

**BOA Meeting Agenda
Peculiar City Board of Aldermen
Meeting and Public Hearing
City Hall – 250 S. Main St
Monday April 20, 2015 6:30 p.m.**

Notice is hereby given that the Board of Aldermen of the City of Peculiar will hold a regularly scheduled meeting on Monday, April 20, 2015 at 6:30 pm, in the Council Chambers at 250 S. Main St. Representatives of the news media may obtain copies of this notice by contacting the City Clerk at City Hall, 250 S. Main St Peculiar, MO 64078 or by calling 816-779-2221. All proposed Ordinances and Resolutions will be available for viewing prior to the meeting in the Council Chambers.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. City Clerk – Read the Board of Alderman Statement
5. Consent Agenda
 - A. Approval of the Draft Minutes of March 16, 2015 BOA Meeting.
 - B. Approval of the Draft Minutes of April 6, 2015 Worksession Meeting.
6. Proclamation – National Arbor Day
7. Unfinished Business
 - A. Bill No. 2015-13 - AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING AND ACCEPTING THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (MODOT) UTILITY AGREEMENT – ACTUAL COST FOR THE I-49 AND 211TH STREET INTERCHANGE (CASS COUNTY), MISSOURI, JOB NO. J4P2247
2nd Reading
 - B. Bill No. 2015-14 - AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING AND ACCEPTING THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (MODOT) UTILITY AGREEMENT – ACTUAL COST FOR THE 211TH STREET (CASS COUNTY), MISSOURI, JOB NO. J4P2247B
2nd Reading
 - C. Resolution No. 2015-21 - A RESOLUTION TO ACCEPT THE CERTIFICATION OF ELECTION RESULTS BY THE COUNTY CLERK FOR THE GENERAL MUNICIPAL ELECTION HELD APRIL 7, 2015.
8. Swearing in of New Elected Officials
10. New Business
 - A. Resolution 2015-22 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH LINAWEAVER CONSTRUCTION FOR INSTALLATION OF A 12-INCH WATER LINE AND SANITARY SEWER IMPROVEMENTS ALONG 211TH STREET FOR THE CITY OF PECULIAR, MO
11. Topics for Discussion -
 - A. Vehicle License Tax
12. Aldermen Concerns
13. Aldermen Directives
14. Adjournment

**Board of Aldermen Regular Meeting Minutes
Monday March 16, 2015**

A regular meeting and public hearing of the Board of Aldermen of the City of Peculiar, Missouri, was held in the Council Chambers in City Hall at 6:30 p.m. on Monday March 16, 2015. Mayor Holly Stark called the meeting to order and all who were present joined in reciting the Pledge of Allegiance.

The following aldermen responded to roll call: Bob Fines, Veronika Ray, Jerry Ford, Patrick Roberts, Kelsie McCrea and Donald Turner was absent.

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

City Clerk Janet Burlingame recited the Board of Alderman Statement.

Consent Agenda

- A. Approval of the Draft Minutes of February 17, 2015 BOA Meeting.**
- B. Approval of the Draft Minutes of March 2, 2015 Worksession Meeting.**
- C. Resolution 2015-12 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF DAVE FELLER TO THE TAX INCREMENT FINANCING COMISSION.**
- D. Resolution 2015-13 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF TED TURNER TO THE TAX INCREMENT FINANCING COMISSION.**
- E. Resolution 2015-14 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF SHARON SHORES TO THE TAX INCREMENT FINANCING COMISSION.**
- F. Resolution 2015-15 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF KYLE GILLESPIE TO THE TAX INCREMENT FINANCING COMISSION.**
- G. Resolution 2015-16 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF TOM BROADHURST TO THE TAX INCREMENT FINANCING COMISSION.**
- H. Resolution 2015-17 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF JERRY FORD TO THE TAX INCREMENT FINANCING COMISSION.**

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

Unfinished Business

- A. Bill No. 2015-07 - AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION STREET BONDS, SERIES 2015, OF PECULIAR, MISSOURI; PRESCRIBING THE FORM AND DETAILS OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.
*2nd Reading**

