

**BOA Meeting Agenda
Peculiar City Board of Aldermen
Worksession Meeting and Public Hearing
City Hall – 250 S. Main St
Monday, December 5, 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, December 5, 2016 at 6:30 pm, in the Council Chambers at 250 S. Main St. Representatives of the news media may obtain copies of this notice by contacting the City Clerk at City Hall, 250 S. Main St Peculiar, MO 64078 or by calling 816-779-2221. All proposed Ordinances and Resolutions will be available for viewing prior to the meeting in the Council Chambers.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. City Clerk – Read the Board of Aldermen Statement
5. Unfinished Business –
 - A. Bill No. 2016-21 - AN ORDINANCE AMENDING THE CITY CODE TO COMPLY WITH PROVISIONS OF MISSOURI SENATE BILL 572.
2nd Reading
6. New Business –
 - A. Resolution No. 2016-46 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF MR. ANTHONY KETAY TO THE BOARD OF ADJUSTMENT.
 - B. Resolution No. 2016-47 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF MR. ERNEST JUNGMEYER TO THE BOARD OF ADJUSTMENT.
 - C. Public Hearing & Bill No. 2016-22 – AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE REZONING OF IRONGATE PLAZA, LOTS 1, 2, 3, 4, 5, 6, 8, 9 AND 11 FROM DISTRICT “C-P” PLANNED BUSINESS DISTRICT TO DISTRICT “C-1” GENERAL BUSINESS DISTRICT SUBMITTED BY IRONGATE INVESTMENTS, INC.
1st Reading
 - D. Public Hearing & Bill No. 2016-23 – AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE FINAL PLAT OF IRON HORSE CONDO ASSOCIATION, BEING A REPLAT OF FOREST SCOTT INDUSTRIAL PARK LOT 5, PECULIAR, MISSOURI, SUBMITTED BY AFFINITY PROPERTIES, INC.
1st Reading
 - E. Bill No. 2016-24 - AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI CALLING FOR A GENERAL MUNICIPAL ELECTION ON APRIL 4, 2017 AND ESTABLISHING FILING DATES FOR SAID ELECTION.
1st Reading & 2nd Reading
 - F. Bill No. 2016-25 – A ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING AND ACCEPTING THE MISSOURI HIGHWAYS and TRANSPORTATION COMMISSION (MoDOT) SIGN PROGRAM AGREEMENT FOR THE 1-49 PURPLE HEART CITY SIGNS (CASS COUNTY), MISSOURI.
1st Reading
 - G. Resolution No. 2016-48 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE CITY OF PECULIAR 2017 LEGISLATIVE POLICIES.
7. Topic for Discussion –
 - A. Board of Aldermen Packets, requested by Mayor Holly Stark.
 - B. Asphalt Preventative Maintenance Program
8. Aldermen Directives
9. Executive Session-

The City Administrator & City Attorney has requested a 45-minute Executive Session, per RSMo. 610.021(3) & 610.021(1).
10. Adjournment



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.

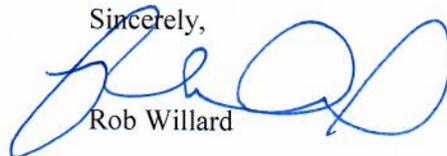
Further, Courts shall not impose a sentence of confinement or jail to exceed ninety (90) days and can only be imposed for ordinance violations involving alcohol or controlled substances, violations endangering the health or welfare of others, or eluding or giving false information to a law enforcement 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):

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 Sign 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:

ATTEST:

Holly Stark, Mayor

Janet Burlingame, City Clerk

City Administrator
Brad Ratliff

City Clerk
Janet Burlingame

City Engineer
Carl Brooks

Business Office
Trudy Prickett



Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Joseph G. Lauber

Parks Director
Grant Purkey

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

To: Board of Alderman
From: Clifford L. McDonald
Date: December 5, 2016
Re: *Appointment of Mr. Anthony Ketay to the Board of Adjustment*

GENERAL INFORMATION

Applicant: Mr. Anthony Ketay

Status of Applicant: N/A

Requested Actions: Board of Aldermen to consider reappointing Mr. Anthony Ketay to the Board of Adjustment for a five (5) year term which shall expire December 5th, 2021.

Date of Application: November 22nd, 2016

Purpose: The purpose is to consider reappointing Mr. Anthony Ketay to the Board of Adjustment for a term which shall expire December 5th, 2021.

Property Location (if applicable): N/A

PROPOSAL

See “Requested Actions” above.

PREVIOUS ACTIONS

The Board of Aldermen previously appointed Mr. Anthony Ketay to the Board of Adjustment for a Five (5) Year Term on December 19th, 2011; this appointment is about to expire.

KEY ISSUES

- Per Section 400.2300 (Board of Adjustment), the Board of Adjustment consists of five (5) members who shall be residents of the City of Peculiar.
- Typically the five (5) members serve terms of five (5) years unless they replace a Board Member in mid-term, then they serve the balance of that term.

STAFF COMMENTS AND SUGGESTIONS

Mr. Anthony Ketay has previously served on the Board of Adjustment and has volunteered to serve another five (5) year term in this most important position - I believe he would be a tremendous asset to both the City and Board of Adjustment with his renewed appointment.

STAFF RECOMMENDATION

Favorably consider appointing Mr. Anthony Ketay to the Board of Adjustment for a term which shall expire April 16th, 2018.

ATTACHMENTS

1. Resolution for Appointment
-

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

RESOLUTION 2016-46

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF MR. ANTHONY KETAY TO THE BOARD OF ADJUSTMENT

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

WHEREAS, Mr. Anthony Ketay has served on the Board of Adjustment for the past five (5) years and meets the qualifications for appointment to this board; and

WHEREAS, said appointment shall expire December 5th, 2021 and shall commence with the effective date of this resolution; and

WHEREAS, Mr. Anthony Ketay has volunteered to serve another term on the Board of Adjustment upon approval of the Board of Aldermen

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

Section 1. The Board of Aldermen approves the appointment of Mr. Anthony Ketay to the Board of Adjustment.

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

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

Alderman Dunsworth _____
Alderman Ford _____
Alderman Hammack _____

Alderman Harlan _____
Alderman Ray _____
Alderman Roberts _____

APPROVED:

ATTEST:

Holly Stark, Mayor

Janet Burlingame, City Clerk

City Administrator
Brad Ratliff

City Clerk
Janet Burlingame

City Engineer
Carl Brooks

Business Office
Trudy Prickett



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

Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Joseph G. Lauber

Parks Director
Grant Purkey

To: Board of Alderman
From: Clifford L. McDonald
Date: December 5, 2016
Re: Appointment of Mr. Ernest Jungmeyer to the Board of Adjustment

GENERAL INFORMATION

Applicant: Mr. Ernest Jungmeyer

Status of Applicant: N/A

Requested Actions: Board of Aldermen to consider appointing Mr. Ernest Jungmeyer to the Board of Adjustment for a term which shall expire April 16th, 2018.

Date of Application: December 1st, 2016

Purpose: The purpose is to consider appointing Mr. Ernest Jungmeyer to the Board of Adjustment for a term which shall expire December 5th, 2021.

Property Location (if applicable): N/A

PROPOSAL

See “Requested Actions” above.

PREVIOUS ACTIONS

The Board of Aldermen previously appointed Mr. Ernest Jungmeyer to the City of Peculiar Industrial Development Authority, and he continues serving on the IDA.

KEY ISSUES

Per Section 400.2300 (Board of Adjustment), the Board of Adjustment consists of five (5) members who shall be residents of the City of Peculiar.

There is one opening on the Board of Adjustment which Mr. Ernest Jungmeyer has volunteered to fill. Typically the five (5) members serve terms of five (5) years unless they replace a Board Member in mid term, then they serve the balance of that term.

STAFF COMMENTS AND SUGGESTIONS

Mr. Ernest Jungmeyer has previously served with distinction as both an Alderman and Mayor of the City of Peculiar - I believe he would be a tremendous asset to both the City and Board of Adjustment with this appointment.

STAFF RECOMMENDATION

Favorably consider appointing Mr. Ernest Jungmeyer to the Board of Adjustment for a term which shall expire December 5th, 2021.

ATTACHMENTS

1. Resolution for Appointment
-

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

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: Ernest Jungmeyer Home Phone: 816-779-5745
Address: 908 Kendall Alternate Phone: 913-462-9913
City, State, Zip: Peculiar, MO 64078 Email Address: jungmeyer@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) _____
 College (please list College/University and Degree) Mo. U. S&T (not)

Current Employment:

Employer: Retired Position: _____
Address: _____ Work Phone: _____

Have you previously served on a City Board or Commission? Yes No If Yes, please describe:
P&Z, Alderman, Mayor

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

Why do you want to serve on this Board/Commission? To help the City of Peculiar
in any way I can.

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: Ernest Jungmeyer Date: 12-1-16

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

RESOLUTION 2016-47

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF MR. ERNEST JUNGMEYER TO THE BOARD OF ADJUSTMENT

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

WHEREAS, Mr. Ernest Jungmeyer meets the qualifications for appointment to this board; and

WHEREAS, said appointment shall expire December 5th, 2021 and shall commence with the effective date of this resolution; and

WHEREAS, Mr. Ernest Jungmeyer has volunteered to serve on the Board of Adjustment upon approval of the Board of Aldermen

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

Section 1. The Board of Aldermen approves the appointment of Mr. Ernest Jungmeyer to the Board of Adjustment.

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

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

Alderman Dunsworth _____
Alderman Ford _____
Alderman Hammack _____

Alderman Harlan _____
Alderman Ray _____
Alderman Roberts _____

APPROVED:

ATTEST:

Holly Stark, Mayor

Janet Burlingame, City Clerk

City Administrator
Brad Ratliff

City Clerk
Janet Burlingame

City Engineer
Carl Brooks

Business Office
Trudy Prickett



Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Joseph G. Lauber

Parks Director
Grant Purkey

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

To: Board of Aldermen
From: Clifford L. McDonald
Date: December 5th, 2016
Re: ReZoning Application for Irongate Plaza, Lots 1, 2, 3, 4, 5, 6, 8, 9 and 11 from C-P, Planned Business District to C-1, General Business District submitted by Mr. Steve Kidwell, Irongate Investments, Inc.

GENERAL INFORMATION

Applicant: Irongate Investments, Inc.

Status of Applicant: N/A

Requested Actions: Board of Aldermen to conduct a Public Hearing and consider the ReZoning Application from C-P, Planned Business District to C-1, General Business District for Irongate Plaza, Lots 1, 2, 3, 4, 5, 6, 8, 9 and 11.

Date of Application: October 21, 2016

Purpose: To review the ReZoning Application for Irongate Plaza, Lots 1, 2, 3, 4, 5, 6, 8, 9 and 11 from C-P, Planned Business District to C-1, General Business District submitted by Irongate Investments, Inc. and consider a recommendation for approval or disapproval.

Property Location (if applicable): Irongate Plaza, Lots 1, 2, 3, 4, 5, 6, 8, 9 and 11

PROPOSAL

See “Requested Actions” above.

PREVIOUS ACTIONS

1. The Board of Aldermen approved the Final Plat of Irongate Plaza on August 18, 2004.
2. The City’s official Zoning Map, adopted by the Board of Aldermen on November 18th, 2008 reflects the zoning for Irongate Plaza as District C-P, Planned Business District.
3. The Board of Aldermen adopted an “Approved Land Use Table” on March 3rd, 2014. This table lists approved uses for multiple Zoning Districts (including District C-P); previously ALL proposed businesses were required to apply for a Special Use Permit for any property zoned Commercial.

4. The Planning Commission held a Public Hearing on November 10th, 2016 for this ReZoning Application. No one spoke against the ReZoning Application and no Formal Protests have been received. At that meeting the Planning Commission's vote to approve/disapprove the Application resulted in a tie. The Chairman of the Commission recused himself from voting as he lives adjacent to Iron Gate Plaza.

KEY ISSUES

In order for the Commission to recommend approval or disapproval of a ReZoning 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 ReZoning Application will rezone Lots 1, 2, 3, 4, 5, 6, 8, 9 and 11 of Irongate Plaza from C-P, Planned Business District to C-1, General Business District. This proposal is consistent with the Future Land Use Map, of the City's Comprehensive Plan, formally adopted by the Board of Aldermen on October 5th, 2015 (See Atch 2). This proposed ReZoning does not conflict with 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 properties which comprise the ReZoning Application, Irongate Plaza, Lots 1, 2, 3, 4, 5, 6, 8, 9 and 11 are zoned C-P, Planned Business District. Vehicular traffic volumes and site access would not be increased by this proposed ReZoning (a General Business District would likely have less traffic than a Planned Business District); it will not be detrimental with regard to surrounding traffic flow, pedestrian safety nor accessibility of emergency vehicles and equipment on Irongate Court.
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 ReZoning of Lots 1, 2, 3, 4, 5, 6, 8, 9 and 11 would create no increase in demand upon existing roads, streets, water supply, sanitary sewerage or storm sewerage.
4. **Compatibility of the proposed district classification with nearby properties;**
 - a. The properties which comprise the ReZoning Application of Irongate Plaza, Lots 1, 2, 3, 4, 5, 6, 8, 9 and 11 are currently zoned C-P, Planned Business District. Properties to the North and West are zoned R-1, Single Family Dwelling District; properties to the East & South are zoned C-1, General Business District. A change of Zoning to C-1, General Business District for Lots 1, 2, 3, 4, 5, 6, 8, 9 and 11 is consistent with the City's Future Lane Use Map, 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 Irongate Plaza was approved on August 18, 2004. Except for Lots 2 & 5, all of Irongate Plaza has remained vacant ever since, just over twelve (12) years.

STAFF COMMENTS AND SUGGESTIONS

- Irongate Investments, Inc. believes rezoning the properties to District C-1 will provide a larger pool of approved commercial business to purchase, lease or build in Irongate. For your additional information and review I've attached:
 1. Approved Land Use Table (March 3rd, 2014)
 2. A listing of Buisnesses Allowed in C-1 and C-P Zoning
 3. A listing of Businesses Allowed in C-1 But Not in C-P
 4. A list of Allowable Land Uses for C-1 & C-P with a Special Use Permit (SP)

STAFF RECOMMENDATION

Staff recommends the Board of Aldermen review the ReZoning Application for Irongate Plaza, Lots 1, 2, 3, 4, 5, 6, 8, 9 and 11 from C-P, Planned Business District to C-1, General Business District submitted by Irongate Investments, Inc. and consider a recommendation for approval.

ATTACHMENTS

1. Approved Land Use Table (March 3rd, 2014)
2. A listing of Buisnesses Allowed in C-1 and C-P Zoning
3. A listing of Businesses Allowed in C-1 But Not in C-P
4. A list of Allowable Land Uses for C-1 & C-P with a Special Use Permit (SP)
5. Irongate Investments, Inc. Support Letter, dated November 1, 2016
6. City Zoning Map
7. Future Lane Use Map of the City's Comprehensive Plan
8. Iron Gate Plaza – Final Plat
9. Ordinance to Approve the ReZoning of Iron Gate Plaza, Lots 1, 2, 3, 4, 5, 6, 8, 9 and 11 from C-P, Planned Business District to C-1, General Business District.

STAFF CONTACT:

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

Land Use Category	Zoning Districts							
	AG	A-C ¹	O-C	C-1	C-2	CP	I-1	I-2
Abstracting services	-	-	P	P	P	P	-	-
Accounting & Bookkeeping services	-	-	P	P	P	P	-	-
Adult entertainment establishment ²	-	-	-	-	-	-	SP	SP
Advertising-direct or general mail	-	-	-	P	P	-	-	-
Air conditioning/plumbing/heating- Contractors	-	-	-	P	P	-	P	-
Air conditioning/plumbing/heating- Wholesale	-	-	-	-	-	-	P	-
Aircraft parts-Mfg	-	-	-	-	-	-	P	-
Aircraft storage/equipment maintenance	-	-	-	-	-	-	P	-
Alcoholic beverages,beer,wine-wholesale	-	-	-	-	-	-	P	-
Alcoholic beverages,beer,wine-retail	-	P	-	P	P	P	-	-
Alterations-clothing	-	P	-	P	P	P	-	-
Amusement parks	SP	-	-	-	-	-	-	-
Animal day care	P	-	-	SP	SP	-	P	-
Animal Hospital-outdoor kennel	P	-	-	SP	SP	-	P	-
Animal Hospital-No outdoor kennel	P	-	-	SP	SP	-	P	P
Antiques-retail	-	P	-	P	P	P	-	-
Apparel & accessories-Mfg	-	-	-	-	-	-	P	-
Apparel & accessories-retail	-	P	-	P	P	P	-	-
Appliance and large electrical repair	-	-	-	-	-	-	P	P
Appliances-Mfg	-	-	-	-	-	-	P	P
Appliances-retail	-	-	-	P	P	P	-	-
Apiary or aviary	-	-	-	-	-	-	P	P
Aquariums	SP	-	-	-	-	-	-	-
Arcades, billiard halls, amusement centers	-	-	-	P	P	P	-	-
Architectural services	-	-	P	P	P	-	-	-
Arenas, field houses	SP	-	-	-	-	-	-	-
Armature rewinding	-	-	-	-	-	-	P	-
Art galleries	-	P	-	P	P	P	-	-
Artisian production shop	-	P	-	-	-	-	-	-
Artist Studio	-	P	-	-	-	-	-	-
Asphalt felts and coatings-Mfg	-	-	-	-	-	-	SP	-
Auction establishments	-	-	-	SP	SP	SP	-	-

Land Use Category	Zoning Districts							
	AG	A-C ¹	O-C	C-1	C-2	CP	I-1	I-2
Automatic temperature controls-Mfg	-	-	-	-	-	-	P	-
Automobile Brokers	-	-	-	-	-	-	P	-
Automobile/motor vehicle repair	-	-	-	P	P	SP	P	-
Automobile/motor vehicle sales	-	-	-	-	-	SP	P	-
Automobile/truck rental services	-	-	-	SP	-	SP	P	-
Automobile/truck wash	-	-	-	SP	SP	SP	SP	-
Automobile leasing establishments	-	-	-	P	-	SP	P	-
Automobile parts & supplies-retail	-	-	-	P	P	P	-	-
Automobile salvage dealer	-	-	-	-	-	-	-	SP
Automobile service center/maintenance	-	-	-	P	P	SP	-	-
Bakeries - Retail	-	P	-	P	P	P	-	-
Bakeries - Wholesale	-	-	-	-	-	-	P	P
Banking services	-	P	-	P	P	P	-	-
Banking services-off premise ATM machines	-	P	-	P	P	P	-	-
Barber or Beautician services	-	P	-	P	P	P	-	-
Bar or Tavern, without live entertainment	-	P	-	P	P	P	P	P
Bar or Tavern, with live entertainment	-	P	-	SP	SP	SP	-	-
Batch plant	-	-	-	-	-	-	-	SP
Bed & Breakfast Inn	-	P	-	-	-	-	-	-
Bicycles-Mfg	-	-	-	-	-	-	P	-
Bicycles-retail & repair	-	P	-	P	P	P	-	-
Billboard signs ²	-	-	-	-	-	-	SP	SP
Blank books, loose leaf binders-Mfg	-	-	-	-	-	-	P	-
Boarding or Lodging House	-	P	-	-	-	-	-	-
Boat and boat trailers-Mfg	-	-	-	-	-	-	P	-
Boat building, repair & storage	-	-	-	-	-	-	P	-
Boat rentals	-	-	-	SP	SP	SP	-	-
Body Art or Tattoo Parlor	-	P	-	P	P	-	-	-
Bookbinding and misc. work	-	P	-	P	P	P	-	-
Book, magazines, newspaper distributors-Wholesale	-	-	-	-	-	-	P	-
Book, magazines, newspaper - Retail	-	P	-	P	P	P	-	-
Bottled gas- retail	-	-	-	-	-	-	SP	-

Land Use Category	Zoning Districts							
	AG	A-C ¹	O-C	C-1	C-2	CP	I-1	I-2
Bottling, canning or preserving-factory	-	-	-	-	-	-	SP	P
Bowling alleys	-	-	-	P	-	P	-	-
Brewery	-	-	-	-	-	-	SP	P
Brewery, micro	-	P	-	P	P	P	P	-
Brew Pub	-	P	-	P	P	P	P	-
Brick and clay tile- Mfg	-	-	-	-	-	-	P	-
Broadcast station - Radio or Television	P	P	-	P	-	-	P	P
Brooms and brushes- Mfg	-	-	-	-	-	-	P	-
Building contractor's office	-	-	P	P	P	P	-	-
Bulk Petroleum stations/terminals	-	-	-	-	-	-	SP	SP
Business Management Consulting services	-	-	P	P	P	P	P	P
Business Associations	-	-	P	P	P	P	-	-
Business forms-Mfg	-	-	-	-	-	-	P	-
Cable TV maintenance yard	-	-	-	-	-	-	P	-
Camera/photographic material-retail	-	P	-	P	P	P	-	-
Carpentry, cabinet or pattern shop	-	-	-	-	-	-	P	P
Car wash/detail cleaning facilities	-	-	-	P	P	P	P	-
Carwash, industrial	-	-	-	-	-	-	P	P
Caterers	-	P	-	P	P	-	SP	-
Cemeteries	P	-	-	-	-	-	-	-
Check-cashing establishment	-	-	-	-	-	-	SP	-
Child & Adult Daycare centers	-	P	-	P	P	-	-	-
Chiropractors & health related services	-	P	P	P	P	-	-	-
Chocolate-Mfg	-	-	-	-	-	-	P	-
Civic, social, & fraternal organizations	-	-	-	P	P	-	-	-
Clay, ceramic, refractory mineral-Mfg	-	-	-	-	-	-	P	-
Clean & polishing materials-Mfg	-	-	-	-	-	-	P	-
Clothing-Mfg	-	-	-	-	-	-	P	-
Club, health	-	P	-	P	P	P	P	-
Club, private ²	-	P	-	-	-	-	-	-
Coin operated Laundry	-	P	-	P	P	-	-	-
Cold storage facility	-	-	-	-	-	-	P	P

Land Use Category	Zoning Districts							
	AG	A-C ¹	O-C	C-1	C-2	CP	I-1	I-2
Computer hardware & software-retail	-	-	P	P	P	P	-	-
Computer hardware & software-Mfg	-	-	-	-	-	-	P	-
Concrete products-Mfg	-	-	-	-	-	-	P	-
Concrete ready-mix plants	-	-	-	-	-	-	P	-
Confectioneries	-	P	-	P	P	P	-	-
Construction equipment-retail	-	-	-	SP	-	-	P	-
Costume jewelry, notions-Mfg	-	-	-	-	-	-	P	-
Cotton, fibers, silk, wool weaving-Mfg	-	-	-	-	-	-	P	-
Convenience stores without fuel	-	-	-	P	P	P	-	-
Convenience stores with fuel	-	-	-	SP	SP	SP	P	-
Credit unions & personal credit services	-	P	P	P	P	P	-	-
Crematorium	-	-	-	-	-	-	-	SP
Curtains and drapes-Mfg	-	-	-	-	-	-	P	-
Curtains, drapes, upholstery-retail	-	-	-	P	P	P	P	-
Dairy products-retail	-	P	-	P	P	P	-	-
Dairy products-wholesale and/or Mfg	-	-	-	-	-	-	P	-
Dance studio	-	P	-	P	P	P	-	-
Day spa	-	P	-	P	P	P	-	-
Dental services	-	P	P	P	P	P	-	-
Department stores-retail	-	-	-	P	P	P	-	-
Detective & protection services	-	-	P	P	-	-	-	-
Diaper services	-	-	-	-	-	-	P	-
Discount & variety stores	-	-	-	P	P	P	-	-
Distilling and blending liquors-Mfg	-	P	-	-	-	-	P	P
Drug & alcohol treatment center	-	-	P	P	SP	-	-	-
Drug (prescription) & sundries-wholesale	-	-	-	-	-	-	P	-
Drug (prescription) & sundries-retail	-	P	-	P	P	P	-	-
Dry cleaners	-	P	-	P	P	-	P	P
Dry cleaning plant	-	-	-	-	-	-	-	SP
Dry goods & notions-wholesale	-	-	-	-	-	-	P	-
Dry goods & notions-retail	-	-	-	P	P	P	-	-
Duplicating & stenographer services	-	-	P	P	-	-	-	-

Land Use Category	Zoning Districts							
	AG	A-C ¹	O-C	C-1	C-2	CP	I-1	I-2
Dwelling, in conjunction with business	-	P	-	-	-	-	-	-
Earthenware/kitchen articles-Mfg	-	-	-	-	-	-	P	-
Electrical & construction material-Wholesale or Mfg	-	-	-	-	-	-	P	-
Electical contractors services	-	-	-	P	P	-	P	-
Electric vehicle recharging station	-	-	-	P	P	P	-	-
Electrical supplies-retail	-	-	-	P	P	-	P	-
Electrical distribution equip.-Mfg	-	-	-	-	-	-	P	-
Electrical generating plants	SP	-	-	-	-	-	SP	-
Electrical utility maintenance yard	-	-	-	-	-	-	P	-
Electrical regulating substations	SP	-	-	-	-	-	SP	-
Electric Lighting & wiring-Mfg	-	-	-	-	-	-	P	-
Electric components & accessory-Mfg	-	-	-	-	-	-	P	-
Electro-plating or galvanizing facility	-	-	-	-	-	-	-	SP
Employment services	-	P	P	P	P	P	-	-
Engineering services	-	P	P	P	P	P	-	-
Engineering/laboratory/scientific equipment-Mfg	-	-	-	-	-	-	P	-
Envelope-Mfg	-	-	-	-	-	-	P	-
Equipment rental & leasing services	-	-	-	SP	-	-	P	-
Executive, legislative and judicial buildings	-	-	P	P	P	P	-	-
Exhibition halls	SP	P	-	-	-	-	SP	-
Exterminating & disinfecting services	-	-	-	P	P	-	P	-
Fabricated wire products-Mfg	-	-	-	-	-	-	P	-
Farm equipment & Machinery-retail	P	-	-	-	-	-	P	-
Farm equipment & Machinery-Mfg	-	-	-	-	-	-	P	-
Farmers' markets	P	P	-	P	P	-	-	-
Fire protection services	-	-	-	P	P	-	P	-
Fish and seafood-retail	-	-	-	P	P	P	-	-
Fish and seafood-wholesale	P	-	-	-	-	-	P	-
Floor coverings-retail	-	-	-	P	P	P	-	-
Floor coverings-wholesale	-	-	-	-	-	-	P	-
Florists-retail	P	P	-	P	P	P	-	-
Florists-wholesale	P	-	-	-	-	-	P	-