City Administrator Brad Ratliff commented on the process of going through the Standard & Poor's rating and the City has upheld an A+ rating. For a City of our size, that is as well as you can do. McLiney and Company Representative Sam McDonald presented to the Board of Alderman a statement prepared by G. Joseph McLiney regarding the issuance of the 211th Street General Obligation Bonds. Mr. McLiney wrote, the market has provided a remarkably low fixed interest cost of just under 3.15% for 20 years. More importantly, the City has secured greater than \$9,000,000 in grants. This could not have been possible without the guidance and excellent work of the City Administration. Included, in an attachment is McLiney and Company letter, levy estimates and Derivation of Form 8038 Yield Statistics.

Alderman Ford made a motion to have the second reading of Bill No. 2015-07 by title only. The motion was seconded by Alderman Roberts and was approved by a 5-0 voice vote. Alderman Ford made a motion to accept the second reading of Bill No. 2015-07 and place on final passage as ordinance number 03162015. The motion was seconded by Alderman Roberts and was accepted by a 5-0 roll call vote.

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

B. Resolution 2015-18 - A RESOLUTION AUTHORIZING A TAX AND DISCLOSURE COMPLIANCE PROCEDURE FOR FINANCIAL OBLIGATIONS OF PECULIAR, MISSOURI

City Administrator Brad Ratliff commented there is a requirement a Resolution be adopted due to Federal regulations anytime General Obligation Bonds are issued.

Alderman Roberts made a motion to adopt Resolution 2015-18. The motion was seconded by Alderman Ford and was accepted by a 5-0 roll call vote.

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

C. Public Hearing & Bill No. 2015-08- AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE REZONING OF MRS. PAULA STILL'S PROPERTIES COMMONLY KNOWN AS 325 W. 4TH STREET AND 355 W. 4TH STREET, PECULIAR, MISSOURI.

***2nd Reading**

City Planner Cliff McDonald discussed key issues of the Re-Zoning Application submitted by Ms. Paula Still to consider the Re-Zoning Application for 325 W. 4th Street and 355 W. 4th Street in accordance with established procedure. Discussion ensued amongst Board Members regarding the rezoning of this property.

Alderman Ford made a motion to have the second reading of Bill No. 2015-08 by title only, seconded by Alderman Roberts and was approved by a 5-0 voice vote. Alderman Ford made a motion to accept the second reading of Bill No. 2015-08 and place on final passage as ordinance number 03162015A. The motion was seconded by Alderman Roberts and was accepted by a 4-1 roll call vote.

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

D. Public Hearing & Bill No. 2015-09 - AN ORDINANCE AMENDING ONE (1) SECTION OF CHAPTER 400, TWO (2) SECTIONS OF CHAPTER 405 AND ESTABLISHING CHAPTER 425, EROSION AND SEDIMENT CONTROL OF THE PECULIAR MUNICIPAL CODE.

***2nd Reading**

City Planner Cliff McDonald discussed key issues regarding amendments to Chapter 400, Zoning Regulations of the City of Peculiar Municipal Code.

Alderman Roberts made a motion to have the second reading of Bill No. 2015-09 by title only, seconded by Alderman Ford and was approved by a 5-0 voice vote. Alderman Roberts made a motion to accept the second reading of Bill No. 2015-09 and place on final passage as ordinance number 03162015B. The motion was seconded by Alderman Ford and was accepted by a 5-0 roll call vote.

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

E. Bill No. 2015-10 - AN ORDINANCE AMENDING CHAPTER 500: GENERAL PROVISIONS, ARTICLE IV: LAND-DISTURBANCE PERMITS OF THE PECULIAR MUNICIPAL CODE.

***2nd Reading**

City Planner Cliff McDonald discussed key issues regarding amendments to Chapter 500 of the City of Peculiar Municipal Code.

Alderman Ford made a motion to have the second reading of Bill No. 2015-10 by title only, seconded by Alderman Roberts and was approved by a 5-0 voice vote. Alderman Ford made a motion to accept the second reading of Bill No. 2015-10 and place on final passage as ordinance number 03162015C. The motion was seconded by Alderman Roberts and was accepted by a 5-0 roll call vote.

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

F. Bill No. 2015-11 - AN ORDINANCE AMENDING SECTION 500.065 ADOPTION OF STANDARD SPECIFICATION AND DESIGN CRITERIA OF THE PECULIAR MUNICIPAL CODE TO ADOPT KANSAS CITY APWA STANDARD SPECIFICATION AND DESIGN CRITERIA.
***2nd Reading**

City Planner Cliff McDonald discussed key issues regarding amendments to Chapter 500.065 of the City of Peculiar Municipal Code.

Alderman Roberts made a motion to have the second reading of Bill No. 2015-11 by title only, seconded by Alderman Ford and was approved by a 5-0 voice vote. Alderman Roberts made a motion to accept the second reading of Bill No. 2015-11 and place on final passage as ordinance number 03162015D. The motion was seconded by Alderman Ford and was accepted by a 5-0 roll call vote.

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

7. New Business

A. RESOLUTION 2015-19 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A INTER GOVERNMENTAL AGREEMENT WITH THE CITIES OF BELTON, RAYMORE, PECULIAR, PLEASANT HILL AND GRANDVIEW FOR PARTICIPATION IN THE STREET MAINTENANCE CONTRACTS WHICH PROVIDES THE OPPORTUNITY FOR CAPITAL STREET IMPROVEMENTS FOR THE CITY OF PECULIAR, MO

City Engineer Carl Brooks discussed the purpose of the Inter Governmental Agreement between the Cities of Belton, Raymore, Peculiar, Pleasant Hill and Grandview for participation in street maintenance contracts. Discussion ensued amongst Board Members regarding the benefits of authorizing such an agreement.

Alderman Ford made a motion to adopt Resolution 2015-19. The motion was seconded by Alderman Roberts and was accepted by a 5-0 roll call vote.

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

B. RESOLUTION 2015-20 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MIKE JOHNSON OF EXCALIBUR CONTRACTING FOR THE PURPOSE OF PERFORMING GENERAL MAINTENANCE FOR CITY PARKS IN PECULIAR, MISSOURI.

Parks Director Nathan Musteen discussed key issues regarding the renewal of an agreement with Excalibur Contracting for park maintenance. This six month extension would align the current maintenance contract with the fiscal budget year and would allow for continuity and stability in the department as the transition begins with a new Parks Director.

Alderman Roberts made a motion to adopt Resolution 2015-20. The motion was seconded by Alderman Ford and was accepted by a 5-0 roll call vote.

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

City Administrator Brad Ratliff Report

- Chamber Coffee
- Parks Director Position
- Public Works Manager
- Water & Sewer Maintenance Position
- Creative Community Award
- Marketing Company
- Tax Increment Financing 101

- Missouri Municipal League Update
- City Wide Garage Sale & Yard Waste
- Codes Department
- Police Grants
- Channel 7
- GPS on City Vehicles
- Parks Department (Spring Soccer & Volleyball Registration)
- Trail North of YY Highway
- Meter Availability
- MARC STP/BR Grant Project
- Sanitary Sewer Division
- Storm Water Issues
- School Road Project
- Surveying by Anderson Survey Company

Alderman Concerns

Alderman Roberts wanted to thank the newly appointed TIF Commission Members for the work they will be doing while serving on the Commission. Alderman Ford asked if residents in Twin Oaks would be careful not to block sidewalks to allow for easy mobility of those in the area using motorized wheelchairs. Alderman McCrea asked, since Project Manager Nick Jacobs has moved to Public Works will the position of Project Manager be filled? City Administrator Brad Ratliff commented, he is planning on splitting the duties of Project Manager between the Public Works Manager and Utility Works Manager.