Land Use Category	Zoning Districts							
	AG	A-C ¹	O-C	C-1	C-2	CP	I-1	I-2
Flour and other mill products-Mfg	-	-	-	-	-	-	P	-
Forge or Foundry	-	-	-	-	-	-	-	SP
Freight forwarding services	-	-	-	P	P	P	P	-
Freight terminal	-	-	-	-	-	-	SP	SP
Frozen food locker for individual use	-	P	-	-	-	-	P	-
Fruits and vegetables-retail	P	P	-	P	P	-	-	-
Fruits and vegetables-wholesale	P	-	-	-	-	-	P	-
Funeral, mortuary and crematory services	-	-	-	SP	-	-	SP	-
Furniture & home furnishings-wholesale or Mfg	-	-	-	-	-	-	P	-
Furniture handmade and/or repurposed	-	P	-	P	P	-	-	-
Furniture-retail	-	-	-	P	P	P	-	-
Furniture repair & uphoistery	-	P	-	P	P	-	P	-
Garden supplies/ Nursery-retail	P	P	-	P	-	P	P	-
Garment repair	-	P	-	P	P	-	-	-
Gas pressure control stations	P	-	-	-	-	-	P	-
Gas utility maintenance yard	-	-	-	-	-	-	P	-
Gasoline service stations	-	-	-	SP	SP	SP	-	-
Glass and glassware-Mfg	-	-	-	-	-	-	P	-
Go-cart tracks	P	-	-	-	-	-	-	-
Golf driving ranges	P	-	-	P	-	-	SP	-
Graphic art studio	-	P	P	P	P	P	-	-
Grease/lubricating oils-Mfg	-	-	-	-	-	-	P	P
Greenhouses	P	-	-	P	-	-	P	P
Greeting cards-Mfg	-	-	-	-	-	-	P	-
Greeting cards-retail	-	P	-	P	P	P	-	-
Groceries-retail	-	-	-	P	P	P	P	-
Groceries-wholesale	-	-	-	SP	-	-	P	-
Gun or archery shooting club	-	-	-	-	-	-	-	SP
Gymnasiums and athletic clubs	-	-	-	P	P	-	P	-
Gymnastic studio	-	P	P	P	P	-	P	-
Gypsum products-Mfg	-	-	-	-	-	-	P	-
Handmade arts and crafts	-	P	-	P	P	P	-	-

Land Use Category	Zoning Districts							
	AG	A-C ¹	O-C	C-1	C-2	CP	I-1	I-2
Hardware-retail	-	-	-	P	P	P	-	-
Historic and monument sites	-	P	-	-	-	-	-	-
Hobby supplies	-	P	-	P	P	P	-	-
Hospital ²	P	-	-	-	-	P	SP	-
Hotels	-	-	-	P	-	P	-	-
House & business cleaning services	-	-	P	P	P	-	-	-
Household appliances-Mfg	-	-	-	-	-	-	P	-
Household appliances-retail	-	-	-	P	P	P	-	-
Ice-Mfg	-	-	-	-	-	-	P	-
Ice-retail	-	-	-	P	-	P	-	-
Indoor recreational facility	-	P	-	P	-	-	P	P
Industrial machinery and equipment-Mfg	-	-	-	-	-	-	P	-
Interior design studio	-	P	-	P	P	-	-	-
Internet café	-	P	-	P	P	P	-	-
Insurance agents and broker services	-	P	P	P	P	-	-	-
Investment and holding services	-	P	P	P	P	-	-	-
Jewelry and precious metal-Mfg	-	-	-	P	P	P	-	-
Jewelry-retail	-	P	-	P	P	P	-	-
Jewelry, watch, clock repair services	-	P	-	P	P	P	-	-
Junk or salvage yard ²	-	-	-	-	-	-	-	SP
Karate studio	-	-	-	-	-	-	P	-
Kennels-boarding	P	-	-	SP	SP	-	P	P
Kennels-breeding	P	-	-	SP	SP	-	P	P
Lace Goods-Mfg	-	-	-	-	-	-	P	-
Lamp shades-Mfg	-	-	-	-	-	-	P	-
Laboratory, research or support	-	-	-	-	-	-	SP	-
Landscaping services-landscaping, tree trimming,	P	-	-	-	-	-	P	-
Lawn mowing and similar services	P	-	-	-	-	-	P	-
Laundry and dry cleaning services	-	P	-	P	P	-	P	P
Legal services	-	P	P	P	P	P	-	-
Libraries	-	P	P	P	P	-	-	-
Linen and supply services	-	-	-	P	-	-	P	-

Land Use Category	Zoning Districts							
	AG	A-C ¹	O-C	C-1	C-2	CP	I-1	I-2
Linoleum and floor coverings-Mfg	-	-	-	-	-	-	P	-
Liquor-retail	-	P	-	P	P	P	-	-
Locksmith services	-	-	-	P	P	-	P	-
Luggage-Mfg	-	-	-	-	-	-	P	-
Lumber and building materials-wholesale	P	-	-	-	-	-	P	-
Lumber yards-retail	-	-	-	P	-	P	P	-
Machine shop	-	-	-	-	-	-	-	SP
Mail and Postal services-private	-	P	-	P	P	P	-	-
Mail order houses-retail	-	-	-	-	-	-	P	-
Mail order services with storage	-	-	-	-	-	-	P	-
Manufactured home development ²	SP	-	-	-	-	-	-	-
Manufactured or modular home sales	-	-	-	-	-	-	P	P
Massage Parlor-therapeutic/massage establishment	-	P	-	P	P	-	-	-
Mausoleums	P	-	-	-	-	-	-	-
Meats-retail	-	P	-	P	P	P	-	-
Medical/surgical instruments-Mfg	-	-	-	-	-	-	P	-
Medical clinics/out patient services	-	P	P	P	P	-	-	-
Medical laboratory services	-	-	-	P	P	P	P	-
Medical chemicals-Mfg	-	-	-	-	-	-	P	-
Mental health treatment-nonresidential	-	-	SP	SP	SP	-	-	-
Mental health treatment-residential	-	-	-	SP	SP	SP	-	-
Metal coating/engraving services-Mfg	-	-	-	-	-	-	P	-
Metal products/fabricated steel-Mfg	-	-	-	-	-	-	P	-
Metal stamping	-	-	-	-	-	-	P	-
Metalworking machinery equipment-Mfg	-	-	-	-	-	-	P	-
Millwork-Mfg	-	-	-	-	-	-	P	-
Milk processing	P	-	-	-	-	-	P	-
Miniature golf	P	P	-	P	P	P	-	-
Mobile home-Mfg	-	-	-	-	-	-	P	-
Monasteries	P	-	-	-	-	-	-	-
Monuments-retail	-	-	-	P	P	-	P	-
Motels	-	-	-	P	-	P	-	-

Land Use Category	Zoning Districts							
	AG	A-C ¹	O-C	C-1	C-2	CP	I-1	I-2
Motion picture distribution services	-	-	-	-	-	-	P	-
Motion picture processing services	-	-	-	-	-	-	P	-
Motorcycles and parts-Mfg	-	-	-	-	-	-	P	-
Motor freight terminals	-	-	-	-	-	-	SP	-
Moving, transfer, distribution or storage facility	-	-	-	-	-	-	P	P
Museums	-	P	-	P	P	-	-	-
Musical instruments and supplies-Mfg	-	-	-	-	-	-	P	-
Musical instruments and supplies-retail	-	P	-	P	P	P	-	-
Newspapers and Magazines-retail	-	P	-	P	P	P	-	-
News syndicate services	-	-	-	P	P	P	-	-
Noodles and pasta-Mfg	-	-	-	-	-	-	P	-
Novelties, gifts and souvenirs-retail	-	P	-	P	P	P	-	-
Nursing home/intermediate care	-	-	-	P	P	-	-	-
Nursery stock farms	P	-	-	-	-	-	P	-
Office and store fixtures-Mfg	-	-	-	-	-	-	P	-
Office, general	-	P	P	P	P	P	-	-
Office park	-	-	P	-	-	P	P	-
Optical instruments/lenses-Mfg	-	-	-	-	-	-	P	-
Optometrists	-	-	P	P	P	P	-	-
Ornamental iron-Mfg	-	-	-	SP	-	-	P	-
Orthopedic, prosthetic, surgical appliances-Mfg	-	-	-	-	-	-	P	-
Outdoor recreation or amusement	-	P	-	-	-	-	SP	SP
Outdoor sales, storage or display	-	-	-	-	-	-	SP	SP
Packing & Crating services	-	P	-	SP	SP	-	P	-
Paint, glass and wallpaper services	-	-	-	P	P	-	P	-
Paper and paper products-wholesale	-	-	-	-	-	-	P	-
Paperboard containers and boxes-Mfg	-	-	-	-	-	-	P	-
Paper-Mfg	-	-	-	-	-	-	-	SP
Parcel containers Mfg	-	-	-	-	-	-	SP	P
Parks-private	P		-	-	-	P	-	-
Parking lot	P	P	-	-	P	-	-	-
Paving mixtures-Mfg	-	-	-	-	-	-	-	SP

Land Use Category	Zoning Districts							
	AG	A-C ¹	O-C	C-1	C-2	CP	I-1	I-2
Pawn shops	-	-	-	SP	SP	-	SP	-
Pencils, pens, office/artist materials-Mfg	-	P	-	-	-	-	P	P
Performing arts theater	-	P	-	P	P	P	-	-
Pet daycare in completely enclosed building	P	-	-	-	-	-	P	-
Petroleum bulk stations	-	-	-	-	-	-	-	SP
Pet grooming	P	-	-	P	-	-	P	-
Pet supply store	-	P	-	P	P	P	-	-
Pharmaceutical preparation-Mfg	-	-	-	-	-	-	P	-
Photocopying and blue print services	-	-	SP	P	P	-	-	-
Photo engraving or finishing services	-	P	-	P	P	-	-	-
Photographic studios and supplies	-	P	-	P	P	-	-	-
Physician services	-	P	P	P	P	P	-	-
Place of religious exercise or religious assembly	P	P	-	P	P	-	P	-
Planning and development services	-	P	P	P	P	-	-	-
Planetarium	-	P	-	-	-	-	-	-
Plastic fabric, vinyl products-Mfg	-	-	-	-	-	-	-	P
Plumbing fixtures and heating apparatus-Mfg	-	-	-	-	-	-	P	-
Porcelain electrical supplies-Mfg	-	-	-	-	-	-	P	-
Postal services	-	P	-	P	P	P	-	-
Pottery-Mfg	-	-	-	-	-	-	P	-
Prefabricated wooden building & structural members	P	-	-	-	-	-	P	P
Printing-commercial	-	P	-	P	P	-	P	P
Printing & publishing books, newspapers & periodicals	-	P	-	P	P	-	P	-
Private clubs	-	P	-	-	-	-	-	-
Produce market, wholesale	-	-	-	-	-	-	P	-
Professional membership organizations	-	-	P	P	P	P	-	-
Public facility, use or utility ²	SP	-	-	-	-	-	SP	SP
Quarrying stone and sand	-	-	-	-	-	-	-	SP
Radios,TV,Phonographs, recorders, tape players-Mfg	-	-	-	-	-	-	P	P
Radios,TV,Phonographs, recorders, tape players-repair	-	-	-	P	P	-	-	-
Radios,TV,Phonographs, recorders, tape players-retail	-	-	-	P	P	P	-	-
Radio transmitting stations and towers	SP	-	-	-	-	-	SP	SP

Land Use Category	Zoning Districts							
	AG	A-C ¹	O-C	C-1	C-2	CP	I-1	I-2
Real estate agents/brokers	-	-	P	P	P	-	-	-
Real estate/credit card/mortgage processing centers	-	-	P	P	P	P	-	-
Recreational vehicles and equipment-retail	-	-	-	-	-	SP	P	-
Recreation centers	P	P	-	-	-	SP	-	-
Recreational Vehicle Park	SP	-	-	-	-	-	SP	-
Recycling of paper, glass and Liquids	-	-	-	-	-	-	SP	SP
Refrigerated warehouses	-	-	-	-	-	-	P	P
Refuse incinerators	-	-	-	-	-	-	-	SP
Research, development & testing services	-	-	-	SP	SP	-	P	-
Residential treatment facility	-	-	-	SP	SP	SP	-	-
Restaurants-drive thru and drive ins	-	P	-	SP	SP	SP	SP	-
Restaurants, indoor or carry out	-	P	-	P	P	P	P	-
Road maintenance yards	-	-	-	-	-	-	SP	P
Roofing and sheet metal contracting services	-	-	-	-	-	-	P	-
Rubber footwear-Mfg	-	-	-	-	-	-	-	P
Salvage yard	-	-	-	-	-	-	-	SP
Sausage and other prepared meat products-Mfg	-	-	-	-	-	-	-	SP
Savings and loan associations	-	-	-	P	P	P	-	-
Schools - Art, Business and Community College	-	P	-	P	P	P	P	-
Schools-vocational/technical	P	-	-	-	-	-	P	-
Scientific and educational research services	-	-	-	SP	SP	-	P	-
Screws machine products-nuts, bolts, etc.-Mfg	-	-	-	-	-	-	P	-
Seamstress service	-	P	-	P	P	P	-	-
Second hand merchandise-retail	-	P	-	P	P	-	-	-
Security and commodity brokers	-	P	P	P	P	P	-	-
Security protection services	-	-	P	P	P	-	-	-
Self storage centers	-	-	-	-	-	-	P	-
Sewage pressure control stations	-	-	-	-	-	-	SP	SP
Shoe repair/shoe shine services	-	-	-	P	P	P	-	-
Shoes-retail	-	-	-	P	P	P	-	-
Shoes-wholesale and Mfg	-	-	-	-	-	-	P	-
Short-term loan establishment	-	-	-	-	-	-	SP	-

Land Use Category	Zoning Districts							
	AG	A-C ¹	O-C	C-1	C-2	CP	I-1	I-2
Signs and advertising displays-Mfg	-	-	-	-	-	-	P	-
Silk screening services	-	P	-	P	P	P	P	-
Silverware and plated ware-Mfg	-	P	-	-	-	-	P	-
Skating rinks, Ice and Roller -indoor	-	-	-	P	-	-	P	-
Small electrical repair	-	-	-	P	P	-	P	P
Small engine repair	-	-	-	SP	-	-	P	-
Soaps and detergents-Mfg	-	-	-	-	-	-	-	SP
Social, correctional, treatment & counseling services	-	-	SP	SP	-	-	-	-
Softball, Baseball fields-private	P	-	-	-	-	-	-	-
Solid Waste transfer stations	-	-	-	-	-	-	-	SP
Sporting goods-retail	-	-	-	P	P	P	-	-
Stadiums	P	-	-	-	-	-	-	-
Stationary-retail	-	P	-	P	P	P	-	-
Stone products and cut stone	P	-	-	SP	-	-	P	-
Stonework, masonry, tile, setting & plastering services	-	-	-	-	-	-	P	-
Swimming clubs-indoor facility	P	-	-	-	-	P	-	-
Tailoring services	-	P	-	P	P	P	-	-
Taxicab dispatch and garaging	-	-	-	-	-	-	P	-
Telephone maintenance yards	-	-	-	-	-	-	P	-
Telephone microwave towers (cell towers)	SP	-	-	-	-	-	SP	-
Telephone response mail order services	-	-	-	SP	-	-	P	-
Telephone soliciting services	-	-	-	P	P	-	-	-
Tennis club	P	-	-	-	-	-	P	-
Theaters - (live)	-	P	-	P	P	P	-	-
Theaters-motion picture-indoor	-	P	-	P	P	P	-	-
Tires and inner tubes-Mfg	-	-	-	-	-	-	-	SP
Tires and inner tubes-retail	-	-	-	P	-	P	P	-
Tires and inner tubes-wholesale	-	-	-	-	-	-	P	-
Title loan establishment	-	-	-	-	-	-	SP	-
Tobacco and tobacco products	-	-	-	P	P	P	-	-
Transportation terminals	-	-	-	P	-	-	P	-
Travel agencies	-	-	P	P	P	P	-	-

Land Use Category	Zoning Districts							
	AG	A-C ¹	O-C	C-1	C-2	CP	I-1	I-2
Umbrellas, parasols, canes-Mfg	-	-	-	-	-	-	P	-
Upholstery filling and padding-Mfg	-	-	-	-	-	-	P	-
Vehicle body shop in an enclosed building	-	-	-	-	-	-	P	P
Vending machine operations	-	-	-	P	P	P	P	-
Venetian blinds and shades-Mfg	-	-	-	-	-	-	P	-
Veterinary services - large animal	P	-	-	SP	-	-	-	-
Veterinary services - small animal	-	P	-	P	P	-	-	-
Video amusement center	-	-	-	P	P	P	-	-
Video rental-retail	-	-	-	P	P	P	-	-
Visitor center	-	P	-	P	P	-	-	-
Vitreous china, table and kitchen articles-Mfg	-	-	-	-	-	-	P	-
Wallpaper-Mfg	-	-	-	-	-	-	P	-
Warehousing and storage-general	-	-	-	-	-	-	P	-
Water pressure control operations	P	-	-	-	-	-	-	-
Water Storage facilities	P	-	-	-	-	-	-	-
Water treatment plants	P	-	-	-	-	-	-	-
Welding services	-	-	-	-	-	-	SP	P
Welfare and charitable services-offices	-	P	P	P	P	-	-	-
Welfare and charitable services-distribution & collection	-	-	-	P	P	-	P	-
Wind energy conversion system	P	-	-	-	-	-	-	-
Wholesale sales office or show room	-	-	-	-	-	-	P	P
Window cleaning services	-	-	SP	P	P	-	-	-
Winery	P	-	-	-	-	-	SP	P
Wire products (fabricated)-Mfg	-	-	-	-	-	-	P	-
Wooden containers-Mfg	-	-	-	-	-	-	P	-
Wool pressure-Mfg	-	-	-	-	-	-	P	-
Wool, Yarns and Thread-Mfg	-	-	-	-	-	-	P	-
¹ District A-C: A Special Use Permit is required for all uses (including Permitted) if the building has a footprint larger than two thousand (2,000) square feet.								
² See SECTION 400.640: SPECIAL PERMITTED USES								

BUSINESSES ALLOWED IN C-1 AND C-P ZONING

Abstracting Services	Club, Health
Accounting & Bookkeeping Services	Computer Hardware & Software – Retail
Alcoholic Beverages, Beer, Wine – Retail	Confectioneries
Alterations – Clothing	Convenience Stores Without Fuel
Antiques – Retail	Credit Unions & Personal Credit Services
Apparel & Accessories – Retail	Curtains, Drapes, Upholstery – Retail
Appliances – Retail	Dairy Products – Retail
Arcades, Billiard Halls, Amusement Centers	Dance Studio
Art Galleries	Day Spa
Automobile Parts & Supplies - Retail	Dental Services
Bakeries – Retail	Department Stores – Retail
Banking Services	Discount & Variety Stores
Banking Services – Off Premise ATM Machines	Drug (Prescription) and Sundries – Retail
Barber or Beautician Services	Dry Goods & Notions – Retail
Bar or Tavern, Without Live Entertainment	Electric Vehicle Re-charging Station
Bicycles – Retail and Repair	Employment Services
Bookbinding and Misc. Work	Engineering Services
Book, Magazines, Newspaper – Retail	Executive, Legislative and Judicial Buildings
Brewery, Micro	Fish and Seafood – Retail
Brewery Pub	Floor coverings – Retail
Building Contractors Office	Florists – Retail
Business Management Consulting Services	Freight Forwarding Services
Business Associations	Furniture – Retail
Camera/Photographic Material – Retail	Garden Supplies/Nursery - Retail
Bowling Alleys	Graphic Art Studio
Car Wash/Detailing Cleaning Facilities	Ice – Retail

BUSINESSES ALLOWED IN C-1 AND C-P ZONING

Greeting Cards – Retail
Groceries – Retail
Handmade Arts and Crafts
Hardware – Retail
Hobby Supplies
Hotels
Household Appliances – Retail
Internet Café
Jewelry and Precious Metal –
Manufacturing
Jewelry – Retail
Jewelry, Watch, Clock Repair Services
Legal Services
Liquor – Retail
Mail and Postal Services – Private
Meats – Retail
Medical Laboratory Services
Miniature Golf
Musical Instruments and Supplies – Retail
Newspapers and Magazines – Retail
News Syndicate Services
Novelties, Gifts and Souvenirs – Retail
Office, General
Optometrists
Performing Arts Theater
Lumber Yards – Retail
Pet Supply Store
Physician Services
Postal Services
Professional Membership Organizations
Radios, TV, Phonographs, Recorders, Tape
Players – Retail
Real Estate/Credit Card/Mortgage
Processing Centers
Restaurants, Indoor or Carry Out
Savings and Loan Associations
Schools – Art, Business and Community
College
Seamstress Service
Security and Commodity Brokers
Shoe Repair/Shoe Shine Services
Shoes – Retail
Silk Screening Services
Sporting Goods – Retail
Stationary – Retail
Tailoring Services
Theaters – (Live)
Theaters – Motion Picture – Indoor
Tobacco and Tobacco Products
Travel Agencies
Vending Machine Operations
Video Amusement Center
Video Rental - Retail

BUSINESSES ALLOWED IN C-1 BUT NOT C-P ZONING

Advertising – Direct or General Mail	Garment Repair
Air Conditioning/Plumbing/Heating – Contractors	Golf Driving Ranges
Architectural Services	Greenhouses
Automatic/Motor Vehicle Repair * Requires a SP for C-P	Gymnasiums and Athletic Clubs
Automobile Leasing Establishments * Requires a SP for C-P	Gymnastic Studio
Automobile Service Center/Maintenance * Requires a SP for C-P	House & Business Cleaning Services
Body Art or Tattoo Parlor	Indoor Recreational Facility
Broadcast Station – Radio or Television	Interior Design Studio
Caterers	Insurance Agents and Broker Services
Child & Adult Daycare Centers	Investment and Holding Services
Chiropractors & Health Related Services	Laundry and Dry Cleaning Services
Civic, Social & Fraternal Organizations	Libraries
Coin Operated Laundry	Linen and Supply Services
Detective & Protection Services	Locksmith Services
Drug & Alcohol treatment Center	Massage Parlor – Therapeutic Massage Establishment
Dry Cleaners	Medical Clinics/Out Patient Services
Duplicating & Stenographer Services	Monuments – Retail
Electrical Contractors Services	Museums
Electrical Supplies – Retail	Nursing Home / Intermediate Care
Exterminating & Disinfecting Services	Paint, Class and Wall Paper Services
Farmer’s markets	Pet Grooming
Fire Protection Services	Photocopying and Blue Print Services
Fruits & Vegetables – Retail	Photo Engraving or Finishing Services
Furniture Handmade and/or Repurposed	Photographic Studios and Supplies
Furniture Repair & Upholstery	Place of Religious Exercise or Religious Assembly
	Planning and Development Services
	Printing – Commercial

BUSINESSES ALLOWED IN C-1 BUT NOT C-P ZONING

Printing & Publishing Books, Newspapers
& Periodicals

Radios, TV, Phonographs, Recorders, Tape
Players – Repair

Real Estate Agents/Brokers

Second Hand Merchandise – Retail

Security Protection Services

Skating Rinks, Ice and Roller – Indoor

Small Electrical Repair

Telephone Soliciting Services

Transportation Terminals

Veterinary Services -Small Animal

Visitor Center

Welfare and Charitable Services – Offices

Welfare and Charitable Services -
Distribution and Collection

Window Cleaning Services.

ALLOWABLE LAND USES WITH AN SP FOR C-1 & C-P ZONING

C-1	Animal Day Care
C-1	Animal Hospital - Outdoor Kennel
C-1	Animal Hospital - No Outdoor Kennel
C-1 & C-P	Auction Establishments
C-P	Automobile/Motor Vehicle Sales
C-1 & C-P	Automobile/Truck Rental Services
C-1 & C-P	Automobile/Truck Wash
C-1 & C-P	Bar or Tavern With Live Entertainment
C-1 & C-P	Boat Rentals
C-1	Construction Equipment - Retail
C-1 & C-P	Convenience Stores With Fuel
C-1	Equipment Rental & Leasing Services
C-1	Funeral, Mortuary and Crematory Services
C-1 & C-P	Gasoline Service Stations
C-1	Groceries - Wholesale
C-1	Kennels - Boarding
C-1	Kennels - Breeding
C-1	Mental Health Treatment - Non Residential
C-1 & C-P	Mental Health Treatment - Residential
C-1	Ornamental Iron - Manufacturing
C-1	Packing & Creating Services
C-1	Pawn Shops
C-P	Recreational Vehicles And Equipment Rental
C-P	Recreation Centers
C-1	Research, Development & Testing Services
C-1 & C-P	Residential Treatment Facility
C-1 & C-P	Restaurants - Drive Thru and Drive Ins
C-1	Scientific And Educational Research Services
C-1	Small Engine Repair
C-1	Social, Correctional, Treatment & Counseling Services
C-1	Telephone Response And Mail Order Services
C-1	Veterinary Services - Large Animal

Date: 11/1/2016

Public Hearing before the Planning Commission

Re: Rezoning of Irongate Plaza

To Whom it may Concern:

I wanted to write a brief summary of the Irongate Plaza. It is my understanding that the city council passed a new land use table a few years back. I understand that it was designed to make the process easier for businesses to start or obtain permission to operate without a special permit. The City of Peculiar made a special designation for our development - Commercial Professional(CP) in an attempt to separate from General Commercial(C1).

We as developers did not agree with this because it highly limited our ability to bring in businesses that were looking to start in Peculiar. It devalued the property and did not allow us to bring good solid businesses that would contribute to the Peculiar economy.

Previous businesses that had occupied space were not Grandfathered in. This was very concerning to us because the new "land use table" would not even allow us to put in our own Real Estate office and we own the building. We built the building to occupy a Reece and Nichols Real Estate firm.

After initial meeting with the Mayor and City Manager we decided to be a team player and see if we could make this work.

After about two years we have been unsuccessful in obtaining business under the CP zoning label.

After speaking with the majority of the landowners in the Irongate Plaza we are in agreement that the zoning has to be changed. I met with Mr. McDonald recently about the frustrations we were having and he shared our same concerns.

I wanted to submit a summary of business that wanted to come to Peculiar but denied because of the change in zoning. These were good people(businesses) that could help the local economy and community.

Mental Health Psychologist-

We had to turn away a lady who employed Psychologist's for troubled kids that was wanting a better space where the kids would feel more comfortable. These are one hour sessions just like a regular medical doctor. The zoning would not allow for this, but would allow for regular physician services. The zoning would however allow for an actual Mental hospital in which patients would stay for extended period of time. I am sure the local houses that surround the property would not be happy with that.

Children's Day Care

We were approached buy a young lady who was so excited about opening up a Day Care in our building because of the location, modern building, safety status and that Peculiar really needed more child care because of the surrounding growth. There was nowhere in town that could meet all the very important qualifications that you need to make the children safe. We had to turn her way because of zoning. However she is ready to move in tomorrow if we get the zoning changed.

Massage Envy

We had to turn away these corporate spa/massages where you sign up for monthly memberships for massages. Massages are very therapeutic and covered under medical plans and Health Savings Plans.

Chiropractor

We had a local chiropractor wanting to build up his business and come into a much nicer and bigger lease space. We had a space already set up perfect for him with exam rooms, waiting rooms, rehabilitation rooms from a previous doctors office. This is a concern because zoning allows for general medical services but not chiropractors, this makes absolutely no sense.

Gym/Dance Studio

We had a Chiefs cheerleader that wanted to open a dance/ gymnastic studio. She said she loved our building and was perfect for what she wanted. I had to tell her that it might not work because of zoning conflicts. She ended up taking her business to Raymore and it is thriving.

When we first opened the building we had a Curves Gym which was very successful in that space. After 6 years they decide to leave that space because of starting a family and consolidating their locations. It was a thriving business. Under current zoning we could not bring another Curves in the building.

Printing Services

A local businessman wanted to open a commercial and retail printing Service Company. He was out growing his current building. Could not come into development because of zoning.

Dry Cleaners, Real estate, Title Company, Investment Firms, Insurance Agents

All have showed interest in coming into the development/building because of the location and modern look to the development but were not allowed due to zoning.

We have lost a ton of potential revenue and I would think the city of Peculiar has also lost revenue by denying these businesses. When you look around town in much higher rent districts like Leawood and Lees Summit. There are Dry Cleaners, Gyms, Massage Envy, Real Estate offices and Insurance agents side by side in the same building and development. These are very high end developments that bring in tax revenue.

We are asking that we are allowed to compete on the same playing field so our Irongate Development and the City of Peculiar may prosper together and continue a long term mutually beneficial relationship.

Sincerely,

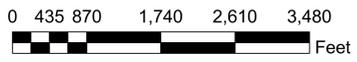
Steve Kidwell
Irongate Investments. Inc

Zoning Map

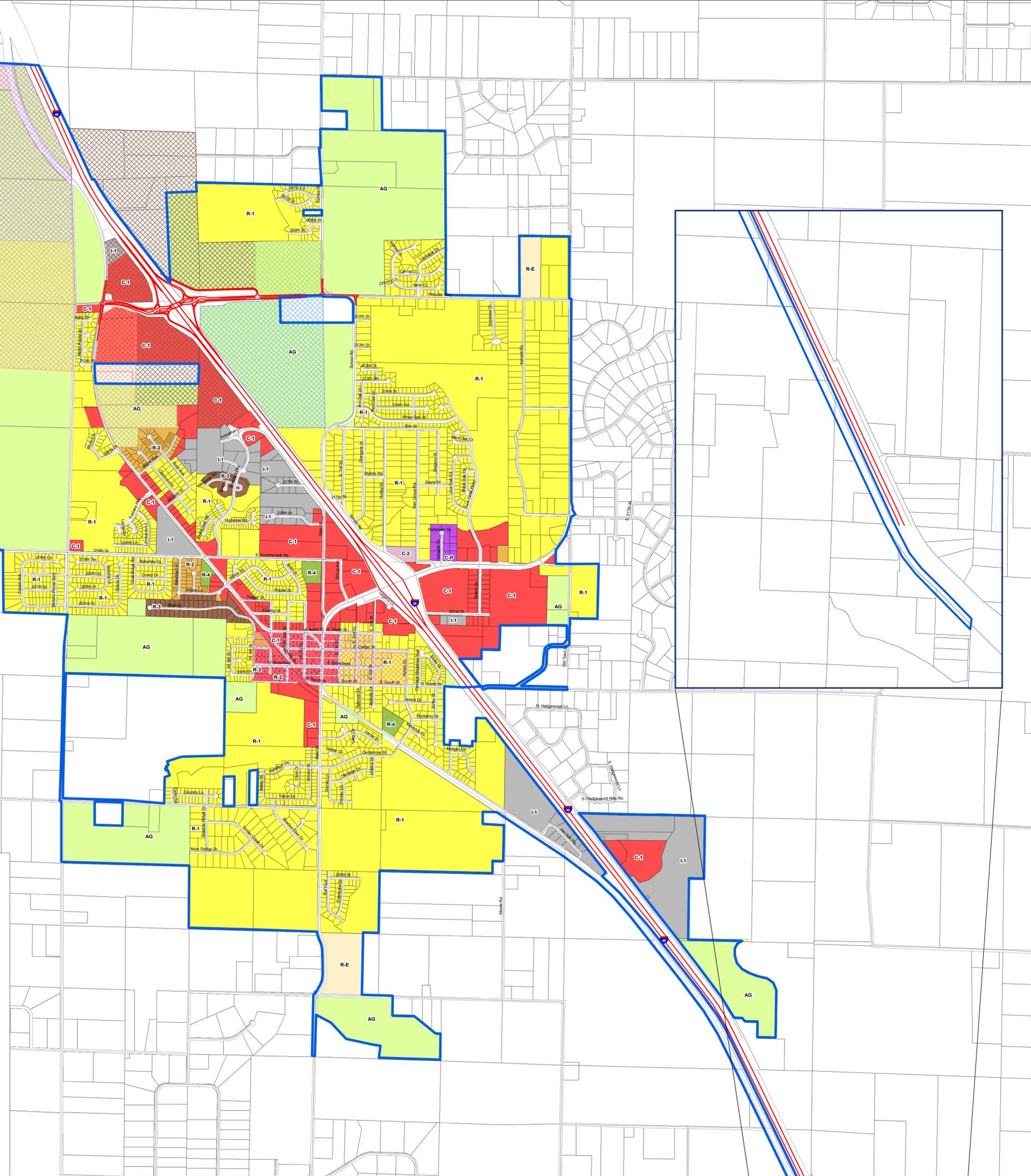
CITY OF PECULIAR

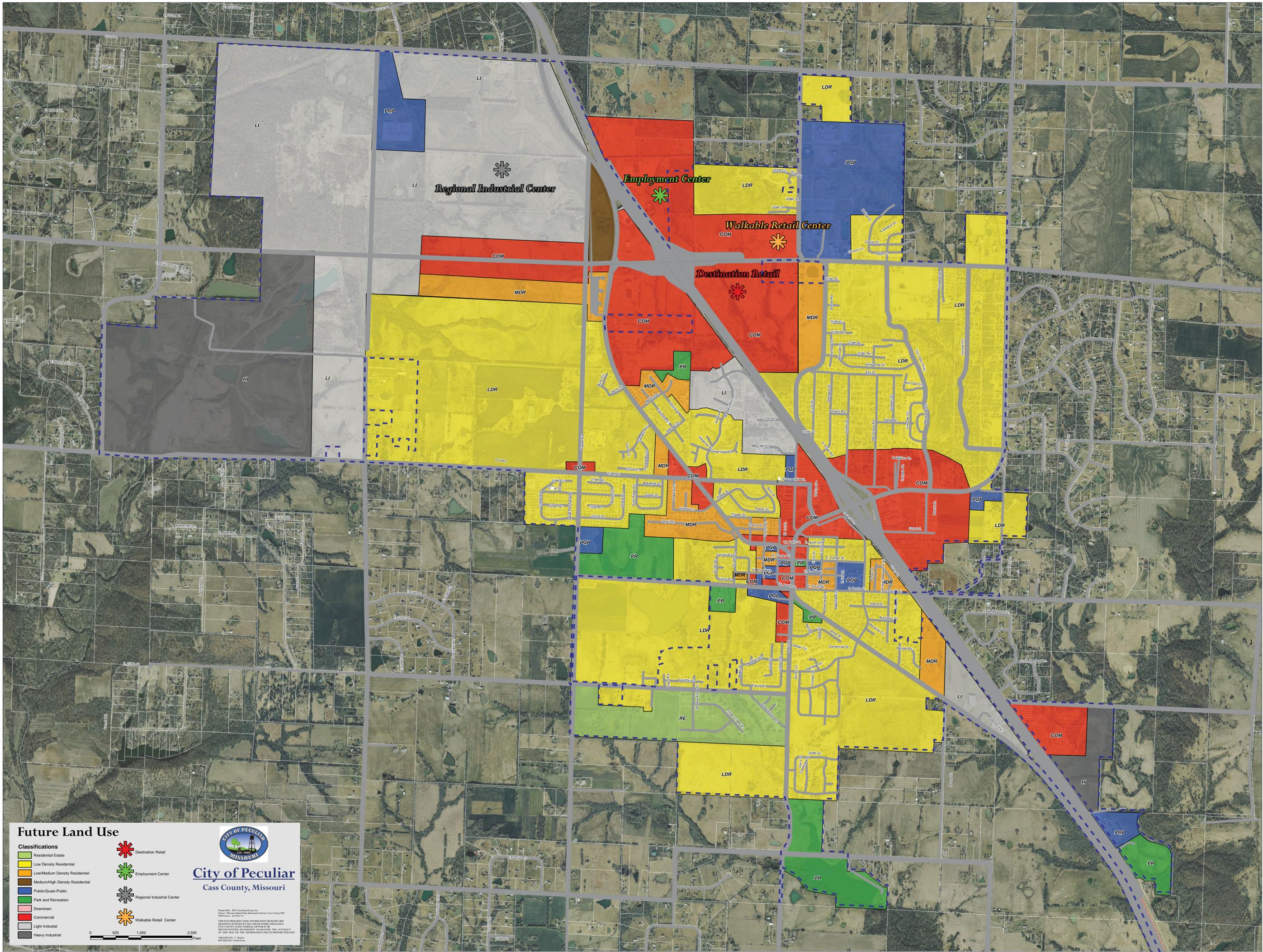
Cass County, Missouri

-  Corporate Limits
-  Highway Label
- Overlay District**
-  Arts and Culture
-  Destination Retail
-  Mixed-Use Employment
-  Neighborhood Retail
-  Walkable Retail
-  West Mixed-Use Employment
- Zoning**
-  Agriculture
-  Central Business District
-  General Business District
-  Heavy Industrial
-  Light Industrial
-  Multiple Family Dwelling District
-  Multiple Family and Congregate Family Housing District
-  Planned Business District
-  Residential Estate District
-  Single Family Dwelling District
-  Two Family Dwelling District



gouldevans





Future Land Use

- Classifications**
- Residential Estate
 - Low Density Residential
 - Low/Medium Density Residential
 - Medium/High Density Residential
 - Public/Quasi-Public
 - Park and Recreation
 - Downtown
 - Commercial
 - Light Industrial
 - Heavy Industrial

- Destination Retail
- Employment Center
- Regional Industrial Center
- Walkable Retail Center

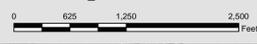


City of Peculiar
Cass County, Missouri

Prepared by: BGI Consulting Group, Inc.
Client: Peculiar, Missouri Planning Commission
GIS Project: Jan 2012

THIS MAP PRESENTS ONLY INFORMATION FROM PUBLICLY AVAILABLE SOURCES BY THE ABOVE-NAMED PARTY. THE PREPARED AND/OR PROVIDED INFORMATION IS PROVIDED AS IS. THE CITY OF PECULIAR AND/OR BGI CONSULTING GROUP, INC. DOES NOT WARRANT THE ACCURACY OF THIS MAP OR THE INFORMATION USED TO PREPARE THIS MAP.

CREATED BY: C. WEAVER
REVISED BY: J. WEAVER



BILL NO. 2016-22
ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE REZONING OF IRONGATE PLAZA, LOTS 1, 2, 3, 4, 5, 6, 8, 9 AND 11 FROM DISTRICT “C-P” PLANNED BUSINESS DISTRICT TO DISTRICT “C-1” GENERAL BUSINESS DISTRICT SUBMITTED BY IRONGATE INVESTMENTS, INC.

WHEREAS, Irongate Investments, Inc. has requested approval of the ReZoning of Irongate Plaza, Lots 1, 2, 3, 4, 5, 6, 8, 9 and 11 from District “C-P” Planed Business District to District “C-1” General Business District and the Owner has met the requirements for this ReZoning; and

WHEREAS, the Planning Commission held a Public Hearing on November 10th, 2016, for this ReZoning request and subsequent to that hearing has recommended approval of the ReZoning request to the Board of Aldermen; and

WHEREAS, the Board of Aldermen held a Public Hearing on December 5th, 2016 to receive public comment relative to the ReZoning of Irongate Plaza Lots 1, 2, 3, 4, 5, 6, 8, 9 and 11 from District “C-P” Planed Business District to District “C-1” General Business District 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 ReZoning of Irongate Plaza Lots 1, 2, 3, 4, 5, 6, 8, 9 and 11 from District “C-P” Planed Business District to District “C-1” General Business District, in the City of Peculiar Missouri submitted by Irongate Investments, Inc. 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 December, 2016.

First Reading: _____ Second Reading: _____

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

Alderman Hammack _____	Alderman 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
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: December 5th, 2016
Re: RePlat Application for Forest Scott Industrial Park, Lot 5 to Iron Horse Condo Association, Units 1 thru 8 containing 0.534 Acres more or less, submitted by Affinity Properties, Inc., better known as 11308 218th Street, Peculiar, Missouri.

GENERAL INFORMATION

Applicant: Affinity Properties, Inc.

Status of Applicant: N/A

Requested Actions: Board of Aldermen to conduct a Public Hearing and consider the RePlat Application for Forest Scott Industrial Park, Lot 5 to Iron Horse Condo Association, Units 1 thru 8 containing 0.534 Acres more or less submitted by Affinity Properties, Inc.

Date of Application: October 21, 2016

Purpose: To review the RePlat Application for Iron Horse Condo Association, Units 1 thru 8 containing 0.534 Acres more or less submitted by Affinity Properties, Inc. and consider a recommendation for approval.

Property Location (if applicable): Lot 5, Forest Scott Industrial Park; better known as: 11308 218th Street, Peculiar, Missouri.

PROPOSAL

See “Requested Actions” above.

PREVIOUS ACTIONS

1. The Planning Commission and Board of Aldermen approved the Final Plat of Forest Scott Industrial Park in January 1998. (see Atch 1).
2. The Planning Commission held a Public Hearing on November 10th, 2016 to consider the RePlat Application for Forest Scott Industrial Park, Lot 5 to Iron Horse Condo Association, Units 1 thru 8 submitted by Affinity Properties, Inc. No one spoke against this RePlat application and no Formal Protests have been received. The Planning Commission gave “Conditional Approval” to this application by a vote of 6:1 requiring the applicant to record the Condominium Association’s: By-laws, Covenants & Restrictions (if any) and Register the Association with the Missouri Secretary of State for full approval.
3. The Planning Commission forwards their Conditional Approval for your consideration.

KEY ISSUES

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

1. **Consistency with the Comprehensive Plan, neighborhood development plan (if applicable) and any other official planning and development policies of the City;**
 - a. The RePlat Application (see attach 2) will create eight (8) individual Storage Units . 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 (Lot 5, Forest Scott Industrial Park) is currently zoned I-1, Light Industrial District; no change of zoning is proposed or necessary for this RePlat application. 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 218th Street.
3. **Adequacy of existing public utilities and facilities or of provisions to accommodate resulting additional demands which may be imposed upon roads and streets, water supply and storage, storm sewerage, sanitary sewerage and wastewater treatment;**
 - a. 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 Iron Horse Condo Association, Units 1 thru 8 is currently zoned I-1, Light Industrial District. All surrounding properties are also Zoned I-1, Light Industrial District. There is no change of Zoning proposed, or required, for Lot 5 in this RePlat application which remains consistent 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 property is not vacant.
 - b. The Planning Commission and Board of Aldermen approved the Final Plat of Forest Scott Industrial Park in January 1998, the storage units on Lot 5 were built in 2002.

STAFF COMMENTS AND SUGGESTIONS

Formation of the eight (8) unit Condominium Association will require submittal, and/or approval of:

1. Declaration of Condominium of Iron Horse Condo Association (to ensure maintenance of common areas) – Attached.
2. ByLaws of Iron Horse Condominium Association – Attached.
3. Proof that the Condominium Association is formed, and registered as a corporation with the Missouri Secretary of State.

STAFF RECOMMENDATION

Staff recommends the Board of Aldermen review the RePlat Application for Forest Scott Industrial Park, Lot 5 to Iron Horse Condo Association, Units 1 thru 8 submitted by Affinity Properties, Inc. and consider conditional approval requiring supporting documentation for the Iron Horse Condo Association is recorded with the Cass County Recorder of Deeds and the Iron Horse Condominium Association is registered with the Missouri Secretary of State.

ATTACHMENTS

- (1) Final Plat of Forest Scott Industrial Park
- (2) RePlat of Forest Scott Industrial Park Lot 5 to Iron Horse Condo Association
- (3) Declaration of Condominium of Iron Horse Condo Association
- (4) ByLaws of Iron Horse Condominium Association
- (5) Ordinance to Approve the RePlat of Forest Scott Industrial Park Lot 5 to Iron Horse Condo Association, Units 1 thru 8.

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

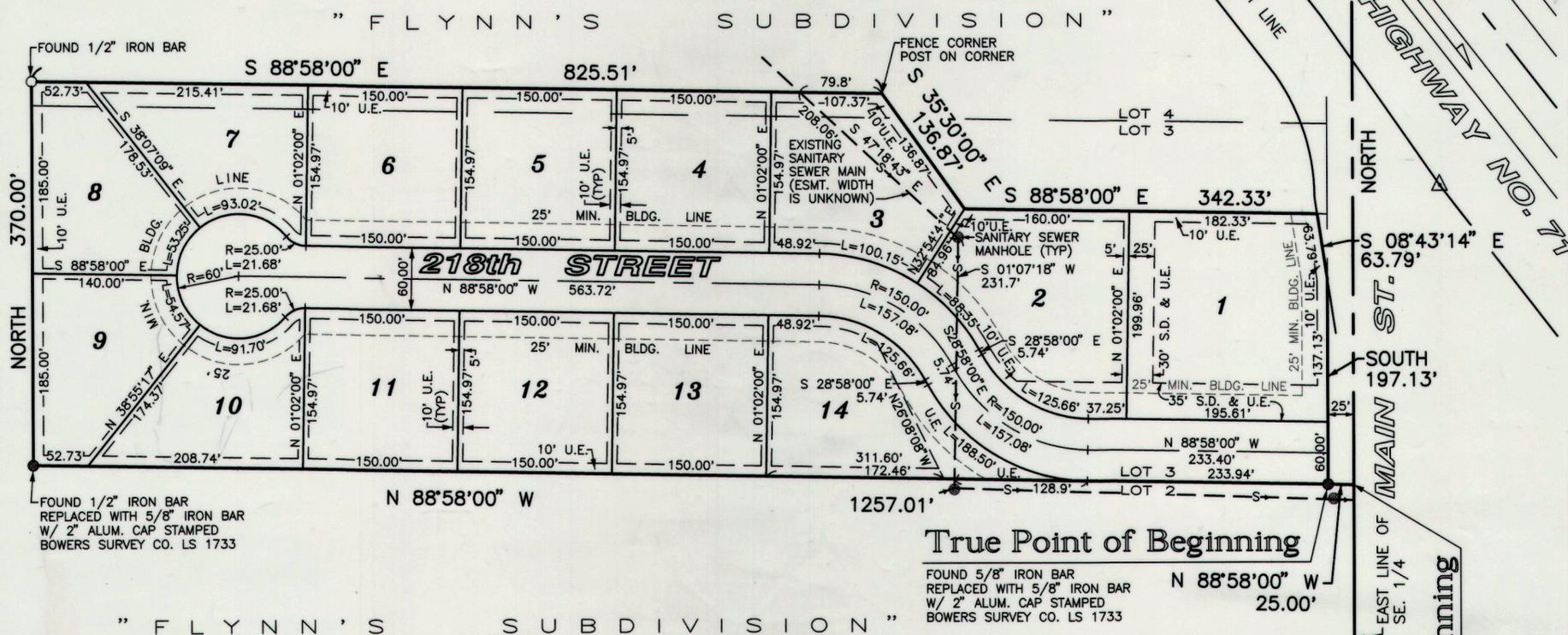
Final Plat of "Forest Scott Industrial Park" Lots 1 thru 14

A Subdivision of Land
in the City of Peculiar,
Cass County, Missouri

STATE OF MISSOURI
COUNTY OF CASS
CERTIFIED INSTRUMENT RECORDED
126794
126794
90 MAR -5 A 9:52.1
RECORDED IN BOOK 15 PAGE 25
JOHN KOHLER, CLERK
DEPUTY RECORDING FEE \$ 25
RECORDING FEE \$ 13
TOTAL \$ 38

Description

A PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN BOOK 1506 AT PAGE 25, IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI DESCRIBED AS FOLLOWS: A PART OF LOTS 3 AND 4, "FLYNN'S SUBDIVISION", A SUBDIVISION OF LAND IN CASS COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, FILED IN PLAT BOOK 2 AT PAGE 72, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 718.18 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 45, RANGE 32, CASS COUNTY, MISSOURI; THENCE NORTH 88°58'00" WEST, 25.00 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING NORTH 88°58'00" WEST, 1257.01 FEET; THENCE NORTH, 370.00 FEET; THENCE SOUTH 88°58'00" EAST, 825.51 FEET; THENCE SOUTH 35°30'00" EAST, 136.87 FEET; THENCE SOUTH 88°58'00" EAST, 342.33 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE U.S. HIGHWAY NO. 71 OUTER ROAD; THENCE SOUTH 8°43'14" EAST ALONG SAID RIGHT-OF-WAY LINE, 63.79 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE SOUTH ALONG SAID WEST RIGHT-OF-WAY LINE OF MAIN STREET, 197.13 FEET TO THE TRUE POINT OF BEGINNING.



Dedication

THE UNDERSIGNED PROPRIETORS OF THE REAL ESTATE DESCRIBED HEREIN HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS "FOREST SCOTT INDUSTRIAL PARK" LOTS 1 THRU 14." IT SHALL BE A SUFFICIENT DESCRIPTION OF EACH LOT PLATTED HEREON TO BE DESIGNATED BY THE NUMBER WHICH APPEARS ON SAID LOT FOLLOWED BY THE WORDS "FOREST SCOTT INDUSTRIAL PARK".

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

THE STREETS OR ROADS SHOWN ON THIS PLAT AND NOT ALREADY DEDICATED TO THE PUBLIC, ARE HEREBY SO DEDICATED.

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

Owner's Certificate

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

IN WITNESS WHEREOF, THE PROPRIETOR HAS CAUSED THIS PLAT TO BE SIGNED BY ITS PRESIDENT AND ATTESTED BY ITS SECRETARY, AND THE CORPORATE SEAL HERETO ATTACHED, THIS 5th DAY OF MARCH, 1998.

FOREST SCOTT INDUSTRIES, INC.
BY: [Signature] PRESIDENT
ATTEST: [Signature] SECRETARY

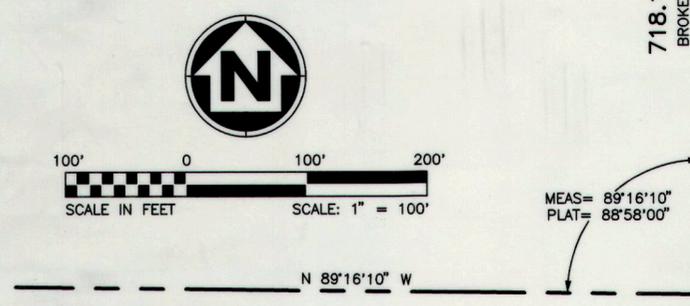
STATE OF Missouri
COUNTY OF Cass
ON THIS 5th DAY March, 1998, BEFORE ME APPEARED JEFFREY S. SMITH / CHRISTOPHER P. SMITH TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN (OR AFFIRMED) DID SAY THAT HE IS PRESIDENT OF FOREST SCOTT INDUSTRIES AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS, AND They ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

[Signature] (SEAL)
NOTARY PUBLIC

MY COMMISSION EXPIRES 12-30-98
SANDRA L. RICKETTS
Notary Public - State of Missouri
Commissioned in Cass County
My Commission Expires Dec. 30, 1998

APPROVED: THE CITY PLANNING COMMISSION OF PECULIAR, MISSOURI.
SIGNED: [Signature] CHAIRMAN
DATE: 1-8-98

APPROVED: THE CITY COUNCIL OF PECULIAR, MISSOURI.
SIGNED: [Signature] MAYOR
DATE: February 17, 1998
ATTEST: [Signature] CITY CLERK



NOTE: BEARINGS SHOWN ARE BASED UPON A DEED BEARING OF NORTH AND SOUTH ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 45, RANGE 32 IN THE CITY OF PECULIAR, CASS COUNTY, MISSOURI.

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

1/2" IRON BARS WITH 1" PLASTIC CAPS STAMPED LS 1733 TO BE SET ON ALL BACK LOT CORNERS AND BOUNDARY CORNERS, AND CURBS TO BE NOTCHED UPON COMPLETION OF STREETS, UNLESS NOTED OTHERWISE ON THIS PLAT.

● = 5/8" IRON BAR WITH 2" ALUMINUM CAP STAMPED "BOWERS SURVEY" LS 1733 TO BE SET.

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

AT THE TIME OF ISSUANCE OF THIS FINAL PLAT A CURRENT TITLE REPORT HAD NOT BEEN RECEIVED. BOWERS SURVEY COMPANY SHALL NOT BE LIABLE FOR EASEMENTS OR RIGHTS-OF-WAY NOT SHOWN HEREON.

THE UNDERSIGNED REGISTERED LAND SURVEYOR HEREBY STATES THAT HE HAS SURVEYED THE DESCRIBED PROPERTY AND SUBDIVIDED IT AS SHOWN ON THIS PLAT IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS. HE FURTHER STATES THAT HE HAS COMPLIED WITH ALL STATUTES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND THE PLATTING OF SUBDIVISIONS TO THE BEST OF HIS PROFESSIONAL KNOWLEDGE.

FOR: FOREST SCOTT INDUSTRIES, INC.

BOWERS SURVEY COMPANY
110 SOUTH INDEPENDENCE P.O. BOX 71
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SECTION	TOWNSHIP	RANGE	COUNTY	STATE	DATE	JOB NO.
9	45	32	CASS	MISSOURI	1-7-98	14667-98

DRAWING NO. 14667FP.DWG DRAWN BY: TSB CHECKED BY:

STATE OF MISSOURI
JERRELL T. BOWERS
REGISTERED LAND SURVEYOR
LS-1733
1-7-98

JERRELL T. BOWERS MO LS 1733

**DECLARATION OF CONDOMINIUM
OF
IRON HORSE CONDO ASSOCIATION,
A CONDOMINIUM**

City of Peculiar, Cass County, Missouri

THIS DECLARATION is made this ____ day of _____, 2016, by Affinity Properties, Inc., a Missouri corporation, with a place of business at 11308 E. 218th Street, Peculiar, MO 64078 (the “Declarant”), as the owner in fee simple of the Real Estate hereinafter described.