Aldermen Directives Reported by City Administrator

- Notify newly appointed TIF Commission Members of their appointments and meeting scheduled for March 30, 2015 at 6:30 p.m.
- Mayor sign authorization of General Obligation Bonds
- Update the Zoning map of Mrs. Paula Still Property change
- Update amendments to Chapter 400, 405 and establishing Chapter 425
- Update amendments to Chapter 500
- Update amendments to Section 500.065
- Send Inter Governmental Agreement to participating Cities for signatures
- Mayor sign Excalibur Contracting Agreement
- Set a date in April for the ½ day training with Marketing Company and the Board of Alderman

Adjournment

On a motion from Alderman Ford, second from Alderman Roberts, the meeting was adjourned at 7:26 pm with a 5-0 voice vote.

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

Janet Burlingame, City Clerk

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

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

The following aldermen responded to roll call: Kelsie McCrea, Jerry Ford, Patrick Roberts, Don Turner, Bob Fines and Veronika Ray.

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

City Clerk Janet Burlingame recited the Board of Alderman Statement.

Public Comment – Caring Hearts of Peculiar Representative Larry Dobson – Street Clean-Up Day.

Caring Hearts of Peculiar Representative Larry Dobson addressed the Board regarding Peculiar Street Clean Up Day on April 18, 2015. Mr. Dobson spoke of the need for volunteers and donations to help clean up Peculiar Streets. We get a dumpster donated by Town & Country Disposal and MoDot donates to Caring Hearts trash bags and vests to assist with the clean-up day. Caring Hearts of Peculiar have contributed to many organizations. Mr. Dobson asked permission to display signs throughout the city to promote this community service project. Staff gave permission for the signs to be displayed in Peculiar.

Public Comment – City Resident Barbara A. Smith – City Services.

City Resident Barbara A. Smith addressed the Board regarding City Services. Ms. Smith spoke of the dissatisfaction of the trash service of Town & Country Disposal and would like the option of choosing this service. The trees at the end of the street on Morgan Drive are lifting her driveway and gutters have not been repaired. There is a need for snow removal on weekends and she feels there is a lack of street lights to help keep the neighborhood secured. City Administrator Brad Ratliff discussed the many issues brought to the attention of the City Council.

6. New Business

**A. Bill No. 2015-13 - AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING AND ACCEPTING THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (MODOT) UTILITY AGREEMENT – ACTUAL COST FOR THE I-49 AND 211TH STREET INTERCHANGE (CASS COUNTY), MISSOURI, JOB NO. J4P2247
1ST Reading**

Utility Manager David Shroust stated key issues regarding the Missouri Highways and Transportation Commission (MoDot) Utility Agreement for the I-49 and 211th Street Interchange in Cass County Job No. J4P2247. Mr. Shroust discussed the need to enter into agreement with the Commission regarding the section of 211th and I-49 leading up to School Road, to move the water line. The Commission share of the cost is \$145,083.47.

Alderman Ford made a motion to have the first reading of Bill No. 2015-13 by title only. The motion was seconded by Alderman Roberts and was approved by a 6-0 voice vote. Alderman Ford made a motion to accept the first reading of Bill No. 2015-13. The motion was seconded by Alderman Roberts and was accepted by a 6-0 voice call vote.

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

**B. Bill No. 2015-14 - AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING AND ACCEPTING THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (MODOT) UTILITY AGREEMENT – ACTUAL COST FOR THE 211TH STREET (CASS COUNTY), MISSOURI, JOB NO. J4P2247B
1ST Reading**

Utility Manager David Shroust stated key issue regarding the Missouri Highways and Transportation Commission (MoDot) Utility Agreement for the I-49 and 211th Street Interchange in Cass County Job No. J492247B. Mr. Shroust discussed the need to enter into agreement with the Commission regarding the second portion of 211th Street, between I-49 Interstate Highway Interchange and School Road. The Commission share of the cost is \$474,804.53.

Alderman Roberts made a motion to have the first reading of Bill No. 2015-14 by title only. The motion was seconded by Alderman Ford and was approved by a 6-0 voice vote. Alderman Roberts made a motion to accept the first reading of Bill No. 2015-13. The motion was seconded by Alderman Ford and was accepted by a 6-0 voice vote.