Article 1
SUBMISSION

1.1 Property. Declarant, the owner in fee simple of the Real Estate described in Exhibit A attached hereto and made a part hereof (the “Real Estate”) situated in the City of Peculiar, Cass County, Missouri, hereby submits the Real Estate, together with and subject to all easements, rights and appurtenances thereto belonging and the Buildings and improvements erected or to be erected thereon (collectively, the “Property”) to the provisions of Chapter 448, Missouri Revised Statutes, as the same may be amended from time to time, known as the Uniform Condominium Act (the “Act”). The Condominium consists of the land described in Exhibit A and all improvements thereon consisting of Units 1 through 8, inclusive, as depicted on the Plat.

1.2 Address of Condominium. The address of the Condominium is:

11308 E. 218th Street
Peculiar, MO 64078

Article 2
DEFINITIONS

2.1 Terms Defined in the Act. Capitalized terms are defined herein or in the Plat, otherwise they shall have the meanings specified or used in the Act.

2.2 Terms Specifically Defined in This Declaration. In addition to the terms hereinabove defined, the following terms shall have the following meanings in this Declaration, the Bylaws, and Plat:

- (a) “Association” means the Unit Owners Association of the Condominium, which is known as the Iron Horse Condo Association.
- (b) “Buildings” (or in the singular, a “Building”) means any, commercial or, service structure or other improvement now or hereafter constructed on the Property.
- (c) “Bylaws” means the document having that name and providing for the governance of the Association, pursuant to Section 448.3-106 of the Act, as such document may be amended from time to time.
- (d) “Common Elements” (or in the singular, a “Common Element”) means those parts of the Property either described in the Act as being Common Elements or described herein or in the Plat as being Common Elements.
- (e) “Common Expenses” means expenditures made by or financial liabilities of the Association together with any allocations to reserves.
- (f) “Condominium” means the Condominium described in Section 1.1 above.
- (g) “Condominium Documents” includes the Declaration, Plat, Bylaws and Rules and Regulations.
- (h) “Declarant” means Affinity Properties, Inc., and its successors and assigns.
- (i) “Declaration” means this document, as the same may be amended from time to time.
- (j) “Development Rights” means those rights, if any, which the Declarant has reserved to itself as set forth in Article 15 and elsewhere in this Declaration.
- (k) “Eligible Mortgage Holder” means the holder of a recorded first mortgage or deed of trust on a Unit which has requested in writing that the Association notify it of actions by the Association requiring the consent of Eligible Mortgage Holders under this Declaration.
- (l) “Executive Board” means the Executive Board of the Association.
- (m) “Limited Common Elements” (or in the singular, a “Limited Common Element”) means those parts of the Property either described in the Act as being Limited Common Elements or described herein or in the Plat as being Limited Common Elements.

- (n) “Quarterly Assessment” means the Unit owner’s share of the anticipated Common Expenses, allocated by Unit, for each quarter of the Association’s fiscal year as reflected in the budget adopted by the Executive Board for such year assessed in advance of the quarter.
- (o) “Mortgagee” means the holder of any recorded first mortgage or deed of trust encumbering one or more of the Units.
- (p) “Percentage Interest” means the undivided interest in the Common Elements appurtenant to a Unit, as set forth on Exhibit B attached hereto, as the same may be amended from time to time. Each Percentage Interest held by a Unit Owner shall be a 1/8th interest = 12.5%.
- (q) “Property” means the Property described in Section 1.1 above.
- (r) “Plat” means the Plat recorded herewith as such may be amended from time to time, reduced photocopies of which are attached hereto as Exhibit C.
- (s) “Record” means to record in the office of the Cass County Recorder of Deeds.
- (t) “Rules and Regulations” means such rules and regulations as are promulgated by the Declarant or the Executive Board from time to time with respect to the use of all or any portion of the Property.
- (u) “Special Assessment” means a Unit owner’s share of any assessment made by the Executive Board in addition to the Monthly Assessment.
- (v) “Special Declarant Rights” means those rights which the Declarant has reserved to itself as set forth in Article 15 and elsewhere in this Declaration.
- (w) “Unit” means a physical portion of the Condominium created by this Declaration or any amendment thereto and designated for separate ownership or occupancy, the boundaries of which are described in Article 3.
- (x) “Unit Owner” means the owner of a single Unit.

2.3 Provisions of the Act. The provisions of the Act shall apply to and govern the operation and governance of the Condominium, except to the extent that contrary provisions, not prohibited by the Act, are contained in one or more of the Condominium Documents.

Article 3 UNIT BOUNDARIES AND MAINTENANCE RESPONSIBILITIES

3.1 Unit Boundaries.

(a) The boundary lines of each Unit are as shown on the Plat and are formed by the following planes:

1. The Unit-side surface of the walls and partitions of the Buildings which enclose such Unit and separate it from adjoining Units or Common Elements, the Unit to include the thickness of the finish material, such as steel or aluminum walls;
2. The Unit-side surface of Common Elements within or passing through such Unit, the Unit to include the thickness of the finish material;
3. The Unit-side surface of the ceiling of the uppermost story of the Unit and t to include the thickness of the finish material;
4. The Unit-side surface of the concrete slab constituting the floor;
5. The exterior surface of doors, and their sills and hardware, and the Unit-side surface of the door frames in which such doors are set, the Unit to include the thickness of the finish material.

(b) Each Unit consists of all portions of the Building in which it is located within the aforesaid boundary lines, except the air space displaced by (i) structural members, firewalls and (ii) other Common Elements within such Unit including, without limitation, chutes, flues, ducts, wires, conduits and pipe runs which serve more than one Unit. By way of illustration and not limitation, there is included within a Unit: (1) the air space enclosed by such boundary lines, (2) all non-load bearing partitions which are wholly contained within such boundary lines including, but not limited to, all interior doors, interior door frames, hardware, electrical outlets and wiring, telephone outlets and conduits and other equipment and devices in such partitions that are added to the Unit by the Unit Owner and not the Association and which serve only such Unit, (3) all fixtures located within such boundary lines and serving only such Unit, and their water and waste connections, (4) heat pumps, exhaust fans and the grilles, registers, ventilation ducts, and related fixtures which serve only such Unit, whether or not any of the foregoing is located in any portion of the Common Elements but excluding the common heating units in the Property which are used to heat all Units through the open ceiling and limited wall extensions, which cannot be modified or raised by a Unit Owner in its Unit, and which are Common Elements (5) lighting devices (including by way of illustration and not limitation, lamps and bulbs which are surface mounted on, recessed in or suspended from, ceilings, walls and partitions within or around the perimeter of such Unit) serving only such Unit, whether or not such lighting devices are themselves located entirely within the boundary lines of such Unit, and (6) outlets, wires, cables, conduits, circuits and related equipment transmitting electricity for lighting and power or transmitting electrical impulses and signals which serve only such Unit and which are located entirely within the boundary lines of such Unit, but excluding such items which run through the building to provide services to other Units, which are Common Elements.

(c) Each Unit's identifying number is shown on the Plat and on Exhibit B.

3.2 Relocation of Unit Boundaries. Relocation of boundaries between Units will be permitted subject to compliance with the provisions therefor in Section 448.2-112 of the Act and subject to compliance with any conditions, restrictions or requirements imposed by the Executive Board, and only upon unanimous approval of all eight of the Unit Owners. The cost for preparation and recordation of any documents required for the relocation of boundaries between Units shall be chargeable to the Units involved as a Special Assessment.

3.3 Maintenance Responsibilities.

- (a) The Association, through the Executive Board, shall be responsible for maintenance, repair and replacement of the Common Elements including, but not limited to the Limited Common Elements and the following:
 - 1. maintenance, repair and replacement, in accordance with the terms of any maintenance agreement between Declarant and any governmental body or organization for the drainage system for the Property.
 - 2. maintenance, repair and replacement of the driveways and parking areas; such maintenance may include, but shall not be limited to, snow removal;
 - 3. maintenance, repair and replacement of the electrical system, including batteries outlets, wires, cables, conduits, circuits and related equipment transmitting electricity for lighting, heaters, fuse boxes and electrical figures installed in the Units when the Association is formed; and
 - 4. care and replacement of the trees, shrubbery, and other plantings already existing on the Property or planted by or on behalf of the Declarant. Maintenance of the exterior of the Property, including the slag, walls, doors, light fixtures, driveways, and any other Common Elements.

The Executive Board, in its discretion, may provide the maintenance and other services described in this Section 3.3(a) through independent contractors and the Association shall have no employees whatsoever. The cost of the provision of such services shall be a Common Expense.

- (b) Each Unit owner is responsible for maintenance, repair and replacement of their Unit. Upon reasonable advance notice, each Unit owner shall afford to the Association and other Unit owners, agents, access through their Unit reasonably necessary for the maintenance, repair and replacement of the Common Elements. except in the case of emergencies requiring immediate access without notice to avoid substantial casualty loss or interruption of services to the Units.

- (c) Utilities are payable as a Common Expense.

Article 4
DESCRIPTION AND ALLOCATION OF COMMON ELEMENTS AND

LIMITED COMMON ELEMENTS

4.1 Description of Common Elements. Common Elements shall mean those portions of the Buildings defined as such pursuant to Sections 448.1-103(4) and 448.2-102(1) of the Act, except as provided otherwise herein, or as identified and designated as Common Elements in the Plat, including, but not limited to, the following:

- (a) the drainage system for the Property;
- (b) the driveways and parking areas; and
- (c) the trees, shrubbery and other plantings already existing on the Property or planted by or on behalf of the Declarant.
- (d) The entire exterior of the building, including but not limited to the exterior structure, walls, doors, garage doors, roof, lights and fixtures, parking lot, slab under the property, sewer lines.
- (e) All interior and exterior outlets, wires, cables, fixtures, fuse boxes and electrical panels, conduits, circuits and related equipment transmitting electricity for lighting and power;
- (f) All interior and exterior plumbing fixtures and pipes for water in the Units;
- (g) The heaters and related electrical, gas and other equipment related thereto;
- (h) Entrance walls;
- (i) Yard area behind and in front of building, if any;
- (j) And excluding any improvements made by any individual Unit Owner to its Unit in addition to the above.

4.2 Description of Limited Common Elements. Limited Common Elements shall mean those portions of the Buildings defined as such pursuant to Sections 448.2-102(2) and (4) of the Act or as identified and designated as Limited Common Elements on the Plat, if any, or by Section 4.3 hereof. Those portions of the Limited Common Elements serving only the Unit adjacent to such Limited Common Element are Limited Common Elements allocated only to the Unit which they serve.

4.3 Specified Limited Common Elements. The following portions of the Buildings or the Property are hereby designated as Limited Common Elements: shutters, awnings, window boxes etc. which are added by a Unit Owner to its Unit with the appropriate Association approvals which are not part of the Unit but which are adjacent to and serve only such Unit, and which are not Common Elements defined above

4.5 Alteration of Common Elements by the Declarant. The Declarant reserves the right to modify, alter, remove or improve portions of the Common Elements at its own expense, including without limitation, any equipment, fixtures and appurtenances, when in the Declarant's judgment it is necessary or desirable to do so, until the expiration of the applicable warranty period. Such rights do not include rights to add or remove real estate not deemed to be fixtures.

4.6 Allocation of Parking Spaces. Each Unit Owner shall be allowed to use the Common Elements relating to parking in the area directly outside its Unit, but only for temporary parking and not long-term parking in excess of five (5) days, and so long as it does not interfere with the rights of all other Unit Owners to use their Units. Unit Owners will work cooperatively together to share the parking lot for maintenance and cleaning of the motorhome stored in the Unit. The Executive Board shall have the power in its discretion from time to time to so allocate parking spaces.

Article 5
ALLOCATION OF PERCENTAGE INTERESTS, COMMON
EXPENSES AND VOTING RIGHTS

5.1 Percentage Interests. Attached as Exhibit B hereto is a list of all Units by their Identifying Number and the Percentage Interest appurtenant to each Unit, determined by dividing the gross square footage by the number of all of the Units (8) in the Condominium: resulting in each Unit constituting 1/8th or 12.5% of the Percentage Interests. .

5.2 Common Expenses. The liability of each Unit for the Common Expenses of the Condominium shall be the Percentage Interest of 12.5% as set forth in Section 5.1 and on Exhibit B,

5.3 Allocation of Unit Owner's Voting Rights. Each Unit owner shall be entitled to one (1) vote for each Unit owned by that Unit Owner.

Article 6
EASEMENTS

6.1 Additional Easements. In addition to the easements provided for by the Act, the following easements are hereby created:

- (a) All Units shall be subject to an easement in favor of the Declarant pursuant to Sections 448.2-115 and 448.2-116 of the Act. The Declarant reserves the right to use any Units owned or leased by the Declarant as a model, and the Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property that does not interfere with the rights of any other Unit Owner to use its Unit, and may be relocated or removed, all at the

sole discretion of the Declarant. This easement shall continue until the Declarant has conveyed all Units in the Condominium to Unit owners other than the Declarant.

- (b) The Units and Common Elements shall be, and hereby are, made subject to easements in favor of the Declarant, other Unit owners, appropriate utility and service companies, and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created by this Section 6.1(b) shall include, without limitation, rights of the Declarant, any Unit owner or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches and pump stations, telephone wires and equipment, electrical wires, conduits, and equipment and ducts and vents over, under, through along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 6.1(b), any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant or so as not to materially interfere with the use or occupancy of the Unit by its occupants. With respect to any utility lines or equipment serving only the Condominium and located upon the Common Elements, the Executive Board shall have the right and power to dedicate and convey title to the same to any private or public utility company. The Executive Board shall also have the right and power to convey permits, licenses and easements over the Common Elements for the installation, maintenance, repair and replacement of utility poles, lines, wires and other equipment to any private or public utility company. In addition, the Executive Board shall have the right to grant permits, licenses and easements over the Common Elements for the building and maintenance of roads and for other purposes necessary for the proper operation of the Condominium.
- (c) The Declarant reserves for as long as it is entitled to exercise any Development Right an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and/or correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 6.1(c) expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably determined to be necessary. The Declarant or the Association, as the case may be, shall restore the affected property as closely to its original condition as is practicable.
- (d) The Common Elements (other than the Limited Common elements) shall be, and hereby are made, subject to an easement in favor of the Unit owners and their invitees, tenants and servants, the Association and the agents of the Association for access, egress and ingress over, through and across each portion thereof, pursuant to such requirements and subject to such charges as the Executive Board may from time to time prescribe; provided that nothing contained herein shall create any access easement in favor of Unit owners with respect to such portions of the Common Elements which are not needed in order to gain access to one or more Units and as to which the Executive Board may from time to time determine it to be necessary or desirable to limit or control access by Unit owners or the occupants of Units, or both, including, by way of illustration and not limitation,

machinery and equipment rooms, and any management agent's office, provided, however, that every Unit owner shall have an unrestricted right of ingress and egress to their Unit.

- (e) The Common Elements and Units are subject to an easement in favor of the Declarant for the purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements.
- (f) The Common Elements (including, but not limited to, the Limited Common Elements) shall be and hereby are made subject to an easement in favor of the Association and the agents, and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements (including, but not limited to, the Limited Common Elements).
- (g) The Common Elements (including, but not limited to, the Limited Common Elements) shall be and hereby are made subject to the following easements in favor of the Units benefited:
 - 1. For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are part of or exclusively serve a single Unit and which pass across or through a portion of the Common Elements;
 - 2. For the installation, repair, maintenance, use, removal and/or replacement of overhead lighting fixtures, electrical receptacles and the like which are located in a portion of the ceiling, wall or floor adjacent to a Unit which is a part of the Common Elements; provided that the installation, repair, maintenance, use, removal or replacement of such fixtures, receptacles and the like does not unreasonably interfere with the common use of any part of the Common Elements or impair or structurally weaken the Buildings;
 - 3. For driving and removing nails, screws, bolts and the like into the Unit-side surface of walls, ceilings and floors which are part of the Common Elements; provided that such action will not unreasonably interfere with the common use of any part of the Common Elements or impair or structurally weaken the Buildings; and
 - 4. For the maintenance or the encroachment of any lighting devices, outlets, , exhaust fans, and similar fixtures which serve only one Unit but which encroach into any part of any Common Element or Limited Common Element on the date this Declaration is recorded or any amendment hereof is recorded.
- (h) To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Building in which it is located, the Common Elements and the Limited Common Elements, and each Unit and the Common Elements shall be subject to

an easement for structural support in favor of every other Unit in that particular Building, the Common Elements and the Limited Common Elements.

- (i) The Units and the Limited Common Elements are hereby made subject to the following easements:

1. In favor of the Association and its agents, and independent contractors, (i) for inspection of the Units and Limited Common Elements in order to verify the performance by Unit owners of all items of maintenance and repair for which they are responsible, (ii) for inspection, maintenance, repair and replacement of the Common Elements or the Limited Common Elements situated in or accessible from such Units or Limited Common Elements or both, (iii) for correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements, the Limited Common Elements and/or the Units, (iv) for any of the purposes set forth in Section 6.1(j) or Section 6.1(k) hereof, and (v) to do any other work reasonably necessary for the proper maintenance of the Condominium, it being understood and agreed that the Association and its agents, and independent contractors shall take reasonable steps to minimize any interference with a Unit Owner's use of their Unit resulting from the Association's exercise of any rights it may have pursuant to this Section 6.1(i)(1) and the following Section 6.1(i)(2) or both;

2. In favor of the Unit owner benefited thereby and the Association and its agents, and independent contractors, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical, telephone, or other communication systems and all other utility lines and conduits which are part of the Common Elements and which pass across or through a portion of one or more Units.

- (j) Whenever in this Declaration and the Plat a boundary line of a Unit is described as being the Unit-side surface of the concrete slab constituting the floor of the Unit, , cleaning and maintaining such surface, all at the cost and expense of the owner of such Unit; it being understood and agreed that the Association acting by its Executive Board on behalf of all Unit owners, shall, at all times while this Declaration is in effect, retain the right and duty to maintain, repair and/or replace such concrete slab of which said surfaces are a part, notwithstanding the fact that such maintenance, cleaning, repair or replacement may temporarily adversely affect the Unit owner's aforesaid easement and right to use the said Unit-side surface of such concrete slab.
- (k) Wherever in this Declaration and the Plat a boundary line of a Unit is described as being the Unit-side surface of a designated portion of the Property, it is intended thereby, and it is hereby declared, that the owner of such Unit shall have an easement for the purpose of decorating such surfaces and affixing thereto and removing therefrom paint, wall systems and, and (with respect to all such portions of the Property) cleaning and maintaining such surfaces, all at the cost and expense of the owner of such Unit; except in the event of maintenance, repair or replacement occasioned by a loss insured against by the policy or policies of insurance maintained by the Association pursuant to Article 9 hereof. It is

understood and agreed that the Association, acting by its Executive Board on behalf of all Unit owners, shall, at all times while this Declaration is in effect, retain the right and duty to maintain, repair and/or replace the portions of the Property of which said surfaces are a part, notwithstanding the fact that such maintenance, cleaning, repair or replacement may temporarily adversely affect the unit owner's aforesaid easement and right to use the Unit-side surface of such portion of the Property.

- (l) If construction, reconstruction, repair, shifting, settlement or other movement of any portion of the Condominium results either in the Common Elements encroaching on any Unit, or in any Unit encroaching on the Common Elements or on any other Unit, a valid easement shall exist during the period of the encroachment for the encroachment and for the maintenance thereof.
- (m) All easements, rights and restrictions described and mentioned in this Declaration are easements appurtenant, running with the land and the Property, including by way of illustration but not limitation the Units and the Common Elements, and (except as expressly may be otherwise provided herein or in the instrument creating the same) shall continue in full force and effect until the termination of this Declaration.

6.2 Reservation of Easement Rights. Until the construction, marketing and sale of all Units is completed, including any future Units which may be created under Section 15.2 of this Declaration, the Declarant reserves the right to grant to any third party any license or easement in, on, over or through the Property, in addition to and not in limitation of those set forth above, which license or easement is determined by the Declarant, in its reasonable judgment, to be necessary for the development or improvement of the Property. Any such license or easement granted hereunder may be recorded by the Declarant at its sole cost and expense. The Association, at the request of the Declarant, shall execute and deliver in recordable form any instrument or document necessary or appropriate to confirm the grant of such license or easement.

Article 7 RESTRICTIONS ON USE, SALE AND LEASE OF UNITS

7.1 Use. The following restrictions shall apply to the use of the Condominium:

- (a) The Units are restricted to use as a storage facility. The Units may not be used for any other purposes by the Unit owner or any future Unit owner. No present or future owner of any Unit shall permit their Unit to be used or occupied for any purpose other than as a storage facility. Specifically prohibited hereby is any use by a present or future owner of any Unit as a residence, or for the operation or storage location for a commercial business or enterprise of any type.
- (b) No Unit owner may obstruct the Common Elements in any way. No Unit owner may store anything in or on the Common Elements without the prior written consent of the Executive Board.

- (c) No Unit owner may carry on any practice, or permit any practice to be carried on, which unreasonably interferes with the quiet enjoyment of the occupants of any other Unit. The Property is to be maintained in a clean and sanitary condition, and no Unit owner may place any garbage, trash or rubbish anywhere in the Property other than in their own Unit and in or on such parts of the Common Elements as may be designated for such purpose by the Executive Board.
- (d) No Unit shall be used, occupied or kept in a manner which in any way increases the fire insurance premiums for the property without the prior written permission of the Executive Board.
- (e) Except for a single small non-illuminated name sign or sign indicating the Unit address on the door to their Unit, no owner of any Unit (other than the Declarant in connection with its marketing and sale of the Units) may erect any sign on or in their Unit or any Limited Common Element which is visible from outside their Unit or from the Common Elements, without in each instance having obtained the prior written permission of the Executive Board. This provision is not intended to prevent the Executive Board from maintaining on the Common Elements a register of Unit occupants, or owners, or both.
- (f) Unless the prior written consent of the Executive Board is given, no domestic animal life (including by way of illustration and not limitation dogs, cats, hamsters, birds, reptiles, amphibians and fish) or livestock (including by way of illustration and not limitation, cattle, horses, sheep, pigs and chickens) may be kept by a Unit owner in their Unit.
- (g) The Executive Board may from time to time promulgate reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit owners by the Association promptly after the adoption of such Rules and Regulations and any amendments thereto. Such Rules and Regulations may not alter or amend any provision of this Declaration.
- (h) The owner of a Unit shall be responsible for maintaining such Unit in good order and repair, at the expense of such owner.
- (i) The owner of a Unit shall be responsible for the cleanliness of any Limited Common Element serving such Unit, at the expense of such Unit owner.
- (j) The owner of a Unit shall not alter in any way any portion of their Unit which is part of the exterior facade of the Building in which it is located, including by way of example but not by way of limitation exterior doors, without the prior written consent of the Executive Board.
- (k) No Unit may be subdivided in any manner whatsoever, and no Unit may be leased to multiple parties, it being the clear intent of the Declarations that there shall be eight (8) Units and 8 Unit Owners only.

7.2. Sale and Lease of Units.

- (a) A Unit Owner, including but not limited to the Declarant, may sell or lease their Unit at any time and from time to time provided that:
1. All tenancies must be in writing and shall be for a term of not less than 30 days and
 2. Each approved tenant and lease shall be subject to and be bound by all of the covenants, restrictions and conditions set forth in the Condominium Documents.
- (b) This Section 7.2 shall not be deemed or construed to impair a Mortgagee's right to foreclose, accept a deed in lieu of foreclosure or sell or lease a Unit so acquired by the Mortgagee.

Article 8 RIGHTS OF MORTGAGEES, INSURERS AND GUARANTORS

8.1 Subject to Declaration. Whether or not it expressly so states, any mortgage which constitutes a lien against a Unit and an obligation secured thereby shall provide generally that the mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act, the Declaration, the Plat and any Rules and Regulations.

8.2 Rights of Eligible Mortgage Holders.

- (a) Any Unit Owner who mortgages his Unit shall notify the Association of such mortgage, and provide and keep current the name and address of his mortgagee. Each mortgagee shall be permitted to notify the Association in writing of the fact that such mortgagee holds a deed of trust or mortgage on a Unit, and must do so to be provided with the benefits herein, at which time it becomes an "Eligible Mortgage Holder." The Board shall maintain such information in a book entitled "Mortgagees of Units." Failure of a mortgagee to notify the Association in writing of its deed of trust or mortgage on a Unit releases the Association from any obligations to that mortgagee holder under the Declaration.
- (b) The Association shall send reasonable prior written notice by prepaid United States mail to Eligible Mortgage Holders of the consideration by the Association of the following proposed actions:
1. The termination of the Condominium pursuant to Section 448.2-118 of the Act;
 2. A change in the allocated interest of a Unit, a change in the boundaries of a Unit or a subdivision of a Unit;
 3. The merger or consolidation of the Condominium with another condominium;

4. The conveyance or subjection to a security interest of any portion of the Common Elements;

5. The proposed use of any proceeds of hazard insurance required to be maintained by the Association under Section 448.3-113.1 of the Act for purposes other than the repair or restoration of the damaged property;

6. Any default in the performance or payment by a Unit Owner of any obligations under the Declaration, including, without limitation, default in the payment of Common Expense liabilities, that are not cured within ten (10) days after notice thereof to the Unit Owner.

(c) In the event of any proposed actions described in Section 8.2, subsection (a), paragraph (1), (2), (3), (4), or (5) hereinabove, an Eligible Mortgage Holder shall have the right, but not the obligation, within a period of five (5) business days after notice is delivered to it, to act in place of the Unit Owner and to cast the votes allocated to that Unit or give or withhold any consent required of the Unit Owner for such action by delivering written notice to the Association with a copy to the Unit Owner prior to or at the time of the taking of the proposed action, which notice shall be sent by prepaid United States mail, return receipt requested, or by delivery in hand. Failure of the Eligible Mortgage Holder to so exercise such rights within the noted period of time shall constitute a waiver thereof and shall not preclude the Unit owner from exercising such right. In the event of any default described in subsection (a), paragraph (7), the Eligible Mortgage Holder shall have the right, but not the obligation, to cure such default.

(d) In addition, an Eligible Mortgage Holder or its representative shall have the right to attend Association and Executive Board meetings for the purposes of discussing the matters described in subsection (a), paragraphs (1) through (6).

8.3 Rights of Mortgage Holders, Insurers or Guarantors.

(a) The Association shall send timely prior written notice of the following matters by prepaid United States mail to holders, insurers and guarantors of the mortgage on any Unit which are Eligible Mortgage Holders:

1. Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage;

2. Any sixty (60)-day delinquency in the payment of Monthly Assessments or other charges owed by the Unit Owner of any Unit on which it holds the mortgage;

3. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

4. Any proposed action that requires the consent of fifty-one percent (51%) of the Eligible Mortgage Holders.
- (b) To receive such notice, the mortgage holder, insurer or guarantor shall send a written request therefor to the Association, stating its name and address and the unit number or address of the unit on which it holds, insures or guarantees the mortgage, and agreeing to provide an address for such notice, and to keep it updated so the Association may rely on this as the notice address of record, and at which time it becomes.