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

Topics for Discussion -

A. Set ½ day session with VI Marketing and Branding

City Administrator Brad Ratliff discussed the VI Marketing and Branding Company and a plan to market the City. With the investment we have along the 211th Street Interchange, we have an opportunity to generate interest to attract development that studies performed have stated are beneficial to the area. Discussion ensued amongst the Board Members. The tentative dates for the ½ day sessions are scheduled for April 23rd or April 27th at 3:00 p.m.

Alderman Concerns

Alderman Ray reported to Police Chief Harry Gurin, kids are taking mail out of mailboxes. Alderman Roberts voiced concerns at the intersection of Harper Road and Peculiar Drive. This location retains water, so I ask for a solution to solve the problem. Alderman McCrea stated concerns of fireworks and gunshots discharging over the weekend in the Bridle Trails Subdivision.

Aldermen Directives Reported by City Administrator

Caring Hearts of Peculiar Clean-Up Day is April 18, 2015
Move forward with Ms. Barbara A. Smith's concerns
Bring back Bill No. 2015-13
Bring back Bill No. 2015-14
Contact VI Marketing and Branding Consultants and confirm meeting date
Address concerns on East Center Street
Address concerns of removal of mail from mailboxes
Address concerns at intersection of Harper Road and Peculiar Drive
Address concerns of fireworks and gunshots in Bridle Trail Subdivision

Adjournment

On a motion from Alderman Ford, second from Alderman Roberts, the meeting was adjourned at 7:27 pm with a 6-0 voice vote.

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

Janet Burlingame, City Clerk



Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Holly J. Stark, Mayor of the City of Peculiar, Missouri, do hereby proclaim April 22, 2015 as

Arbor Day

In the City of Peculiar, Missouri and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this _____ day of _____ Mayor _____

City Administrator

Brad Ratliff

City Clerk

Nick Jacobs

City Attorney

Reid F. Holbrook



City Engineer

Carl Brooks

Chief of Police

Harry Gurin

Business Office Manager

Trudy Prickett

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: April 16, 2015

Re: Bill No. 2015-13, Mayor & Board of Alderman (BOA) Acceptance of the Missouri Highways and Transportation Commission (MoDOT) Utility Agreement – Actual Cost for the I-49 and 211th Street Interchange (Cass County), Missouri, Job No. J4P2247

Utility Agreement – Actual Cost for the I-49 and 211th Street Interchange Project (Cass County), Missouri

GENERAL INFORMATION

Applicant: City Staff

Requested Actions: Approval of ordinance

Purpose: Acceptance of the Missouri Highways and Transportation Commission (MoDOT) Utility Agreement – Actual Cost for the I-49 and 211th Street Interchange Project (Cass County), Missouri, Job No. J4P2247

Property Location: I-49 and 211th Street Interchange

PROPOSAL

The commission proposes to construct and improve a section of state highway designated as Job No. J4P2247 Route I-49, Cass County; and a Cost Share Grant application have been awarded by MoDOT to the City in the amount of \$8.164 Million. Final plans, specifications and cost estimates have been provided by the engineer for the Waterline Relocation and Sanitary Sewer Installation. MoDOT's obligation toward the cost of the work under this Agreement shall be 100 percent of the actual cost, which obligation is now estimated to be \$145,083.47.

PREVIOUS ACTIONS

The MoDOT Municipal Agreement and Cost Share Agreement were approved as an ordinance with the second reading by the Mayor and the Board of Aldermen at their regular meeting on June 18, 2012. The MoDOT Cost Share Supplemental Agreement No. 1 for the I-49 & 211th Street Interchange Project and the 211th Street Project were approved as an ordinance with the second reading by the Mayor and the Board of Aldermen at their regular meeting on February 18, 2014. The MoDOT Cost Share Supplemental Agreement No. 2 for the I-49 & 211th Street Interchange Project and the 211th Street Project were approved as an ordinance with the second reading by the Mayor and the Board of Aldermen at their regular meeting on January 5, 2015.