8.4 Liability for Use and Charges. Any mortgagee who obtains title to a Unit pursuant to the remedies provided in a mortgage for foreclosure of such mortgage or a deed in lieu of foreclosure shall not be liable for such Unit Owner's unpaid assessments or charges which accrue prior to the acquisition of title to such Unit by the Mortgagee, except to the extent otherwise provided for in the Act and except to the extent that such Mortgagee is liable as a Unit Owner for the payment of such unpaid assessment or charge that is assessed against the Mortgagee as a result of all Unit Owners being reassessed for the aggregate amount of such deficiency, if such reassessment is imposed by the Association at its sole discretion.

8.5 Condemnation Rights. No provision of this Declaration shall give a Unit Owner, or any other party, priority over any rights of the Mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation award for loss to or a taking of one or more Units and/or Common Elements.

8.6 Books and Records. Any Mortgagee shall have the right, exercisable by written notice to the Executive Board, to examine the books and records of the Association and to require that it be provided with a copy of each annual report of the Association and other financial data of the Association reasonably requested by such Mortgagee.

Article 9 INSURANCE

9.1 Types and Amounts. The Association shall maintain as a Common Expense and to the extent reasonably available, the following types and amounts of insurance:

- (a) Property insurance insuring against all risks of direct physical loss normally covered by the standard extended coverage endorsement and commonly insured against, including those covered by the standard "all risk" endorsement, or such other fire and casualty insurance as the Executive Board may determine provides equal or greater protection for the Unit Owners and their Mortgagees, if any, in each case complying with the applicable requirements of Section 9.2 hereof. The insurance maintained by the Association shall cover the Property, including but not limited to, all Common Elements and Limited Common Elements, the Units and all improvements, fixtures and appliances contained within the Unit as of the date of settlement on the Unit by the Declarant or the value thereof, and building service equipment and common equipment, fixtures, personal property and supplies owned by the Association, but excluding any improvements or appliances subsequently added by a Unit owner and all other personal property of the Unit owner. The amount of any such hazard insurance obtained pursuant to this

paragraph (a) shall be equal to one hundred percent (100%) of the current replacement cost of the Condominium, including the individual Units, at the time the insurance is purchased and at each renewal date without deduction for depreciation, exclusive of land, foundations, excavation and other items normally excluded from coverage. Such hazard insurance policy may, at the option of the Association, contain a “deductible” provision in an amount not to exceed the lesser of \$10,000 or one percent (1%) of the policy face amount. The named insured under the policy shall be “Iron Horse Condo Association, for the use and benefit of the individual owners”, or a specified authorized representative of the Association, including but not limited to any Insurance Trustee, and the Association or its representative, as the case may be, shall be designated to represent the Unit owners in any proceedings, negotiations or settlements under such policy. The “loss payable” clause of such policy shall show the Association or the Insurance Trustee, if any, as a trustee for each Unit owner and each Mortgagee of a Unit. Such policy shall also contain the standard mortgage clause in accordance with Section 9.2(f) of this Declaration, naming each Mortgagee of a Unit, its successors and assigns. If the Executive Board fails within sixty (60) days after the date of an insured loss to initiate a claim for damages recoverable under the policy or policies obtained pursuant to this paragraph (a), any Mortgagee may initiate such a claim on behalf of the Association.

- (b) Comprehensive Liability Insurance, including medical payments insurance, complying with the requirements of Section 9.2 hereof, insuring the Unit owners, in their capacity as Unit owners and Association members and any managing agent retained by the Association, against any liability to the public or to other Unit owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Elements, public ways and any other areas under the supervision of the Association and any part thereof. Such insurance policy shall contain a “severability of interest endorsement” or equivalent coverage which precludes the insurer from denying the claim of a Unit owner because of the negligent acts of the Association or another Unit owner. Such insurance shall include coverage for bodily injury and property damage that results from the operation, maintenance or use of the Common Elements, any liability resulting from lawsuits related to employment contracts in which the Association is a party, water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered in similar projects. The amount of such liability insurance shall be at least \$1,000,000.00 for bodily injury and property damage for any single occurrence. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Executive Board and may be changed in its discretion provided that such policies shall continue to comply with the requirements of this Section and Section 9.2 hereof.
- (c) Such worker’s compensation insurance as applicable laws may require.
- (d) Insurance to satisfy the indemnification obligation of the Association and all Unit owners set out in Section 10.2 hereof, if and to the extent available, including but not limited to insurance coverage commonly referred to as “Directors and Officers Insurance.”

- (e) If at any time it is determined that all or any part of the Property lies within a special flood hazard area, a master or blanket policy of flood insurance covering the Property, including but not limited to, all Common Elements and Limited Common Elements, the Units and all improvements, fixtures and appliances contained within the Unit as of the date of settlement on the Unit or the value thereof, and building service equipment and common equipment, fixtures, personal property and supplies owned by the Association, but excluding any improvements or appliances subsequently added by a Unit owner and all other personal property of the Unit owner. The amount of any such flood insurance obtained pursuant to this paragraph (e) shall be equal to the lesser of one hundred percent (100%) of the insurable value of the property insured or the maximum coverage available under the appropriate National Flood Insurance Administration program. Such flood insurance policy may, at the option of the Association, contain a “deductible” provision in an amount not to exceed the lesser of \$5,000 or one percent (1%) of the policy face amount. Funds to cover this amount shall be included in the Association reserve fund.

- (f) Blanket fidelity bonds naming the Association as obligee and covering any person who handles or is responsible for funds held or administered by the Association, regardless of whether such person receives compensation for such services. In the event that the Association employs a professional experienced managing agent in accordance with Article 13 of this Declaration, such management agent shall maintain a fidelity bond covering itself, naming the Association as an additional obligee and including the same provisions required by this Article 9 for fidelity bonds maintained by the Association. The fidelity bond maintained by the Association or the management agent, as the case may be, shall cover the maximum funds that will be in the custody of the Association or the management agent, as the case may be, at any time while such bond is in force; provided however, that such fidelity bond coverage must at least equal the sum of three months’ Common Expense Assessments for all Units in the Condominium, plus the Association’s reserve fund, if any. Such fidelity bonds may not be cancelled nor may coverage thereunder be substantially changed (whether or not requested by the Executive Board) except by the insurer giving at least ten (10) days prior written notice thereof to the Executive Board, the Insurance Trustee, if any, Unit owners, each Eligible Mortgage Holder on a Unit, and every other party in interest who shall have legitimately requested such notice of the insurer.

9.2 Required Provisions. Insurance obtained by the Association shall be in accordance with the following provisions:

- (a) All policies shall be written with a company authorized to do business in the State of Missouri and, for the hazard insurance policy described in Section 9.1(a) hereof, such company must hold a general policy holder’s rating of at least “A” by Best’s Insurance Reports, or by an equivalent rating bureau should Best’s Insurance Reports cease to be issued.

- (b) Exclusive authority to adjust losses under policies hereafter in force on the Property shall be vested in the Executive Board or its authorized representative.

- (c) Each Unit owner may obtain additional insurance at their own expense; provided, however, that: (1) such policies shall not be invalidated by the waivers of subrogation required to be contained in policies required by this Declaration; and (2) no Unit owner shall be entitled to exercise their right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on the Property at any particular time.
- (d) Any Unit owner who obtains individual insurance policies covering any portion of the Property other than personal property belonging to such owner shall be required to file a copy of such individual policy or policies with the Association within thirty (30) days after purchase of such insurance.
- (e) With respect to the insurance policies described in subsection (a) and (b) of Section 9.1 issued to the Association and covering all or any part of the Property, the Association shall cause such policies to provide that:
1. Each Unit owner is an insured person under such policies with respect to liability arising out of their ownership of an undivided interest in the Common Elements or membership in the Association;
 2. The insurer waives its right to subrogation under the policy against any Unit owner or members of their household;
 3. No act or omission by any Unit owner, unless acting within the scope of their authority on behalf of the Association, will void such policies or be a condition to recovery under such policies or prejudice the coverage under such policies in any way;
 4. If at the time of a loss under such policies there is other insurance in the name of a Unit owner covering the same risk covered by the policy, the Association's policy provides primary insurance;
 5. The liability of the insurer shall not be affected by, and the insurer shall not claim, any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any Unit owner;
 6. The insurer shall be relieved from no liability for loss occurring while the hazard to the Property is increased, whether or not within the knowledge or control of the Executive Board, or because of any breach of warranty or condition or any other act or neglect by the Executive Board or any Unit owner or any other person under either of them;
 7. Such policies may not be cancelled nor may coverage thereunder be substantially changed (whether or not requested by the Executive Board) except by the insurer giving at least ten (10) days prior written notice thereof to the Executive Board, the Insurance Trustee, if any, Unit Owners, each Eligible Mortgage Holder on

the Mortgagees of Units listed every other party in interest who shall have requested such notice of the insurer;

8. The insurer will recognize any Insurance Trust Agreement entered into by the Association.

(f) With respect to the property insurance policy described in subsection (a) of Section 9.1, such policy shall contain a standard mortgagee clause which shall:

1. In the case of mortgages held, insured or guaranteed by the Federal National Mortgage Association, name as Mortgagee either that institution or the appropriate servicer of the mortgage, its successors and assigns;

2. Provide that any reference to a Mortgagee in such policy shall mean and include all holders of mortgages of any Unit in their respective order and preference, whether or not named therein;

3. Provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or neglect of the Board of Directors or Unit owners or any persons under any of them;

4. Waive any provision invalidating such Mortgagee clauses by reason of the failure of any Mortgagee to notify the insurer of any hazardous use or vacancy, and requirement that the Mortgagee pay any premium thereon, and any contribution clause; and

5. Provide that without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable in accordance with subsection (a) of Section 9.1.

(g) With respect to the property insurance policy described in subsection (a) of Section 9.1, such policy shall contain the following endorsements:

1. Agreed Amount and Inflation Guard Endorsement, when it can be obtained.

2. Construction Code Endorsements, if there is a construction code provision that requires changes to undamaged portions of the Buildings even when only part of the Condominium is destroyed by an insured hazard.

9.3 Repair of Damage or Destruction to Condominium. The repair or replacement of any damaged or destroyed portion of the Condominium shall be done in accordance with and governed by the provisions of Sections 448.3-113.5 and 113.8 of the Act.

9.4 Additional Insurance. Nothing in this Declaration shall be construed to limit the authority of the Executive Board to obtain additional insurance which it deems advisable.

Article 10
LIMITATION OF LIABILITY

10.1 Limited Liability of the Executive Board. The Executive Board and its members in their capacity as members, and officers:

- (a) Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Unit owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct of the Association or the Executive Board;
- (b) Shall not be liable to the Unit owners as a result of the performance of the Executive Board members' duties for any mistakes of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct;
- (c) Shall have no personal liability in contract to a Unit owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transactions entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;
- (d) Shall not be liable to a Unit owner, or such Unit owner's tenants, , agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit owner or their tenants, , agents, customers or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct;
- (e) Shall have no personal liability in tort to a Unit owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct in the performance of their duties; and
- (f) Shall have no personal liability arising out of the use, misuse or condition of the Buildings, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct.

10.2 Indemnification. Each member of the Executive Board in their capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees and costs, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of their being or having been a member and/or officer of the Executive Board, or any settlement of any such

proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct in the performance of their duties or any other standard imposed by the Act, provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interest of the Association. The indemnification by the Unit owners set forth in this Section 10.2. shall be paid by the Association on behalf of the Unit owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit owners or otherwise.

10.3 Joint and Several Liability of Unit Owners and Lessees. Each Unit Owner shall be jointly and severally liable with any tenants of the Unit owned by such Unit Owner for all liabilities arising out of their respective ownership, occupancy, use, misuse or condition of such Unit or any portion of the Common Elements or Limited Common Elements that are not otherwise insured by the Association.

10.4 Defense of Claims. Complaints brought against the Association, the Executive Board or the officers, or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the Eligible Mortgage Holders and such complaints shall be defended by the Association. The Unit owners and the holders of mortgages shall have no right to participate in the direction of defense of such claim other than through the Association.

10.5 Storage; Disclaimer of Bailee Liability. Neither the Executive Board, the Association nor any Unit Owner or the Declarant shall be considered a bailee of any personal property stored on the Common Elements (including property located in storage areas on the Common Elements, including the Limited Common Elements), whether or not exclusive possession of the particular area is given to a Unit Owner for storage purposes, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

Article 11

UNITS SUBJECT TO CONDOMINIUM DOCUMENTS; EMINENT DOMAIN

11.1 Applicability of Condominium Documents. Each present and future owner, tenant, occupant and Mortgagee of a Unit shall be subject to and shall comply with the provisions of the Act, and with the covenants, conditions and restrictions as set forth in the Condominium Documents and the deed to such Unit; provided that nothing contained herein shall impose upon any tenant or Mortgagee of a Unit any obligation which the Act or one or more of such documents, or both, make applicable only to Unit owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit, or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Act and the covenants, conditions and restrictions set forth in the Condominium Documents and the deed to such Unit are accepted and ratified by such grantee, Mortgagee or tenant. All of such provisions shall be covenants running

with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. The Association and any aggrieved Unit Owner shall have a right of action against Unit Owners who fail to comply with the provisions of the Condominium Documents or with decisions made by the Association or the Executive Board. Aggrieved Unit owners shall have similar rights of action against the Association.

11.2 Eminent Domain. Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Unit owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, provided, however, that the Association shall officially represent the Unit owners in such proceedings. In any proceedings for the determination of damages, such damage shall be determined for such taking, injury or destruction as a whole and not for each Unit owner's interest therein and any award for such damage shall be payable to the Association for the benefit of the Unit owners and of the Mortgagees of the Units.

Article 12 EXECUTIVE BOARD OF THE ASSOCIATION

12.1 Members.

- (a) The initial Executive Board shall consist of three (3) members. The members of the initial Executive Board shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant-appointed members of the Executive Board shall be replaced with Unit owners other than the Declarant in accordance with the provisions of paragraph (b) of this Section 12.1.
- (b) Not later than the earlier of (i) thirty (30) days after the conveyance of three (3) Units to Unit owners other than the Declarant or (ii) one (1) years following conveyance of the first Unit to a Unit owner other than the Declarant, the Unit Owners (including the Declarant, as a Unit Owner to the extent of any Units owned by the Declarant at that time) shall elect new members of the Executive Board in accordance with the Bylaws.
- (c) The Executive Board shall possess all of the duties and powers granted to the Executive Board by the Act.

12.2 Disputes. In the event of any dispute or disagreement between any Unit owners relating to the Property, or any questions of interpretation or application of the provisions of the Condominium Documents, the determination thereof by the Executive Board shall be final and binding on each and all such Unit owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief in order to assist it in carrying out its responsibilities under this Section 12.2. All costs of obtaining such a judgment shall be borne by the disputant or in the absence of disputants, by the Association as a Common Expense. .

12.3 Abating and Enjoining Violations by Unit Owners. In the event of a breach of any provision contained in the Bylaws, this Declaration or the Act by any Unit Owner or any of the

parties, invitees, guests or tenants of such Unit Owner, the Executive Board shall have the right, in addition to any other rights to which it may be entitled, to cause the Association to seek to enjoin, abate or remedy by appropriate legal proceedings, either by law or in equity, the continuance of any such breach and recover for any damages resulting therefrom. The party enjoined shall pay all the legal costs and expenses incurred by the Association to enforce the relevant agreement being breached.

Article 13 MANAGEMENT

The Association shall have the right to employ a professional experienced managing agent who shall oversee the daily operation of the Condominium in accordance with the provisions of the Act and the Condominium Documents; provided, however, that no agreement for such professional management of the Condominium may exceed a term of one (1) year but may be renewed upon consent of the Association. Such agreement shall be cancelable by either party without cause and without a termination fee upon not less than sixty (60) days nor more than ninety (90) days written notice and shall be cancelable by the Executive Board with cause upon not less than thirty (30) days written notice. Any agreement for professional management negotiated by the Declarant shall meet the requirements of this Article 13 for such agreements negotiated by the Association and shall not exceed one (1) year, but may be renewed upon consent of the Association.

Article 14 ASSESSMENTS; LIABILITY OF UNIT OWNERS

14.1 Power to Assess. The Association, acting through the Executive Board in accordance with the Bylaws, shall have the power to fix and determine, from time to time, the sums necessary and adequate to provide for the Common Expenses, including, but not limited to, such amounts as are necessary for the maintenance, repair and replacement of the Common Elements as set forth in Section 3.3(a) hereof, such amounts as are necessary for uncollectible assessments, budget deficits, such reserves as are hereinafter described and such additional reserves as the Executive Board shall deem necessary or prudent, and such other expenses as are specifically provided for in the Act, this Declaration or the Bylaws. The Association shall have the option to establish an adequate reserve fund for maintenance, repair and replacement of those Common Elements and Limited Common Elements for which the Association is responsible which are anticipated to require replacement, repair or maintenance on a periodic basis, and to cover any deductible amount for insurance policies maintained by the Association. The reserve fund shall be funded by monthly payments as a part of the Common Expenses.

14.2 Special Assessments. If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual Common Expenses for such fiscal year for any reason (including by way of illustration and not limitation, any Unit owner's non-payment of their assessment or municipal assessments not yet assessed), the Executive Board shall have the power, at any time it deems necessary and proper, to levy one or more Special Assessments against each Unit owner. Special Assessments shall be due and payable in the manner and on the date set forth in the notice thereof.

14.3 Payment of Assessments. Each Unit owner, including the Declarant to the extent it is the owner of any unsold Units, shall pay all assessments levied by the Association on each Unit it owns. Liability for such assessments shall be determined in accordance with Section 5.3(a) of the Bylaws. Such assessments shall begin accruing at the time of the creation of the Condominium and they shall be due and payable on a monthly basis as designated by the Executive Board, provided, however, that the first Quarterly Assessments shall be due on the first day of the month following the closing of the first sale of a Unit to a purchaser other than the Declarant. Assessments that are unpaid for over fifteen (15) days after the due date shall bear interest at the rate of eighteen percent (18%) per annum from the due date until paid. In the sole discretion of the Executive Board, a late charge of \$25.00 per assessment not paid when due may be assessed against the delinquent Unit owner.

14.4 Failure to Fix New Assessments. If the Executive Board shall fail to fix new Monthly Assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Unit owners shall continue to pay the same sums they were paying for such Monthly Assessments during the fiscal year just ended and such sum shall be deemed to be the new Monthly Assessments for the succeeding fiscal year. If the Executive Board shall change the Monthly Assessment at a later date, the difference between the new Monthly Assessment, if greater, and the previous year's Monthly Assessment up to the effective date of the new Monthly Assessment shall be treated as if it were a Special Assessment under Section 14.2. hereof; thereafter each Unit owner shall pay the new Monthly Assessment. In the event the new Monthly Assessment is less than the previous year's Monthly Assessment, in the sole discretion of the Executive Board, the excess either shall be refunded to the Unit owners, credited against future Monthly Assessments or retained by the Association for reserves.

14.5 No Exemption by Waiver. No Unit owner may exempt himself from liability for the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of their Unit or otherwise.

14.6 Personal Liability of Unit Owners. All sums assessed by the Association as a Monthly or Special Assessment shall constitute the personal liability of the owner of the Unit so assessed and also, until fully paid, shall constitute a lien against such Unit pursuant to Section 448.3-116 of the Act. The Association shall take action for failure to pay any assessment or other charges pursuant to Section 448.3-116 of the Act. The delinquent owner shall be obligated to pay (a) all expenses of the Executive Board, including reasonable attorney fees, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (b) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such.

14.7 Liability of Purchaser of Unit for Unpaid Assessments. Upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest therein, the grantee thereof shall not be personally liable with the grantor thereof for all unpaid assessments for Common Expenses which are a charge against the Unit as of the date of consummation of the sale, conveyance or transfer, unless such grantee agrees to assume the obligation therefor. A lien

against the Unit so purchased for assessments imposed pursuant to this Declaration or the Act shall not be affected by such sale, conveyance or other transfer, however.

14.8 Subordination of Certain Charges. Any Monthly Assessments or any fees, charges, late charges, fines and interest that may be levied by the Association pursuant to Section 448.3-102 of the Act shall be subordinate to any first mortgage lien except as provided by the Act.

14.9 Working Capital Fund. Declarant may elect to establish a working capital fund equal to a minimum of two (2) months estimated Common Expense Assessment for each Unit. Each Unit's share of the working capital fund shall be collected from the Unit purchaser upon the initial transfer of title from the Declarant to the purchaser and shall be transferred to the Association for deposit into the working capital fund that shall be maintained in a segregated account for the use and benefit of the Association. The amount paid by the Unit purchaser shall not be considered as advance payment of the normal Common Expense liability and no Unit owner shall be entitled to a refund of these monies by the Association upon the subsequent conveyance of their Unit or otherwise. Within sixty (60) days after the closing of the sale of the first Unit sold, Declarant shall pay each unsold Unit's share of the working capital fund to the Association. Declarant shall then reimburse itself for this payment from the funds collected at the closing when the unsold Units are sold.

14.10 Surplus. The Budget of the Association shall set forth General Common Expenses. Any amounts accumulated from assessments for Common Expenses in excess of the amount required for actual Common Expenses and reserves for future Common Expenses, unless otherwise directed by the Executive Board, in its sole discretion, shall be credited to each Unit owner, such credit to be applied to the next Monthly Assessments of Common Expenses due from said Unit owners under the current fiscal year's budget, and thereafter, until exhausted or retained by the Association for reserves.

Article 15

DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

15.1 General Development Rights. In addition to the easement rights reserved in Article 6, the Declarant reserves to itself and for the benefit of its successors and assigns the right:

- (a) Until the marketing and sale of all Units is completed, to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction and sales purposes, provided that the Declarant shall be responsible for the cost of services so used;
- (b) Until the marketing and sale of all Units is completed, to use the Common Elements for ingress and egress, for the repair and construction of Units and Common Elements, and for the installation of signs and lighting for sales and promotional purposes;
- (c) Until the marketing and sale of all Units is completed, to complete all improvements shown on the Plat, to exercise the Development Rights set forth herein, to maintain

models and sales offices and to exercise the easements as set forth in Article 6 hereof, to make the Condominium part of a larger .

The real estate subject to these Development Rights and Special Declarant Rights is the Property.

15.2 Exercise of Rights. The exercise of the Development Rights and Special Declarant Rights reserved herein shall be in accordance with and governed by the provisions of the Act, including without limitation Section 448.2-110 of the Act.

15.3 Amendment. This Article 15 shall not be amended without the written consent of all Unit Owners and shall be duly recorded in the office of the Cass County Recorder of Deeds.

Article 16

ASSIGNABILITY OF DECLARANT'S RIGHTS

The Declarant may assign any or all of its rights or privileges reserved or established by this Declaration or the Act in accordance with the provisions of the Act.

Article 17

AMENDMENT OF DECLARATION

Pursuant to Section 448.2-117 of the Act and except as provided herein for amendments which may be executed by the Declarant, the Association or certain Unit owners, this Declaration may be amended only by vote or agreement of owners of Units to which at least one hundred percent (100%) of the votes in the Association are allocated. In addition, approval of amendments of a material nature must be obtained from Eligible Mortgage Holders representing at least 51% of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. A change to any of the following, except where such change may be effected by the Declarant, the Association or certain Unit Owners under the Act or this Declaration, would be considered as material:

- (a) voting rights;
- (b) assessments, assessment liens, or subordination of assessment liens;
- (c) reserves for maintenance, repair and replacement of Common Elements;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the Common or Limited Common Elements, or rights to their use;
- (f) boundaries of any Unit;
- (g) convertibility of Units into Common Elements or Common Elements into Units;

- (h) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- (i) insurance or fidelity bonds;
- (j) leasing of Units;
- (k) imposition of any restrictions on a Unit owner's right to sell or transfer their Unit;
- (l) a decision by the Association to establish self management when professional management had been required previously by an Eligible Mortgage Holder;
- (m) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents;
- (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (o) any provisions that expressly benefit holders, insurers or guarantors of mortgages on the Units.

If the amendment is not of such a material nature, such as the correction of a technical error or the clarification of a statement, the approval of an Eligible Mortgage Holder may be assumed when that Eligible Mortgage Holder has failed to submit a response to any written proposal for an amendment within thirty (30) days after the proposal is made.

Article 18 TERMINATION

The Condominium may be terminated only by agreement of the Unit owners of Units to which eighty percent (80%) of the votes in the Association are allocated; provided, however, that if the Condominium is being terminated for reasons other than substantial destruction or condemnation of the Condominium, the termination of the Condominium must also be approved by Eligible Mortgage Holders of Units to which at least sixty-seven percent (67%) of the votes of Units subject to mortgages held by Eligible Mortgage Holders are allocated. Termination of the Condominium will be governed by the provisions of Section 448.2-118 of the Act.

Article 19 GENERAL PROVISIONS

19.1 Headings. The headings used in this Declaration and the table of contents are inserted solely as a matter of convenience for the readers of this Declaration and shall not be relied upon or used in construing the effect or meaning of any of the provisions of this Declaration.

19.2 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not

affect the validity or enforceability of any other provision or portion hereof unless such deletions shall destroy the uniform plan of development and operation of the condominium project which this Declaration is intended to create.

19.3 Applicable Law. This Declaration shall be governed and construed according to the laws of the State of Missouri.

19.4 Interpretation. The provisions of this Declaration shall be liberally construed in order to affect Declarant’s desire to create a uniform plan for development and operation of the Condominium.

19.5 Effective Date. This Declaration shall become effective when it and the Plat have been recorded.

19.6 Notices. All notices and other communications required or permitted to be given under or in connection with this Declaration shall be in writing and shall be deemed given when delivered in person or on the second business day after the day on which mailed by certified mail, return receipt requested, addressed to the address maintained in the register of current addresses established by the Association.

19.7 Exhibits. All exhibits attached to this Declaration are hereby made a part of this Declaration.

9.8 Pronouns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Declarant, by Allen Hermann, its President, duly authorized, has caused this Declaration to be duly executed as of the day and year first above written.

WITNESS

AFFINITY PROPERTIES, INC.

By: _____

Allen Hermann

Title: President

STATE OF MISSOURI)

) ss.

COUNTY OF _____)

On this ____ day of _____, 2016, before me, a Notary Public in and for said state, personally appeared Allen Hermann of Affinity Properties, Inc., known to me to be the person who executed the within Declaration of Condominium for Iron Horse Condo Association in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

BYLAWS
OF
IRON HORSE CONDO ASSOCIATION,
A CONDOMINIUM

**IRON HORSE CONDO ASSOCIATION
BYLAWS**

City of Peculiar, Cass County, Missouri

These Bylaws have been adopted this ____ day of _____, 2016, by the persons constituting the all of the members of the first Executive Board of Iron Horse Condo Association (the "Association").

Article 1
INTRODUCTORY PROVISIONS

1.1 Applicability. These Bylaws ("Bylaws") shall relate solely to the property called Iron Horse Condo Association, A Condominium, located at Peculiar, Missouri, (the "Property"), more fully described in the Declaration of Condominium of Iron Horse Condo Association, a Condominium dated the ____ day of _____, 2016, and the Plat attached thereto (collectively, the "Declaration"), recorded in the office of the Recorder of Deeds for Cass County, Missouri, as Document No. _____, Book _____, Page _____, as the same may be amended from time to time.

1.2 Definitions. The capitalized terms used herein without definition shall have the same definitions as such terms have in the Declaration and the Missouri Uniform Condominium Act, Missouri Revised Statutes, Section 448.1-101 et seq. (the "Act"). Unless otherwise provided in the Act, in the event of inconsistencies in definitions between the Act and the Declaration, the Declaration shall control.

1.3 Compliance. Pursuant to the provisions of the Act, every Unit Owner and all persons entitled to occupy a Unit shall comply with these Bylaws.

1.4 Office. The office of the Condominium and the Association and the Executive Board shall be located at the Property or at such other place as may be designated from time to time by the Executive Board.

1.5 Incorporation of Statutory Law. Except as expressly provided herein, in the Declaration, or in the Act, the Association shall be governed by the provisions of any applicable statute of the State of Missouri.

Article 2
THE ASSOCIATION

2.1 Membership. The Association is a Missouri corporation, all the members of which are the Unit Owners of the Property. The Declarant, being the initial owner of all Units, initially shall constitute all of the members of the Association. A person shall automatically become a member of the Association at the time he acquires legal title to their Unit, and he shall continue to be a member so long as he continues to hold title to such Unit. A Unit owner shall not be permitted to resign from membership in the Association prior to his/her transfer of his/her Unit to another. No

membership may be transferred in any way except as appurtenant to the transfer of title to the Unit to which that membership pertains. Transfer of membership shall be automatic upon transfer of title, but the Association may treat the prior Unit owner as the member for all purposes until satisfactory evidence of the recording of the instrument transferring title shall be presented to the Executive Board. The date of recordation of an instrument of conveyance in the office of the Cass County Recorder of Deeds shall be determinative of all disputes concerning the date of transfer of title to any Unit or Units. A mortgage conveyance of any Unit, however, shall not operate to transfer membership until the mortgage is foreclosed or the Unit sold in lieu of foreclosure.

2.2 Meetings. Meetings of the Association shall be conducted in accordance with the following:

(a) ANNUAL MEETINGS.

1. Unit owners shall hold Annual Meetings for the purposes stated in Section 2.2(a)(2) hereof (the "Annual Meeting"). The Annual Meeting of Unit owners shall be held in December of each year at a date and time to be designated by the Executive Board.

2. The purpose of the Annual Meeting of the Association shall be to elect the members of the Executive Board unless such action is being taken pursuant to the provisions of Section 2.2(b) hereof or Section 3.5 hereof, and to conduct such other business as may be required or permitted by law, the Declaration or these Bylaws to be done by a vote of Unit owners. The Treasurer of the Executive Board shall present at each Annual Meeting a financial report (prepared and reviewed by an independent certified public accountant) of the receipts and Common Expenses for the Association's immediately preceding fiscal year, itemized receipts and expenditures, the allocation thereof to each Unit owner, and any changes expected for the present fiscal year. A copy of such financial report shall be sent to each Unit owner not less than five days prior to the Annual Meeting.

(b) SPECIAL MEETINGS.

1. The President shall call a special meeting of the Association if so directed by resolution of the Executive Board or upon petition signed and presented to the Secretary by Unit owners entitled to cast at least twenty-five percent of the votes in the Association. The notice of any special meeting shall state the time, the place and purpose thereof. Such meetings shall be held within forty-five days after receipt by the President of said resolution or petition; provided, however, if the purpose includes the consideration of the rejection of a capital expenditure pursuant to Section 5.7 hereof, such meeting shall be held within fifteen days after receipt by the President of said resolution or petition. No business shall be transacted at a special meeting except as stated in the notice.

2. Within sixty days after the date by which all members of the Executive Board must resign pursuant to Section 12.1(b) of the Declaration, a special meeting of the Association shall be held at which all of the members of the Executive Board shall resign, and the Unit owners, including the Declarant if the Declarant owns one or more Units, shall thereupon elect successor members of the Executive Board to act in the place of those resigning. The two successor members receiving the two highest numbers of votes shall serve until the Second Annual Meeting of the Association following the date of such election and the remaining three successor members shall serve until the first Annual Meeting of the Association following the date of such election, thereafter each member of the Executive Board shall be elected for a term of two years.

- (c) **NOTICE** Notices to Unit owners of meetings of the Association or meetings of the Executive Board which Unit owners who are not Executive Board members are entitled or invited to attend pursuant to Section 3.3(e) hereof may be delivered by hand, by prepaid mail to the mailing address designated in writing by the Unit owner to the Executive Board or by electronic mail. If a notice sent to Unit owners pursuant to the foregoing sentence includes an item on the proposed agenda which would require the approval of Eligible Mortgage Holders pursuant to Section 8.2 of the Declaration, a copy of such notice will also be sent to the Eligible Mortgage Holders. All such notices shall be delivered to all Unit owners (and Eligible Mortgage Holders, if applicable) not less than ten nor more than sixty days in advance of the date of the meeting to which the notice relates and shall state the date, time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws. The Secretary of the Executive Board shall cause all such notices to be delivered as aforesaid. Notice sent by mail shall be deemed to have been delivered on the second day after the date of mailing. No subject may be dealt with at any Annual Meeting or special meeting of the Association, unless the notice for such meeting stated that such subject would be discussed at such meeting.
- (d) **QUORUM.** Except as set forth below, the presence in person or by proxy of at least fifty percent of the Unit owners at the commencement of a meeting shall constitute a quorum at that meeting of the Association. If a quorum is not present, Unit owners entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to a time not less than forty-eight hours after the time for which the original meeting was called. If a meeting is adjourned, the quorum at such second meeting shall be deemed present throughout any meeting of the Association if at least fifty percent of the Unit Owners are present in person or by proxy at the beginning of the meeting.
- (e) **VOTING.** Each Unit owner shall be entitled to one vote for each Unit owned by him. When the ownership of a Unit is in more than one person, the person who shall be entitled to cast the vote of such Unit shall be the person owning such Unit who is present. If more than one person owning such Unit is present, then such vote shall be cast only in accordance with the majority in interest of the owners pursuant to Section 448.3-110 of the Act. There shall be deemed to be majority agreement if any one of the multiple owners casts the votes allocated to that Unit without protest being made promptly to the

person presiding over the meeting by any of the other owners of the Unit. Subject to the requirements of the Act, wherever the approval or disapproval of a Unit owner is required by the Act, the Declaration or these Bylaws, such approval or disapproval shall be made only by the person who would be entitled to cast the vote of such Unit at any meeting of the Association. Except with respect to the election of members of the Executive Board and except where a greater number is required by the Act, the Declaration or these Bylaws, the approval of the owners of units to which more than fifty percent of the aggregate votes in the Condominium are allocated voting in person or by proxy at one time at a duly convened meeting at which a quorum is present is required to adopt decisions at any meeting of the Association. In all elections for Executive Board members, each Unit owner shall be entitled to cast for each vacancy to be filled at such election the number of votes allocated to the Unit or Units owned by such Unit owner. Those candidates for election receiving the greatest number of votes cast in such elections shall be elected and, if the Executive Board members are being elected to unequal terms pursuant to Section 2.2(b)(2) hereof, the candidates receiving the highest number of votes shall be elected to the longest terms, as provided in that Section. Except as set forth in Section 2.2(b) above, if the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit or Units are entitled. No votes allocated to a Unit owned by the Association may be cast. There shall be no cumulative or class voting or splitting of votes.

- (f) **PROXIES.** A vote may be cast in person or by proxy. If a Unit is owned by more than one person, each owner of the Unit may vote through a duly executed proxy. Such proxy may be granted by any Unit owner only in favor of another Unit owner, the holder of a mortgage on a Unit or the Declarant. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only by actual receipt by the person presiding over the meeting of written notice of revocation from the grantor of the proxy. No proxy shall be valid for a period in excess of one year after the execution thereof. A proxy is void if it is not dated or purports to be revocable without notice.
- (g) **ACTIONS OF THE ASSOCIATION WITHOUT A MEETING.** Any action required or permitted to be taken by a vote of the Association may be taken without a meeting if all Unit Owners shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the proceedings of the Association.
- (h) **CONDUCT OF MEETINGS.** The President (or in their absence, the Secretary) shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a Minute Book all resolutions adopted at the meeting as well as keep a record of all transactions occurring at the meeting. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration or these Bylaws. All votes shall be tallied by tellers appointed by the President.

2.3 Copies of Condominium Documents. The Association shall have current copies of the Declaration, these Bylaws, the Rules and Regulations and any other rules concerning the Property as well as its own books, records and financial statements available for inspection by Unit owners or by holders, insurers and guarantors of first Mortgages secured by Units. These documents shall be available during normal business hours.

Article 3 EXECUTIVE BOARD

3.1 Composition. The affairs of the Association shall be governed by the Executive Board. The Executive Board shall consist of three (3) natural individuals, all of whom shall be Unit owners or designees of the Declarant.

3.2 Election and Term of Office.

- (a) At the Annual Meeting of the Association, subject to Section 12.1 of the Declaration, the election of members of the Executive Board shall be held. The term of office of any Executive Board member to be elected (except as set forth in Section 2.2(b)(2), and Section 3.5 hereof) shall be fixed at two years. The members of the Executive Board shall hold office until the earlier to occur of the election of their respective successors or their death, adjudication of incompetency, removal or resignation. An Executive Board member may serve an unlimited number of terms and may succeed himself.
- (b) Persons qualified to be members of the Executive Board may be nominated for election only as follows:
 - 1. Any Unit owner may submit to the Secretary at least thirty days before the meeting at which the election is to be held a nominating petition signed by Unit owners owning at least twenty percent of the Units in the aggregate, together with the statement that the person nominated is willing to serve on the Executive Board and a biographical sketch of the nominee. The Secretary shall mail or hand deliver copies of the submitted items to every Unit Owner together with the notice of such meeting; and
 - 2. Nominations may be submitted from the floor at a meeting at which the election is held for each vacancy on the Executive Board for which no more than one person has been nominated by petition.

3.3 Meetings. Meetings of the Executive Board shall be conducted in accordance with the following:

- (a) **TIME AND LOCATION.** The Executive Board shall hold an annual meeting within ten days following the Annual Meeting of the Association for the purpose of electing officers, as more fully set forth in Article 4 hereof, and for any other purpose which may be required or permitted by law, the Declaration or these Bylaws to be done by a vote of

the Executive Board. The Executive Board shall hold meetings at the call of the President or upon request to the President by at least a majority of the members of the Executive Board; provided however that:

1. In any event, the Executive Board shall meet at least three times each fiscal year (in addition to the annual meeting of the Executive Board), unless all members of the Executive Board shall waive such requirements as to a particular meeting or meetings;
2. The first such Executive Board meeting shall be held promptly after the date on which the Declaration is recorded;
3. There shall be a meeting of the Executive Board on or before the first day of the eleventh month of each fiscal year for the purpose of adopting the budget of the Association for the next following fiscal year of the Association; and
4. The President shall call any Executive Board meeting requested by a majority of the members of the Executive Board for a date occurring not less than five nor more than twenty days after receipt of such request.

The President shall designate the time and location of Executive Board meetings. No business shall be transacted at Executive Board meetings other than as specified in the notice thereof.

- (b) NOTICE. Not less than forty-eight hours prior to the time of any Executive Board meeting, a written notice stating the date, time and place of such meeting shall be delivered, either by hand, mail or electronic mail, to each Executive Board member at the address given to the Executive Board by such Executive Board member for such purpose. Any Executive Board member may waive notice of a meeting or consent to any action of the Executive Board without a meeting. An Executive Board member's attendance at a meeting shall constitute their waiver of notice of such meeting.
- (c) QUORUM. At all meetings of the Executive Board a majority of the members shall constitute a quorum for the transactions of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute a decision of the Executive Board. If at any meeting of the Executive Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. One or more members of the Executive Board may participate in and be counted for quorum purposes at any meetings by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.
- (d) VOTING. Each Executive Board member shall be entitled to cast one vote. A vote of the majority of the members of the Executive Board present at any meeting at which a

quorum is present shall bind the Executive Board for all purposes unless otherwise provided in the Declaration or these Bylaws.

- (e) **ORGANIZATION.** Executive Board meetings may be held under such reasonable rules consistent with these Bylaws as the Executive Board may determine. The Executive Board is hereby entitled to promulgate such rules. Except for the meeting to approve the budget of the Association referred to in this Section 3.3(e), Unit owners who are not Executive Board members shall have no right to attend Executive Board meetings but the Executive Board may, in its sole discretion, elect to allow such Unit owners to attend a particular meeting or meetings. If the Executive Board does elect to allow Unit owners who are not Executive Board members to attend a particular meeting or meetings, the Secretary shall give prior notice in the manner provided in Section 2.2(c) hereof, to all Unit owners of each meeting at which Unit owners are entitled or invited to be present; provided, however, that the failure to give such notice shall neither invalidate any actions taken by the Executive Board at such meeting nor impose any liability on the Executive Board or its officers and/or members for the failure to give such notice. All Unit owners shall have the right to attend and be heard, but not the right to vote, at the Executive Board meeting at which the fiscal year budget of the Association shall be presented to the Executive Board for adoption. The Secretary of the Executive Board shall give Unit owners notice of such meeting, accompanied by a copy of the proposed budget, in the manner provided in Section 2.2(c) hereof.
- (f) **CONDUCT OF MEETINGS.** The President shall preside over all meetings of the Executive Board and the Secretary shall keep a Minute Book of the Executive Board meetings, recording therein all resolutions adopted by the Executive Board and a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meeting of the Executive Board if and to the extent such Rules are not in conflict with the Declaration or these Bylaws.
- (g) **ACTION WITHOUT A MEETING.** Any action by the Executive Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Executive Board shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Executive Board.

3.4 Resignation and Removal. Except with respect to members designated by Declarant, at any regular or special meeting of the Association duly called, any one or more of the members of the Executive Board may be removed with or without cause by Unit owners entitled to cast a majority of all votes in the Association and a successor may then and there be elected to fill the vacancy thus created. Any Unit owner proposing removal of a Board member shall give notice thereof to the Secretary. Any member whose removal has been proposed by a Unit owner shall be given at least ten days' notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Executive Board may resign at any time and shall be deemed to have resigned upon transfer of title to their Unit. The Declarant shall have the right to remove and replace any and all members appointed by the

Declarant at any time and from time to time until the required resignation date specified in Section 12.1 of the Declaration.

3.5 Vacancies. Any vacancy or vacancies on the Executive Board, whether caused by resignation, removal, death, adjudication of incompetency, or an increase in size of the Executive Board, shall be filled by the Executive Board with an interim appointee who shall serve until the next Annual Meeting of the Association at which time such vacancy may be filled by the vote of the owners of Units to which more than fifty percent of the votes in the Association are allocated, provided, however, that the Declarant shall have the right to fill any vacancy created by the resignation, death, or adjudication of incompetency of a member who had been appointed by the Declarant and had not been elected by the Unit owners. If the vacancy results from removal by the Association, the election of a new member or members may be held at the same meeting where such removal takes place and notice of a petition for removal shall be considered notice of an election to fill each vacancy so caused. The vote of more than fifty percent of the Unit owners present at such meeting in person or by proxy shall cause the postponement of the election to a later date, but if such vacancy is not filled within sixty days after it occurs, the Executive Board shall promptly thereafter elect a replacement.

3.6 Compensation. No member of the Executive Board shall receive compensation for performing their duties as a member of the Executive Board unless such compensation is expressly authorized or approved by a vote of owners of Units to which more than fifty percent of the votes in the Association are allocated, at any Annual or special meeting of the Association.

3.7 Validity of Contracts with Interested Executive Board Members. No contract or other transactions between the Association and one or more of its Executive Board members or between the Association and any corporation, firm or association in which one or more of the Executive Board members are directors or officers, or are financially interested, shall be void or voidable because such Executive Board member or members are present at any meeting of the Executive Board which authorized or approved the contract or transactions or because their or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

- (a) The fact that an Executive Board member is also such a director or officer or has such financial interest is disclosed or known to the Executive Board and is noted in the minutes thereof, and the Executive Board authorizes, approves or ratifies the contract or transactions in good faith by a vote sufficient for the purpose without counting the vote or votes of such Executive Board Member or members; or
- (b) The contract or transactions is made in good faith and is not unconscionable to the Association at the time it is authorized, approved or ratified.

3.8 Inclusion of Interested Executive Board Members in a Quorum. Any Executive Board member holding such director or officer position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Executive Board or a committee thereof which authorizes, approves or ratifies a contract or transactions of the type described in Section 3.7 hereof.

3.9 Powers of the Executive Board.

- (a) **ENUMERATION.** The Executive Board shall have all of the powers and duties granted by the Act and the laws governing nonprofit corporations or both.
- (b) **LIMITATION.** Nothing in this Section or elsewhere in these Bylaws shall be considered to grant to the Executive Board or to the officers of the Association any powers or duties which, by law, are possessed by Unit owners. Unless otherwise provided herein or in the Act or in the Declaration, the Executive Board shall comply with the instructions of owners of Units to which more than fifty percent of the votes in the Association are allocated present in person or by proxy, as expressed in the resolution duly adopted at any Annual or special meeting of the Unit owners.
- (c) **DELEGATION OF POWERS; MANAGING AGENT.** The Executive Board may employ for the Condominium a managing agent at a compensation established by the Executive Board. The managing agent shall perform such duties and services as the Executive Board shall authorize, including, but not limited to, all of the duties listed in the Declaration and these Bylaws; provided, however, where a managing agent does not have the power to act under the Declaration or these Bylaws, the managing agent may act as an advisor or in an advisory capacity to the Executive Board. The Executive Board may delegate to the managing agent all of the powers granted to the Executive Board by the Act, the Declaration and these Bylaws other than the following powers: (i) to adopt an annual budget and any amendment thereto or to assess Common Expenses; (ii) to adopt, repeal or amend rules and regulations; (iii) to designate signatories on Association bank accounts; (iv) to borrow money on behalf of the Association; (v) to acquire mortgages on Units; and (vi) to assign Common Elements as Limited Common Elements. Any contract with the managing agent must provide that it shall be cancelable by either party without cause and without a termination fee upon not less than sixty days nor more than ninety days written notice and shall be cancelable by the Executive Board with cause upon not less than thirty days written notice. Any such contract negotiated by the Declarant shall meet all requirements of this Section 3.9(c) for contracts negotiated by the Association and shall not exceed one year but may be renewed upon consent of the Association.

Article 4 OFFICERS

4.1 Election. At the first meeting of the Executive Board, and at every Annual Meeting of the Executive Board thereafter, the Executive Board members, if a quorum is present, shall elect Executive Board officers of the Association for the following year, such officers to serve for a two year term and until their respective successors are elected. The officers to be elected are: President, Secretary, Treasurer and such other officers as the Executive Board shall determine. Each officer may serve an unlimited number of terms so long as such member or officer continues to be reelected to the Executive Board. Any member may hold two offices simultaneously, except that the President shall not hold any other office.

4.2 Duties. The duties of the officers shall be as follows:

- (a) **PRESIDENT.** The President shall be the chief executive officer of the Association and the chairperson of the Executive Board. The President shall be responsible for implementing the decisions of the Executive Board and in that capacity shall direct, supervise, coordinate and have general control over the affairs of the Association and the Executive Board, subject to the limitations of the laws of the State of Missouri, the Condominium Documents and the actions of the Executive Board. The President shall have the power to sign checks and other documents on behalf of the Association and the Executive Board, or both, with or without the signatures of any other officers as may be determined by the Executive Board. The President shall preside at all meetings of either body at which he is in attendance and shall be a member of all committees. If the President is absent from such meetings the senior officer of the Association present at such meeting shall preside, and in the absence of any officer, the body holding the meeting shall elect a person to preside. If the Executive Board so provides, the President also shall have any or all of the powers and duties ordinarily attributable to the chief executive officer of a corporation domiciled in Missouri.
- (b) **SECRETARY.** Unless otherwise determined by the Executive Board, the Secretary shall keep or cause to be kept all records (or copies thereof if the original documents are not available to the Association) of the Association and the Executive Board and shall have the authority to affix the seal of the Association to any documents requiring such seal. The Secretary shall give or cause to be given all notices as required by law, the Declaration or these Bylaws, shall take and keep or cause to be taken and kept minutes of all meetings of the Association, the Executive Board and all committees, and shall take and keep or cause to be taken and kept at the Association's office a record of the names and addresses of all Unit owners as well as copies of the Declaration, the Plats and Plans, these Bylaws and the Rules and Regulations, all of which shall be available at the office of the Association for inspection by Unit owners or prospective Unit owners during normal business hours and for distribution to them at such reasonable charges (if any) as may be set from time to time by the Executive Board. The Secretary shall keep or cause to be kept the register of Eligible Mortgage Holders. The Secretary shall also perform all duties and have such other powers as are ordinarily attributable to the Secretary of a corporation domiciled in Missouri.
- (c) **TREASURER.** Unless otherwise determined by the Executive Board, the Treasurer shall have the charge and custody of, and be responsible for, all funds and securities of the Association, shall deposit or cause to be deposited all such funds in such depositories as the Executive Board may direct, shall keep or cause to be kept correct and complete accounts and records of all financial transactions of the Association and the Executive Board and shall submit or cause to be submitted to the Executive Board and the Association such reports thereof as the Act, the Declaration, the Executive Board, or these Bylaws may from time to time require. Such records shall include, without limitation, chronological listings of all receipts and expenditures on account of the Common Elements, Limited Common Elements, and each Unit, the amount of each assessment for Common Expenses and expenses assessable to individual Units, if any,

and the amount paid and the amounts due on such assessments. Such records shall specify and itemize the maintenance, repair and replacement expenses relating to the Common Elements and the Limited Common Elements and any other expenses incurred by the Association. The foregoing financial records shall be kept at the Association's office and shall be available there for inspection by Unit owners or prospective Unit owners during normal business hours. The Treasurer shall, upon request, provide any person who shall have entered into a written agreement to purchase a Unit with a written statement of the information required to be provided by the Association pursuant to Sections 448.3-116.8 and 448.4-109.2 of the Act. The Treasurer shall also perform such duties and have such powers as are ordinarily attributable to the Treasurer of a corporation domiciled in Missouri.

4.3 Compensation. The officers of the Executive Board shall serve without compensation for their services in such capacity unless such compensation is expressly authorized or approved by a vote of owners of Units to which more than fifty percent of the votes in the Association are allocated at any Annual or special meeting of the Association.

4.4 Resignation and Removal. Any officer may resign at any time by written notice to the Executive Board, such resignation to become effective at the next Executive Board meeting. Any officer who ceases to be a member of the Executive Board for any reason also shall be deemed to have resigned or been removed, *ipso facto*, from any Executive Board office he may have held. Any officer may be removed from their office at any time by a majority vote of the Executive Board whenever in the judgment of the Executive Board members the interests of the Association will be best served thereby, or by the vote of the Association with or without cause, in the same manner as set forth for the removal of Executive Board members in Section 3.4. hereof.

4.5 Vacancies. Vacancies caused by resignation or removal of officers or the creation of new offices may be filled by a majority vote of the Executive Board members, if the vacancy resulted from action of the Executive Board. If, however, the vacancy resulted from action by the Association, such vacancy shall be filled in the same manner as set forth in Section 3.5. hereof for filling Executive Board vacancies.

Article 5 COMMON EXPENSES; BUDGETS

5.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Executive Board; provided, however, that the first fiscal year shall begin January 1, 2017 and end on December 31, 2017.

5.2 Preparation and Approval of Budget.

- (a) **ADOPTION.** On or before the first day of November of each year (or sixty days before the beginning of the fiscal year if the fiscal year is other than the calendar year), the Executive Board shall adopt an annual budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management,

operation, repair and replacement of the Common Elements and Limited Common Elements, in accordance with Section 3.3(a) of the Declaration, and those parts of the Units as to which it is the responsibility of the Executive Board to maintain, repair and replace; and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, the Declaration, these Bylaws or a resolution of the Association and which will be required during the ensuing fiscal year for management and administration expenses; the cost of such insurance and utilities as may be furnished by the Association; the amount of such reserves as shall be reasonably established by the Executive Board including operating contingency reserves for expenses both unanticipated and extraordinary and reserves for periodic maintenance, repair and replacement of the Common Elements and Limited Common Elements; and such other expenses of the Association as may be approved by the Executive Board including operating deficiencies, if any, for prior periods.

- (b) **AVAILABLE FOR INSPECTION.** On or before the next succeeding fifth day of November (or fifty-five days before the beginning of the fiscal year if the fiscal year is other than the calendar year), the Executive Board shall make the budget available for inspection at the Association office and shall mail to each Unit owner a summary of the budget in a reasonably itemized form that sets forth the amount of the Common Expenses. Such budget shall constitute the basis for determining each Unit owner's assessments for Common Expenses of the Association.
- (c) **RATIFICATION OF BUDGET.** The Executive Board shall set a date for a meeting of the Unit owners to consider ratification of such budget not less than fourteen (14) days nor more than thirty (30) days after mailing of such summary. Unless at that meeting a majority of all the Unit owners reject such budget, such budget is ratified, whether or not a quorum is present. In the event such proposed budget is rejected, the budget last ratified by the Unit Owners shall be continued until such time as the Unit owners ratify a subsequent budget proposed by the Executive Board.
- (d) **REASONABLE EFFORTS.** The Executive Board shall make reasonable efforts to meet the deadlines set forth above, but compliance with such deadlines shall not be a condition precedent to the effectiveness of any budget.

5.3 Assessment and Payment of Common Expenses.

- (a) **COMMON EXPENSES.** The Executive Board shall calculate the Monthly Assessments for Common Expenses against each Unit by multiplying (i) the total amount of the estimated funds required for the operation of the Property set forth in the budget adopted by the Executive Board for the fiscal year in question by (ii) the percentage of Common Expense liability of each Unit in the Condominium and dividing (iii) the result by the number of calendar months in such fiscal year. Such assessments, payable in monthly installments, shall be due and payable on the first day of each calendar month and shall be a lien against each Unit owner's Unit as provided in the Act and in the Declaration. Within ninety days after the end of each fiscal year, the Executive Board shall prepare and deliver to each Unit owner and to each record holder of a first mortgage

on a Unit who has registered an address with the Secretary an itemized accounting of the Common Expenses and funds received during such fiscal year less expenditures actually incurred and sums paid into reserves. Any net shortage with regard to Common Expenses, after application of such reserves as the Executive Board may determine, shall be assessed promptly against the Unit owners in equal shares and shall be payable as a Special Assessment, in such manner as the Executive Board may determine.