KEY ISSUES

The engineer has estimated the cost of the 8-Inch Waterline to be \$138,795.00, and the cost of the 12-Inch Waterline to be \$208,035.50. Please note that this amount does not include the \$162,377.00 for the proposed sanitary sewer main and 6-Inch utility conduit.

The engineer has estimated the total construction cost of the 8-Inch Waterline and Sanitary Sewer Improvements to be \$592,549.00, and the cost of the 12-Inch Waterline to be \$758,594.00.

The City received eight (8) bids. The City received bids ranging in cost from \$450,843.25 to \$776,398.00.

MoDOT Commission (Committee) will pay one hundred percent (100%) of the actual project cost of the 8-Inch waterline.

The City will pay one hundred percent (100%) of the actual project cost of the 12-Inch waterline, if selected by City to construct, less the actual project cost of the 8-Inch waterline.

The City has budgeted \$110,000 for the 12-Inch waterline upsize cost, and \$160,000 for the proposed sanitary sewer main and 6-Inch utility conduit in conjunction with the I-49 & 211th Street Interchange and 211th Street Projects.

STAFF COMMENTS AND SUGGESTIONS

Although, the engineer's projects' construction cost estimates have greatly increased by \$136K for the 8-Inch Waterline and \$192K for the 12-Inch waterline when compared to the previous construction cost estimates of April 2014. However, The *Good News* is that the City received bids ranging in cost from \$450,843.25 to \$776,398.00.

City, Engineer and MoDOT staff will be reviewing the recent bids received on April 2, 2015 to be sure that the pay item quantities and unit prices are accurate. If necessary, we may also need to identify work that we might be able to reduce or eliminate from the project in order to keep the project on budget.

City staff, engineer and the MoDOT local agency staff have meet and discussed the project schedule, and funding time line for the I-49 and 211th Street Interchange Project. The MoDOT Utility Agreement for the I-49 and 211th Street Interchange Project is attached for your review and consideration.

STAFF RECOMMENDATION

City staff recommends the approval of the MoDOT Utility Agreement for the I-49 and 211th Street Interchange Project be accepted by ordinance by the Mayor and the BOA.

ATTACHMENTS

Bill 2015-13, Exhibit A

MoDOT Utility Agreement for the I-49 and 211th Street Interchange Project, Exhibit B

BILL NO. 2015-13

ORDINANCE _____

A ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING AND ACCEPTING THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (MODOT) UTILITY AGREEMENT – ACTUAL COST FOR THE I-49 AND 211TH STREET INTERCHANGE (CASS COUNTY), MISSOURI, JOB NO. J4P2247

WHEREAS, the Board of Aldermen previously approved the MoDOT Municipal Agreement and Cost Share Agreement for the 211th Street 71 Hwy Interchange (Cass County), and the MoDOT Cost Share Supplemental Agreement Nos. 1 and 2 for the I-49 & 211th Street Interchange Project and the 211th Street Project, and

WHEREAS, in order to improve said highway in accordance with said plans, it will be necessary to adjust certain facilities now located entirely on private easement of the City in order to maintain the present services of said City,

WHEREAS, such changes being generally shown in legend on plan marked Exhibit “A”, and the estimate of cost marked Exhibit “B”,

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

Section 1. MoDOT’s obligation toward the cost of the work under this Agreement shall be 100 percent of the actual cost, which obligation is now estimated to be \$145,083.47.

Section 2. The Mayor is authorized to execute this ordinance acknowledging the MoDOT Utility Agreement – Actual Cost for the I-49 and 211th Street Interchange, Job No. J4P2247.

Section 3. *Effective Date.* The effective date of this Ordinance shall be the ____ day of _____, 2015.