- (b) **WORKING CAPITAL FUND.** A working capital fund shall be established equal to at least two months estimated Common Expense Assessments for each Unit. The share for each Unit shall be collected and transferred to the Association at the time of the initial sale of each Unit and shall be maintained in a segregated account for the use and benefit of the Association. The contribution to the working capital fund for each unsold Unit shall be paid to the Association by the Declarant within sixty (60) days after the date of the first conveyance of a Unit, such contribution to be reimbursed to the Declarant by the initial Unit purchaser at the subsequent sale of each such unsold Unit. Such amounts shall not be considered as advance payment of regular assessments.
- (c) **RESERVES.** Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against reserves for working capital, operations, contingencies, and replacements. If the reserves are deemed to be inadequate for any reason, including non-payment of any Unit owner's assessments, the Executive Board may at any time levy further assessments for Common Expenses which shall be assessed against the Unit owners or in accordance with their Percentage Interests and shall be payable as a Special Assessment, in such manner as the Executive Board may determine.

5.4 Further Assessments. The Executive Board shall serve notice on all Unit owners of any further assessments pursuant to Sections 5.3(a), or 5.3(c) or otherwise as permitted or required by the Act, the Declaration and these Bylaws by a statement in writing giving the amount and reasons therefor, and such further assessments, unless otherwise specified in the notice, shall become effective with the next Monthly Assessment which is due more than ten days after the delivery of such notice of further assessments. All Unit owners so assessed shall be obligated to pay the amount of such Monthly Assessments. Such assessments shall be a lien as of the effective date as set forth in the preceding Sections 5.3(a) and 5.3(c).

5.5 Initial Budget. At or prior to the time assessment of Common Expenses commences, the Executive Board shall adopt the budget, as described in this Article 5, for the period commencing on the date of the recording of the Declaration in the office of the Cass County Recorder of Deeds and ending on the last day of the fiscal year during which such commencement date occurs. Assessments shall be levied and become a lien against the Unit owners during such period as is provided in Section 5.3 above.

5.6 Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Executive Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit owner's obligation to pay their allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget

or adjusted budget, each Unit owner shall continue to pay each Monthly Assessment at the rate established for the previous fiscal year until the new annual or adjusted budget shall have been adopted.

5.7 Accounts; Audits. All sums collected by the Executive Board with respect to assessments against the Unit owners or from any other source may be commingled into a single fund. All books and records of the Association shall be kept in accordance with good and accepted accounting practices and the same shall be audited at least once each year by an independent accountant retained by the Executive Board. The Association shall make an audited statement for the preceding fiscal year available to any holder, insurer or guarantor of a first Mortgage secured by a Unit who submits a written request therefor to the Association.

5.8 Limitations on Expenditures and Borrowing. Anything herein to the contrary notwithstanding, the Association, by a vote of more than fifty percent of all votes in the Association present, may reject any capital expenditure or borrowing approved by the Executive Board, within thirty days after approval by the Executive Board; provided, however, that this Section shall not apply to the Executive Board so long as a majority of its members are appointed by the Declarant pursuant to Section 12.1 of the Declaration.

5.9 Statement of Common Expenses. The Executive Board shall promptly provide any Unit owner, contract purchaser or proposed Mortgagee so requesting the same in writing with a written statement of all unpaid assessments for Common Expenses and Limited Common Expenses, if any, due from such Unit owner. The Executive Board may impose a reasonable charge for the preparation of such statement to cover the cost of its preparation, to the extent permitted by the Act.

Article 6 REPAIR OR RECONSTRUCTION

6.1 Restoration of Property Out of Common Expense Fund. Damage to or destruction of the Buildings shall be promptly repaired and restored by the Association in accordance with the provisions of Article 9 of the Declaration and Sections 448.3-113.5 and 448.3-113.8 of the Act. The Executive Board shall be responsible for accomplishing the full repair or reconstruction which shall be paid out of the Common Expense fund. The disbursement of funds for such repair or reconstruction shall, at the option of the Executive Board, be made only as the work progresses upon approval of a qualified architect who shall have furnished a description satisfactory to the Executive Board of the costs involved and the services and materials to be furnished by the contractors, subcontractors and materialmen. Unit owners may apply the proceeds from their individual property insurance policies, if any, to the share of such Common Expense as may be assessed to them. The Executive Board shall be responsible for restoring the Property only to substantially the same condition as it was immediately prior to the damage and each Unit owner shall personally assume the additional expense of any improvements to their Unit which he restores, to restore it beyond such condition. If any physical changes are made to any restored Unit or the Common Elements, or any combination of them, which renders the Plat inaccurate, the Executive Board shall record an amended Plat showing such changes.

Article 7
SEPARATE REAL ESTATE TAXES

7.1 Assessments Against Individual Units. In the event that, commencing with the taxable period during which occurs the first conveyance of a Unit to a person other than the Declarant, real estate taxes are not separately assessed against each Unit owner, but rather are assessed against the Property as a whole, then each Unit owner (including the Declarant, as to the Units then owned by it and as to any portion of the Property as to which the Declarant has reserved Development Rights) shall pay their proportionate share thereof in accordance with their respective Percentage Interest in the Common Elements.

Article 8
AMENDMENTS

8.1 General Requirements; Consent of Declarant or Holders of Mortgages; Curative Amendments to Bylaws. Except as otherwise provided in any one or more of these Bylaws, the Declaration or the Act, these Bylaws may be amended by the vote of the Unit owners entitled to cast a majority of the votes in the Association, cast in person or by proxy at a meeting duly held in accordance with the provisions of these Bylaws; provided, however that if such amendment shall make any change which would have a material effect upon any rights, privileges, powers and options of the Declarant, such amendment shall require the joinder of the Declarant; and further provided that no amendment seeking (i) to abandon, partition, subdivide, encumber, sell or transfer any portion of the Common Elements, or (ii) to abandon or terminate the condominium form of ownership of the Property except as otherwise provided in the Declaration, shall be effective without the prior written approval of all Mortgagees holding mortgages encumbering the Units. Notwithstanding the foregoing, amendments of a material nature must be approved by Unit owners entitled to cast at least sixty-seven percent (67%) of the total allocated votes in the Association and by Eligible Mortgage Holders representing at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Mortgage Holders, if any. A change to any of the following, except where such change may be effected by the Declarant, the Association or certain Unit owners under the Declaration or the Act, would be considered material:

- (a) voting rights;
- (b) assessments, assessment liens, or subordination of assessment liens;
- (c) reserves for maintenance, repair and replacement of Common Elements;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the Common or Limited Common Elements, or rights to their use;
- (f) boundaries of any Unit;

- (g) convertibility of Units into Common Elements or Common Elements into Units;
- (h) expansion or contraction of the Condominium; or the addition, annexation or withdrawal of property to or from the Condominium;
- (i) insurance or fidelity bonds;
- (j) leasing of Units;
- (k) imposition of any restrictions on a Unit owner's right to sell or transfer their Unit;
- (l) a decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgage Holder;
- (m) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents;
- (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (o) any provisions that expressly benefit holders, insurers or guarantors of mortgages on the Units.

If the amendment is not of such a material nature, such as the correction of a technical error or the clarification of a statement, the approval of an Eligible Mortgage Holder, if any, may be assumed when that Eligible Mortgage Holder has failed to submit a response to any written proposal for an amendment within thirty (30) days after the proposal is made.

8.2 Amendments to the Declaration. The Declaration may be amended pursuant to the provisions of the Act and of the Declaration. The President is empowered to prepare and execute any amendments to the Declaration on behalf of the Association and the Secretary or any Assistant Secretary is empowered to attest, seal with the Association's corporate seal and record any such amendments on behalf of the Association.

Article 9 GENERAL PROVISIONS

9.1 Severability. The provisions of these Bylaws shall be deemed independent and severable and the invalidity, partial invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision or portion thereof unless the deletion of such invalid or unenforceable provision shall destroy the uniform plan for development and operation of the Property which the Declaration and these Bylaws are intended to create.

9.2 Conflicts. The Act and the Declaration shall control in the event of any conflict between the provisions thereof and the provisions of these Bylaws. The Act, the Declaration and these

Bylaws shall control in the case of any conflict between the provisions thereof and the provisions of the Rules and Regulations.

9.3 Notices. All notices or other communications required or permitted under these Bylaws shall be in writing and shall be deemed to have been given when personally delivered or on the second business day after the day on which mailed by certified mail, return receipt requested, postage prepaid (or otherwise as the Act may permit), (a) if to a Unit owner at the single address which the Unit owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Unit owner, or (b) if to the Association, the Executive Board or to the managing agent, at the principal office of the Association and to the managing agent or at such other address as shall be designated by notice in writing to the Unit owners pursuant to this Section. If a Unit is owned by more than one person, each such person who so designates a single address in writing to the Secretary shall be entitled to receive all notices hereunder.

9.4 Headings. The headings preceding the various Sections of these Bylaws are intended solely for the convenience of readers of the Bylaws and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

9.5 Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

9.6 Applicable Law. These Bylaws shall be governed and construed according to the laws of the State of Missouri.

[The remainder of this page is intentionally blank]

IN WITNESS WHEREOF, The Iron Horse Condo Association, by _____, its President, duly authorized, have adopted these Bylaws and have caused the same to be duly executed as of the day and year first above written.

SECRETARY

PRESIDENT

STATE OF MISSOURI)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2016, before me, a Notary Public in and for said state, personally appeared _____ of the Iron Horse Condo Association, known to me to be the person who executed the within Bylaws in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

BILL NO. 2016-23
ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE FINAL PLAT OF IRON HORSE CONDO ASSOCIATION, BEING A REPLAT OF FOREST SCOTT INDUSTRIAL PARK LOT 5, PECULIAR, MISSOURI, SUBMITTED BY AFFINITY PROPERTIES, INC.

WHEREAS, Affinity Properties, Inc. has requested approval for the RePlat of Forest Scott Industrial Park, Lot 5 to Iron Horse Condo Association and the Owner has met the requirements for this RePlat; and

WHEREAS, the Planning Commission held a Public Hearing on November 10th, 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 December 5th, 2016 to receive public comment relative to the RePlat of Forest Scott Industrial Park, Lot 5 to Iron Horse Condo Association, 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 Forest Scott Industrial Park, Lot 5 to Iron Horse Condo Association, in the City of Peculiar submitted by Affinity Properties, Inc. 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 December, 2016.

First Reading: _____

Second Reading: _____

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

Alderman Hammack _____
Alderman Ford _____
Alderman Dunsworth _____

Alderman Ray _____
Alderman Roberts _____
Alderman Harlan _____

APPROVED:

ATTEST:

Holly Stark, Mayor

Janet Burlingame, City Clerk

City Administrator
Brad Ratliff

City Clerk
Janet Burlingame

City Engineer
Carl Brooks

Business Office
Trudy Prickett



Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Joseph G. Lauber

Parks Director
Grant Purkey

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

To: Board of Alderman
From: Janet Burlingame
Date: December 5, 2016
Re: General Municipal Election April 4, 2017

GENERAL INFORMATION

Applicant: Janet Burlingame
Status of Applicant: City Clerk
Requested Actions: Passage of Bill No. 2016-24 Calling for a General Municipal Election
Date of Application:
Purpose: Approve the Request for a General Municipal Election and establish filing dates for said election.
Property Location (if applicable):

PROPOSAL

Approve Bill No. 2016-24

PREVIOUS ACTIONS

None

KEY ISSUES

Three (3) Alderman terms will expire in April, 2017. One from Ward #1, one from Ward #2 and one from Ward #3. An ordinance is required to hold a General Municipal Election for the purpose of filling these terms.

STAFF COMMENTS AND SUGGESTIONS

A General Municipal Election will be required on April 4, 2017 for the purpose of filling the three (3) Aldermen terms that will expire in April, 2017. The filing and closing dates have been determined by the Missouri Secretary of State's office.

STAFF RECOMMENDATION

Approval of first and second reading of Bill No. 2016-24 calling for a General Municipal Election on April 4, 2017 for the purpose of electing, one Alderman from Ward #1 for a 2-year term, one Alderman from Ward #2 for a 2-year term, and one Alderman from Ward #3 for a 2-year term. Also establish the filing dates for said election which is set to begin December 13, 2016 and ends January 17, 2017.

ATTACHMENTS

Bill No. 2016-24

BILL NO. 2016-24
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI CALLING FOR A GENERAL MUNICIPAL ELECTION ON APRIL 4, 2017 AND ESTABLISHING FILING DATES FOR SAID ELECTION.

WHEREAS, the General Municipal Election Day in Missouri has been determined to be April 4, 2017; and

WHEREAS, the term of the three Aldermen will expire in April, 2017; and

WHEREAS. The filing and closing dates for such election have been determined by the State of Missouri

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

Section 1. A Municipal Election will be held on April 4, 2017 for the purpose of electing the following:

- One Alderman from Ward #1 for a term of two (2) years
- One Alderman from Ward #2 for a term of two (2) years
- One Alderman from Ward #3 for a term of two (2) years

Section 2. Qualified candidates may file with the City Clerk beginning at 8:00 a.m. on December 13, 2016. Filing will close at 5:00 p.m. on January 17, 2017.

Section 3. The effective date of this ordinance shall be the _____ day of _____, 2016.

First Reading: _____

Second Reading: _____

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

Alderman Ford _____
Alderman Hammack _____
Alderman Ray _____

Alderman Dunsworth _____
Alderman Harlan _____
Alderman Roberts _____

Approved:

Attest:

Holly Stark, Mayor

Janet Burlingame, City Clerk

City Administrator
Brad Ratliff

City Clerk
Janet Burlingame

City Engineer
Carl Brooks

Business Office
Trudy Prickett



Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Reid Holbrook

Parks Director
Grant Purkey

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

To: Mayor & Board of Aldermen
From: Carl Brooks, City Engineer (cbrooks@cityofpeculiar.com)
Date: December 5, 2016
Re: Ordinance No. 2016-25, Mayor & Board of Alderman (BOA) Acceptance of the Missouri Highways and Transportation Commission (MoDOT) Sign Program Agreement for the I-49 Purple Heart City Signs

GENERAL INFORMATION

Applicant: City Staff
Requested Actions: Approval of ordinance
Purpose: Acceptance of the Missouri Highways and Transportation Commission (MoDOT) Sign Program Agreement for the I-49 Purple Heart City Signs
Property Location: I-49 and 203rd Street Southbound Lanes, and I-49 and 223rd Street Northbound Lanes

PROPOSAL

The commission proposes to construct a Purple Heart City highway sign in the above two (2) locations.

PREVIOUS ACTIONS

Proclamation by the Mayor of the City of Peculiar, September 19, 2016.

KEY ISSUES

The City of Peculiar shall construct, install, maintain, and if the sign is damaged beyond repair or stolen, replace the sign(s). In the event that MoDOT incurs any costs, then MoDOT shall be reimbursed by the city. The “City of Peculiar” was awarded a “Purple Heart City” by the State Commander for the Military Order of the Purple Heart. The “Purple Heart City” is awarded to cities who are interested in promoting visual reminders of the high price that has been paid for our freedom; and which have a Proclamation, establishing the City of Peculiar to be a “Purple Heart City”.

STAFF COMMENTS AND SUGGESTIONS

The city attorney’s office has reviewed the agreement and finds the agreement acceptable.

STAFF RECOMMENDATION

City staff recommends the approval of the MoDOT Sign Program Agreement for the I-49 Purple Heart City Signs is accepted by ordinance by the Mayor and the BOA; and respectively request a second reading.

ATTACHMENTS

Ordinance 2016-25
MoDOT Sign Program Agreement for the I-49 Purple Heart City Signs
Proclamation

BILL NO. 2016-25

ORDINANCE NO. _____

A ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING AND ACCEPTING THE MISSOURI HIGHWAYS and TRANSPORTATION COMMISSION (MoDOT) SIGN PROGRAM AGREEMENT FOR THE I-49 PURPLE HEART CITY SIGNS (CASS COUNTY), MISSOURI

WHEREAS, the Board of Aldermen approved City staff to apply for the Missouri Highways and Transportation Commission (MoDOT) Sign Program Agreement for the I-49 Purple Heart City Signs, and

WHEREAS, the City of Peculiar takes great civic pride in their community, and

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

Section 1. The approval of the Missouri Highways and Transportation Commission (MoDOT) Sign Program Agreement for the I-49 Purple Heart City Signs.

Section 2. The Mayor is authorized to execute this ordinance acknowledging the City of Peculiar as a receiptant of the "Purple Heart City".

Section 3. *Effective Date.* The effective date of this Ordinance shall be the 5th day of December, 2016.

First Reading: _____

Second Reading: _____

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

Alderman Ford _____
Alderman Hammack _____
Alderman Harlan _____

Alderman Ray _____
Alderman Roberts _____
Alderman Dunsworth _____

APPROVED:

ATTEST:

Holly J. Stark, Mayor

Janet Burlingame, City Clerk

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AGREEMENT FOR SIGNING INSTALLED AND MAINTAINED BY APPLICANT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and **the City of Peculiar** (hereinafter, "Applicant"), whose address is **I-49 and 203 South Bound and I-49 and 223rd North bound**; and

WITNESSETH:

WHEREAS, Applicant requests approval from the Commission to install and maintain certain signs further described below in **Cass County, Missouri Interstate 49** in the general vicinity of **250 S. Main Street Peculiar, MO, 64078**.

WHEREAS, the Commission is willing to approve the Applicant's request subject to the terms and conditions of this Agreement.

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

(1) LOCATION AND DISPLAY: The Applicant hereby requests that the Commission allow Applicant to construct, install and maintain the following sign(s):

- Blue Star Marker(s)
- Buckle-Up Signs(s)
 - Community Awareness Sign(s)
 - DARE Sign(s)
 - Drug Free School Zone Sign(s)
 - Tree City USA Sign(s)
 - Disaster Resistant Community Sign(s)
 - Storm Ready Community Sign(s)
 - Other Community Awareness Sign(s) approved by the Commission's State Traffic Engineer
 - Local Reference Signs
 - City Hall/County Courthouse Signs(s)
 - Police Station/Sheriff's Department Sign(s)
 - City/County Park Sign(s)
 - Library Sign(s)
 - Recycle Center Sign(s)
 - Compost Site Sign(s)
 - Other Local Reference Sign(s) approved by the Commission's State Traffic Engineer
- Bus Stop/Mass Transit Sign(s)
- Neighborhood Watch Sign(s)
- Noise Ordinance Sign(s)
- Other sign(s) approved by the Commission's State Traffic Engineer

(A) The sign(s) design will follow the guidelines and regulations of the *Federal Manual on Uniform Traffic Control Devices* (MUTCD) and the Commission's *Signing Manual* for size, color and reflectorization. The sign(s) shall read as displayed in Exhibit A.

(B) The sign(s) will be generally located as illustrated in Exhibit B. The Commission will approve final location prior to installation.

(C) The signs will be displayed:

- Year round
 Seasonally
from _____ to _____

If the sign(s) is/are to be displayed seasonally, that the Applicant shall cover or remove the sign(s) during periods of non-use.

(2) INSTALLATION: The signs shall be installed on a post supplied by the applicant and shall not be attached to Commission's pole or traffic control devices. The post shall include a breakaway post assembly, in accordance with Commission requirements. The Applicant shall provide plans with the specific location details of the sign installation for approval by the Commission prior to installation. All costs associated with this installation shall be borne by the Applicant.

(3) TRAFFIC CONTROL: All work zone signs and traffic control devices to be used during installation and maintenance shall be in accordance and comply with the latest revision of the *Manual on Uniform Traffic Control Devices for Streets and Highways* or as directed by the District Engineer or his authorized representative

(4) PERMIT: Before beginning installation work, the Applicant shall secure a permit from the Commission's District Engineer for the installation of the proposed sign(s). The Applicant shall comply with any additional requirements placed on the issuance of the permit by the District Engineer. The Applicant may provide written authority to the Commission's District Engineer enabling its contractor to obtain the permit as an agent for the Applicant. If required, separate permit(s) for future maintenance will be issued.

(5) COSTS: If this request is approved, all costs associated with the construction, installation, maintenance, or relocation of the sign(s), including, but not limited to work zone signing and traffic control during construction will be borne entirely by the Applicant, with no cost incurred by the Commission. In the event the Commission incurs any costs in association with the performance of this Agreement, the Applicant shall reimburse the Commission for those costs.

(6) HIGHWAY SPECIFICATIONS: All work done pursuant to this Agreement shall be in accordance with applicable portions of the latest editions of the Missouri Highways and Transportation Commission's *Standard Specifications for Highway Construction* and the *Standard Plans for Highway Construction*. The Applicant shall provide a copy of its contractors certification of material used to the Commission.

(7) MAINTENANCE: Applicant shall maintain signs following the guidelines of the *Federal Manual on Uniform Traffic Control Devices* (MUTCD) and the Commission's *Missouri Signing Manual* for reflectivity, alignment, and placement. The Commission may request maintenance of the signs by the Applicant, at the Applicant's expense, and the Applicant shall promptly comply with the Commission's request for maintenance of the signs. Failure by the Applicant to complete requested maintenance within 14 calendar days from Commission's request shall be grounds for removal of all signs installed by the Applicant.

(8) MAINTENANCE BY APPLICANT WITHIN COMMISSION RIGHT OF WAY: In order to coordinate maintenance activities on the sign(s), the Applicant shall notify the Commission either by telephone, telefax, or in writing, prior to performing maintenance work within Commission right of way. Such notification shall be made to the Commission's District Engineer or a designated assistant, and shall include the location and nature of the work to be performed. Any maintenance activities done by the Applicant which involves closing one or more of the through lanes, affects the safety of the traveling public, or which will cause permanent changes to the configuration of the improvement, may require a permit from the Commission. The Applicant will be informed of whether or not a permit is required at the time the Applicant notifies Commission of the proposed maintenance activities. The Applicant shall comply with any additional condition placed upon the issuance of the permit.

(9) REMOVAL:

(A) If the Applicant fails to comply with the provisions stated herein regarding the maintenance responsibilities, the Commission may remove the sign(s).

(B) If the Commission, in its sole discretion, determines that the sign(s) is no longer justified, the Commission may remove the sign(s).

(C) If the Commission, in its sole discretion, determines that the sign(s) should be removed or eliminated as part of a highway or transportation project, the Commission may remove the sign(s).

(D) If the Commission, in its sole discretion, determines that the removal of the sign(s) from the Commission's right of way is in the best interests of the state highway system, the Commission may remove the sign(s).

(E) If the Commission removes the sign(s) in accordance with any provision of this Agreement, the Commission will not reimburse the Applicant for the cost or value of the sign(s).

(10) APPLICANT'S RESPONSIBILITIES: The Commission may request the Applicant modify the sign(s) when necessary to comply with changed standards that might be promulgated or adopted at the Applicant's cost and Commission may request the Applicant to relocate the signs to accommodate the need to install signs the Commission, in its sole discretion, deems more appropriate at the Applicant's cost. Should the Commission make either request, the Applicant shall comply with the Commission's request within 14 calendar days.

(11) APPLICANT'S REPRESENTATIVE: The Applicant's **City Administrator** is designated as the Applicant's representative for the purpose of administering the provisions of this Agreement. The Applicant's representative may designate by written notice other persons having the authority to act on behalf of the Applicant in furtherance of the performance of this Agreement. All Notices or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

**Brad Ratliff
City Administrator
City of Peculiar
250 S. Main Street Peculiar, MO, 64078
Peculiar, MO 64078
Telefax No.: 816-779-2224**

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(13) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Applicant shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Applicant's wrongful or negligent performance of its obligations under this Agreement.

(B) The Applicant is required or will require any contractor procured by the Applicant to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(14) NO INTEREST: By placing and maintaining signs on the Commission's right of way, the Applicant gains no property interest in Commission's right of way. The Commission shall not be obligated to keep the sign(s) in place if the Commission, in its sole discretion, determines removal or modification of the sign(s) is in the best interests of the state highway system or the Commission.

(15) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Applicant.

(16) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(17) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(18) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

(A) Exhibit A: Sign Display Detail

(B) Exhibit B: Sign Location Layout

[Remainder of Page Intentionally Left Blank; Execution and Signature Page Follows]

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

Executed by the Applicant the _____ day of _____, 20____.

Executed by the Commission the _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

APPLICANT

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

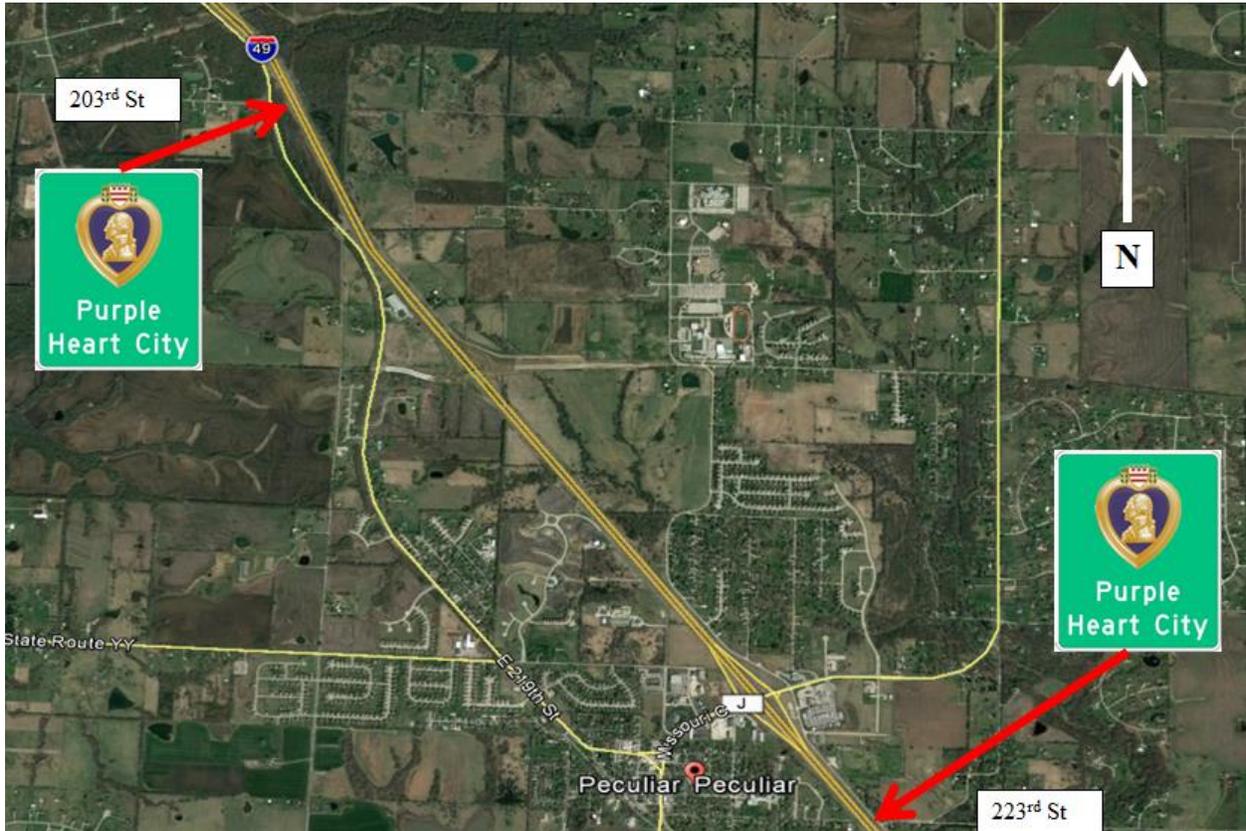
Commission Counsel

Copies: Applicant
 District
 Traffic Division
 Commission Secretary

EXHIBIT A
 Sign Display Detail
Attach and Number Additional Sheets if Necessary

Sign No:	1	Size:	24" x 30"	Quantity:	2	Sign No:	2	Size:		Quantity:	
											
Sign No:	3	Size:		Quantity:		Sign No:	4	Size:		Quantity:	
Sign No:	5	Size:		Quantity:		Sign No:	6	Size:		Quantity:	

EXHIBIT B
Sign Location Layout





PROCLAMATION

WHEREAS, the City of Peculiar, Missouri, and our Community have a great admiration and the utmost gratitude for all of the men and women who have selflessly served their country and this community in the Armed Forces; and

WHEREAS, veterans have paid the high price of freedom by leaving their families and communities, and placing themselves in harm's way for the good of all; and

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, many men and women in uniform have given their lives while serving in the Armed Forces; and

WHEREAS, citizens of our country have received the Purple Heart Medal as a result of being wounded while engaged in combat with an enemy force, construed as a singularly meritorious act of essential service; and

WHEREAS, the City of Peculiar seeks to remember and recognize those who are recipients of the Purple Heart Medal.

NOW THEREFORE, I, Holly J. Stark, Mayor of the City of Peculiar, Missouri, do hereby declare the City of Peculiar to be a

"PURPLE HEART CITY"

honoring the service and sacrifice of our nation's men and women in uniform, wounded or killed by the enemy while serving to protect our freedoms.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Peculiar, Missouri to be affixed this 19th day of September, 2016.



Holly J. Stark

Mayor Holly J. Stark

Attest: *Janet Burlingame*

Janet Burlingame, City Clerk

*City of Peculiar
Legislative Policy, 2017*

*Presented by:
City Administrator, Brad Ratliff
at the December 5, 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. 123

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 jurisdictions 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 its 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 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 authorized or is authorized by another taxing jurisdiction.

City of Peculiar Policy

The City of Peculiar concurs with MML.

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.

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 found 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

2017

City of Peculiar

Mayor and
Board of Aldermen



LEGISLATIVE POLICY

The City of Peculiar supports the home rule concept for all municipalities and the right contained therein of municipal self-determination. The City of Peculiar urges the General Assembly to refrain from enacting legislation in areas that can be better dealt with by local government.

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City of Peculiar Policy

The City of Peculiar supports the home rule concept for all municipalities and the right contained therein of municipal self-determination. The City of Peculiar urges the General Assembly to refrain from enacting legislation in areas that can be better dealt with by local government.

Public Safety Sales Tax, Section 94.900

As you aware, the courts ruled in a unusual case that affected this language of a statute that even had the City of Peculiar's name in it. As a result, it has limited our voters in Peculiar the right to vote on additional police officers in our community. We currently are not able to meet the relief factor with our Police Department. We ask for just a simple update in the language to allow our voters a right to vote on this sales tax issue. Below is the language that needs to be struck out and is the language which needs to replace the stricken language, which is highlighted.

Sales tax authorized (Blue Springs, Excelsior Springs, Harrisonville, Peculiar, St. Joseph)--proceeds to be used for public safety purposes--ballot language--collection of tax, procedure.

94.900. 1. (1) The governing body of the following cities may impose a tax as provided in this section:

- (a) Any city of the third classification with more than ten thousand eight hundred but less than ten thousand nine hundred inhabitants located at least partly within a county of the first classification with more than one hundred eighty-four thousand but less than one hundred eighty-eight thousand inhabitants;
- (b) Any city of the fourth classification with more than eight thousand nine hundred but fewer than nine thousand inhabitants;
- (c) Any city of the fourth classification with more than ~~two thousand six hundred but fewer than two thousand seven hundred~~ **four thousand six hundred but fewer than five thousand one hundred** inhabitants and located in any county of the first classification with more than eighty-two thousand but fewer than eighty-two thousand one hundred inhabitants;
- (d) Any home rule city with more than forty-eight thousand but fewer than forty-nine thousand inhabitants;
- (e) Any home rule city with more than seventy-three thousand but fewer than seventy-five thousand inhabitants.

Senate Bill 572

It's without saying that these two bills were in no way a fix on the issues. The City of Peculiar has never been a violator of the Maxs Creek law, when it was passed or ever in effect. Bill 572 needs to be repealed and replaced with more realistic governance. We do not need to prohibit the Police Department from protecting the citizens, the Municipal court to hold offenders accountable or

prohibit a Nuisance Code official from holding violators accountable. There was checks and balances on every issue before these two bills. Here is a just one example of how many ordinances you have ill affected with SB572:

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

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

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

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

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 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 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 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 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 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 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:

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

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

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 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 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 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:

This is just the headers to the 14 pages of Municipal Code you changed with one bill. We will work with you to repeal and replace the more important areas of self-governance that need to be placed back in to your local communities.

CITY OF HARRISONVILLE ROAD ANNEXATION

Three years back the City of Harrisonville made the request of the legislators to change 71.012 that would allow the City to annex outside its boundaries to aid in the County installing ramps to the “bridge with no exists”. The County voiced from the very beginning a joint effort with both cities. It came to light that the City of Peculiar and the City of Harrisonville had a previous annexation

agreement for this area that dated back to January 3, 2005. The description of that area outlines the whole proposed interchange as being in the Harrisonville annexation. However, the current administration and Board of Aldermen of the City of Peculiar do not support the agreement. The population of the City of Peculiar doubled from that date to current changing the demographics of the area. There have been meetings with both City officials and the State Delegation on this issue. The City of Peculiar has only requested the northwest corner of the proposed interchange as a future annexation for the City of Peculiar. The last correspondence was from the former Presiding Commissioner Gary Mallory who was trying to get the issue resolved between the cities. He stated to the Mayor of Peculiar that he had spoken with the Mayor of Harrisonville about the issue. If the City of Peculiar would agree to send Harrisonville an email stating that we only wanted the NW corner, Harrisonville would move forward with that change to the current agreement. That email was sent by the City Administrator of Peculiar on July 18, 2009. There has been no response to the email. The City Administrator of Peculiar talked to the City of Harrisonville Administrator a few weeks after that email. He said the Harrisonville BOA stated they would take it under consideration. Last several years there was an attempt by the City of Harrisonville to talk to the new legislator about moving forward with the road annexation they wanted to complete. On November 21, 2013 there was a meeting with the Mayor and City Administrators of both cities which was reaffirmed our August 22, 2012 request to amend the December 21, 2004 annexation agreement. The outline was shown of the area being requested; which we all respectively refer to the North West corner of the “bridge with no exists.” Harrisonville agreed to take this to the BOA for consideration and approval.

MML Policy

MML has not taken any public position on this issue. However, we feel they would be supportive.

City of Peculiar Policy

Modify the current agreement to allow the City of Peculiar to annex the NW corner of the future hospital interchange. The Board of Alderman of Peculiar sent the agreement to Harrisonville in December 2013. We have yet to hear back from the City of Harrisonville. The City of Peculiar thanks the County and State Delegation for their good efforts and their ability to work with both Cities on this issue.

BACK TAXES COLLECTION

Currently the State of Missouri collects all sales taxes due to the City of Peculiar and reissues those dollars to the City. The City of Peculiar was involved in litigation resulting in the annexation of a rock quarry. The City of Peculiar won the litigation and has requested through our State Representative the procedures

for back taxes owed to the City. The Missouri Department of Revenue stated that they have no such procedures or ability to collect those back taxes owed.

MML Policy

MML has not taken any public position on this issue. However, we feel they would be supportive.

City of Peculiar Policy

The City of Peculiar requests the State Delegation to mandate the Department of Revenue to implement procedures to address back taxes owed to a City for which they collect. I am sure that if back taxes were owed to the State of Missouri, the Department of Revenue would find a way to collect it.

LANDLORD OCCUPATIONAL LICENSES/SUBMITTING TO CITY INSPECTION

The City of Peculiar urges our State Delegation to address R.S.Mo. 94.270 which is, antiquated and needs to be revised. This statute lists the businesses and occupations that can be regulated, licensed and taxed by a fourth-class city. Landlords and rental property are not listed. Existing statutes and case law indicate that if an occupation or business is not expressly listed in the statute, it is not within a city's jurisdiction to regulate. This is an area where state law is limiting cities like Peculiar.

MML Policy

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

City of Peculiar Policy

The City of Peculiar suggests that this statute be revised to include landlords, rental properties, rock quarry and mining operations, and whatever other businesses and occupations smaller cities feel the need to regulate. The City is pressed by the citizens to ensure that properties are protected from those who refuse to keep properties up to standard. This is a particular concern with properties for profit which is not being maintained. These are local decisions based on the local citizen's desires.

The following are the positions of the Missouri Municipal League as well as the City of Peculiar's stance on those issues. These are just MML's positions not the background for each issue. There are some MML stances that the Board of Aldermen in Peculiar, MO does not support. However, there are many that they do support fully.

RESOLUTION 2016-48

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE CITY OF PECULIAR 2017 LEGISLATIVE POLICIES

WHEREAS, The Missouri Municipal League has developed a Legislative Policy Statement for the year 2017 adopted by the membership at their annual meeting; and

WHEREAS, the City of Peculiar has prepared a Legislative Policy Statement for 2017 setting forth policies which are unique to the City of Peculiar; and

WHEREAS, the government entities which will have interest in the future needs of the City of Peculiar must be made aware of the 2017 Legislative Policy for the City of Peculiar for establishment of an attitude of cooperation among all participants in governmental decisions of mutual interest; and

WHEREAS, the Board of Aldermen have determined that the Legislative Policies of the City of Peculiar should be distributed to elected officials of the State of Missouri, County of Cass, and the Congress of the United States.

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

Section 1. The Legislative Policy of the City of Peculiar, Missouri is hereby approved by the Board of Aldermen.

Section 2. *Effective Date.* This Resolution shall become effective immediately upon its approval and passage by the Board of Aldermen this _____ day of _____, 2016.

Upon the following roll call vote, Resolution 2016-48 was adopted:

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

APPROVED:

ATTEST:

Holly Stark, Mayor

Janet Burlingame, City Clerk

*Topic for Discussion A -
Board of Aldermen Meeting Packets*

*Discussion requested by:
Mayor Holly Stark
at the December 5, 2016 Meeting*

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: Carl Brooks

Date: 12/05/16

Re: Topic of Discussion: Asphalt Preventative Maintenance

GENERAL INFORMATION

Applicant: City Staff

Requested Actions: Discussion

Date of Application: 12/01/16

Purpose: To have a discussion regarding Asphalt Preventative Maintenance in conjunction with the Asphalt Street Overlay

DISCUSSION

As you may know, over the past several years, City staff has worked and continues to collaborate with the asphalt preventative maintenance program on our city streets that recently have been asphalt milled and overlaid.

The American Public Works Association (APWA) standards suggest this asphalt preventative maintenance program to prolong/extend the life of asphalt pavement. The City of Peculiar is the same as surrounding communities that use this APWA standard. We are a small community with a lot of needs and City staff believes that the use of the asphalt preventative maintenance program is being a good steward of the citizen tax dollars, and most citizens have been happy that we are doing our best to prolong the investments in our roads.

Both the Reclamite and CRF are preventative maintenance products for asphalt streets to extend the life of the street. City staff wants to keep existing streets that are in good working order; and the Reclamite and CRF are materials that extend the useful life to the asphalt pavement. The limestone screenings are placed to allow traffic to be back on the pavement in a short amount of time; and then the traffic actually helps work the asphaltic oil and some of the screenings into the pavement. Within a week of application of the preventative maintenance products, the excess limestone screenings are swept up.

Application of the Reclamite and CRF to the subdivision streets is to reduce their rate degradation.

Attached are two (2) pavement preservation graphs. Graph 1 shows a basic deterioration line with pavement preservation added into the equation. This graphs shows preservation maintenance happening a few years into

the pavements lifecycle. Reclamite would be added earlier in the pavement lifecycle (first- second years) which would extend the curve further. Reclamite is considered a “top of the curve” application, which means that we try to apply Reclamite at the beginning of the pavement age. CRF could fall in line with the preventative trigger portion of the graph, or application into 8 to 10 years of the pavements lifecycle.

STAFF COMMENTS AND SUGGESTIONS

Currently we are spending approximately \$13/square yard for an asphalt mill and over lay pavement replacement project that should last approximately 15 years with any maintenance.

By using the asphalt preventive maintenance program (either the Reclamite and/or CRF), we are able to extend the useful life of the asphalt pavement by many years at less than 10 percent of the cost of the mill & over lay.

Currently, Reclamite can be applied for \$0.85/square yard; and CRF can be applied for \$1.30/square yard.

Reclamite when used over asphalt millings can also be used as a “dust control” for some of our gravel roads.

A total reconstruction of a street would cost \$75square yard.

STAFF RECOMMENDATION

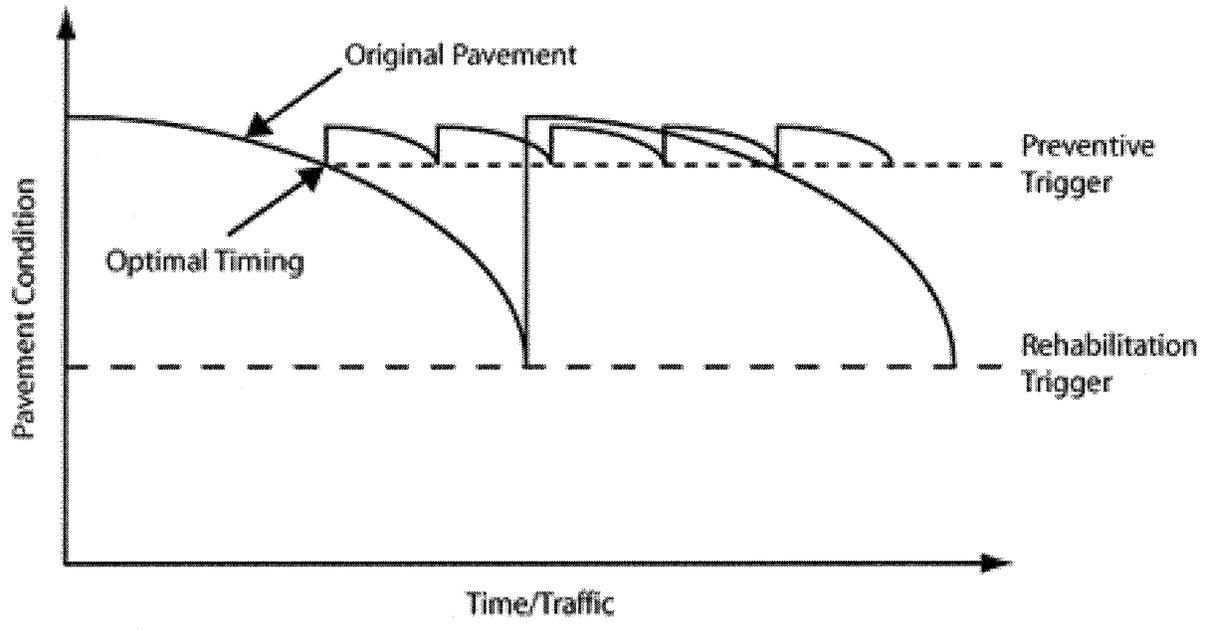
City staff recommends that we continue with the asphalt preventative maintenance program on our city streets.

This is not a “chip and seal” product. We would not take a perfectly good asphalt street and make it a gravel road.

ATTACHMENTS

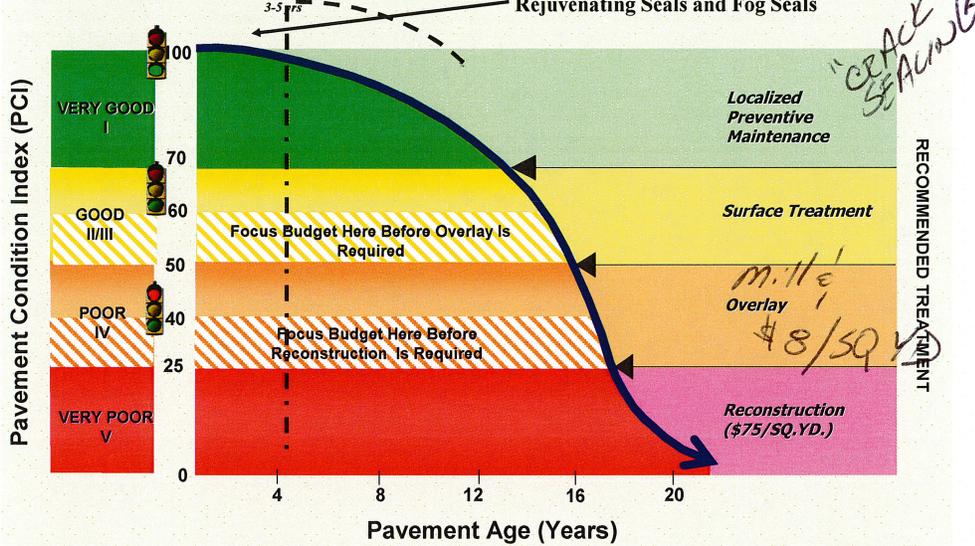
Graphs

Product Literature



The Concept of Pavement Preservation

APPROACH - CATCH STREETS BEFORE THEY FAIL





Reclamite® Maltene Based Rejuvenating Agent

What is Reclamite®?

According to the National Center for Pavement Preservation “a true asphalt rejuvenator is a maltene-based petroleum product which has the ability to absorb or penetrate into an asphaltic concrete pavement and restore those reactive components (maltenes) that have been lost from the asphalt cement binder due to the natural process of oxidation.”

Reclamite is a maltene based emulsion comprised of the same maltene fractions contained in an asphalt binder. Reclamite is refined from a naphthenic base (or wax free base) which allows it to penetrate & rejuvenate asphalt pavements.

How does Reclamite® work?

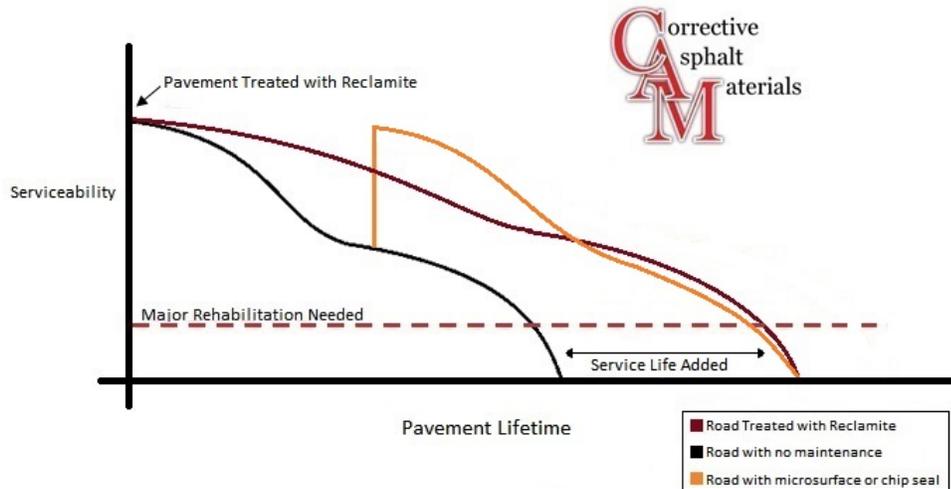
Reclamite has been successfully used for over 50 years. Reclamite penetrates, rejuvenates, & seals the surface “in-depth” by replenishing the lost maltene fraction in the asphalt binder. Reclamite adds flexibility and durability back to the binder. Added durability can only be achieved by the addition of the maltene. Reclamite fluxes with the asphalt binder, restoring the aggregate/asphalt bond.

Reclamite prevents raveling and stripping. Reclamite densifies the pavements surface which helps address compaction issues, reduces surface permeability, and prevents the intrusion of air and moisture. Reclamite adjusts Viscosity and Penetration values by adding the maltene. Reclamite does not contain degreasers, solvents, or creosotes.



When should Reclamite® be used?

Reclamite is a “top of the curve” application. It is best applied to newer pavement showing little to no signs of surface deterioration. Typical application age range of pavements in northern climates is between 0-6 years, southern climates 0-10 years

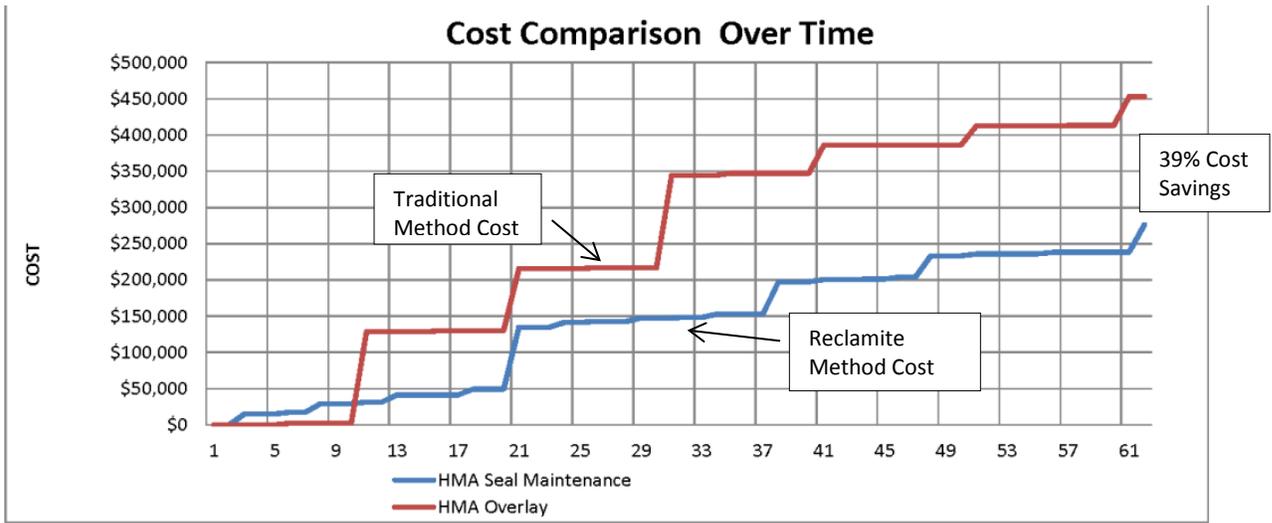


How is Reclamite® applied?

Reclamite is spray applied like a fog sealed. The emulsion is diluted 60% Reclamite 40% water. Application rates average between .05 gal/SY - .08 gal/SY. Reclamite is applied in one pass with a 20-45 minute cure time. During the cure time the product penetrates into the pavement. Reclamite absorbs into the pavement and leaves no coating on the surface. Once the product has penetrated, a light coating of sand or limestone screenings is applied (1-2 lbs. /SY). The screenings are swept between 1-2 days after application. Striping is not compromised with a Reclamite application. Striping remains visible throughout the application process.



Application of Reclamite



Source: Town of Avon, Indiana Preservation Study. Schneider Engineering Case Study Presented at Purdue University www.youtube.com/watch?v=dYIDAA2Ey4k

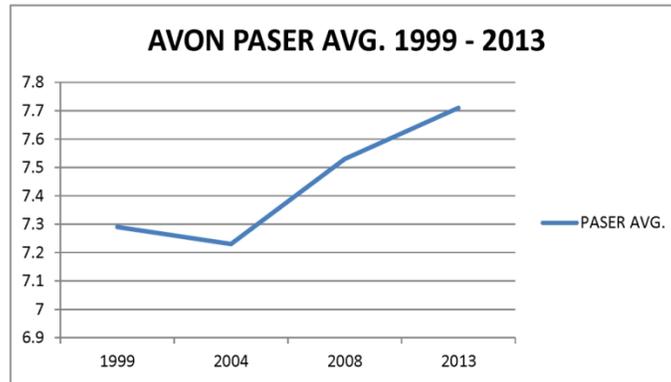


Chart shows average Paser ratings increasing after Reclamite program was initiated.



Treated vs. Untreated



CRF® Maltene Based Restorative Seal

What is CRF®?

According to the National Center for Pavement Preservation “a true asphalt rejuvenator is a maltene-based petroleum product which has the ability to absorb or penetrate into an asphaltic concrete pavement and restore those reactive components (maltenes) that have been lost from the asphalt cement binder due to the natural process of oxidation.”

CRF is a maltene based emulsion comprised of the same maltene fractions contained in an asphalt binder plus 11 % asphalt. CRF is refined from a naphthenic base (or wax free base) which allows it to penetrate & rejuvenate asphalt pavements. The asphalt cement additive helps seal and fill voids, surface cracks, and minor surface distresses in older pavements.

How does CRF® work?

CRF has been successfully used for over 50 years. CRF penetrates, rejuvenates, & seals the surface “in-depth” by replenishing the lost maltene fraction in the asphalt binder. CRF adds flexibility and durability back to the binder. Added durability can only be achieved by the addition of the maltene. CRF fluxes with the asphalt binder, restoring the aggregate/asphalt bond.

CRF prevents raveling and stripping. CRF densifies the pavements surface which helps address compaction issues, reduces surface permeability, and prevents the intrusion of air and moisture. CRF adjusts Viscosity and Penetration values by adding the maltene. CRF is 100% petroleum based and does not contain degreasers, solvents, or creosotes.



When should CRF® be used?

CRF is a “middle of the curve” application. It is best applied to newer pavement showing slight signs of aggregate loss and minimal to moderate cracking and deterioration. Typical application age range of pavements in northern climates is between 5-10 years, southern climates 7-12 years

How is CRF ® applied?

CRF is applied in a one pass application with a calibrated distributor truck. The emulsion takes between 20 - 45 minutes to break. Once the material has a black look, lime screenings are applied at a rate of 4-8 LBS per square yard. Traffic is resumed following the application of the screenings. Total lane closure time is between 20-60 minutes. Lime screenings are applied to help the material cure, resist tracking, and prevent bleeding. The screenings are broomed near the end of the day to help even the application. The lime screenings are swept within 2-4 days. After several months the CRF will work its way into the pavement and provide a tight, smooth, and even surface. CRF will add 5-10 years of additional service life to an asphalt pavement. Striping is compromised with CRF application and the roadways will need to be restriped.



Application of CRF



Untreated

Treated