First Reading: April 6, 2015

Second Reading: _____

BE IT REMEMBERED THE PRECEDING ORDINANCE WAS ADOPTED ON ITS SECOND READING THIS ____ DAY OF _____, 2015, BY THE FOLLOWING VOTE:

Alderman Fines _____
Alderman Ford _____
Alderman McCray _____

Alderman Ray _____
Alderman Roberts _____
Alderman Turner _____

APPROVED:

ATTEST:

Holly Stark, Mayor

Janet Burlingame, City Clerk

CCO Form: UT03
Approved: 1/98 (BDG)
Revised: 04/14 (AR)
Modified:

Route I-49
County Cass
Job No. J4P2247

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
UTILITY AGREEMENT - ACTUAL COST**

(For City or City Use, When Facility Occupies Private Easement)

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Peculiar, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Commission proposes to construct and improve a section of state highway designated as Job No. J4P2247, Route I-49, Cass County, in the vicinity of 211th Street in accordance with certain road plans on file in the office of the County Clerk of Cass County, Missouri; and

WHEREAS, in order to improve said highway in accordance with said plans, it will be necessary to adjust certain facilities now located entirely on private easement of the City in order to maintain the present services of said City, such changes being generally shown in legend on plan marked Exhibit "A", and estimate of cost marked Exhibit "B" attached hereto and each made a part hereof;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

(1) **RELEASE:** The **City** grants to the Commission such right, title and interest which the **City** may have in and to the right of way of said state highway.

(2) **COMPLY WITH FEDERAL AID POLICY GUIDE (FAPG):** The City agrees that the detail plan and estimate of cost for the required adjustment of the City's facilities have been prepared in accordance with FAPG 23 CFR 645A and any amendments which by reference are made a part of this Agreement. The City also agrees that the work will be performed in accordance with said regulation.

(3) **COMMENCEMENT AND COMPLETION OF WORK:** After approval of the detail plan and estimate of cost and upon notification by the Commission, the City will commence, without unnecessary delay, to make changes to its facilities. The City will actively pursue completion of the work to reach the earliest possible completion date and to minimize interference with the Commission's roadway contractor. The City agrees to provide a written estimated time schedule of its planned work and a written notification to the Commission's district engineer at least five (5) days prior to beginning

the work. If the City falls behind in its work schedule, it shall submit a revised work schedule to the Commission's **(area/resident)** engineer. The City will make every effort to get back on schedule and complete its work. The City has an affirmative duty to cooperate and coordinate its activities with those of the Commissions' roadway contractor. The Commission's contractor has a contractual requirement to cooperate and coordinate its activity with the City and other utility companies on this job.

(4) **AUDIT OF RECORDS**: The City shall develop the adjustment cost of the work by using the actual and related indirect cost accumulated in accordance with an established accounting procedure used by the City in its regular operations and shall keep a detailed and accurate account of all labor, materials, supplies, incidentals, and other necessary costs involved in making such changes. The Commission's **(area/resident)** engineer in charge of said project, or any authorized agent of the Commission or the Federal Highway Administration, shall have access during normal business hours to such City records. These records must be available during the contract period and any extension, and for three (3) years from the date of final payment at no charge.

(5) **SUBCONTRACT**: The City is not adequately staffed or equipped to perform all work and intends to contract portions and will comply with FAPG 23 CFR 645A relating to performing part or all of the work by contract. Furthermore, if the City solicits bids for the work, the City is to furnish to the Commission a tabulation of bids received, a copy of the proposal used in securing the bids, and any other information to support the City's recommendation for award to the lowest qualified bidder prior to any contract work being performed.

(6) **CHANGE ORDER**: If any substantial change is made in the original plan and extent of the work, the City agrees that reimbursement shall be limited to costs covered by a supplemental agreement or change order prepared by the Commission's **(area/resident)** engineer or his/her representative and having approval of the Commission and Federal Highway Administration PRIOR to the performance of the work, as set out in FAPG 23 CFR 645A.

(7) **BACKFILL**: The City agrees to compact backfill of all excavation within the roadway limits in accordance with the Missouri Standard Specifications for Highway Construction, current edition, or as approved by the Commission's resident engineer.

(8) **CONDITION OF RIGHT OF WAY**: Upon completion of the work provided in this Agreement, the City shall remove all leftover materials and debris resulting from the work and leave the right of way in a neat, workmanlike condition, free of holes, mounds of dirt, or other objectionable material.

(9) **SAFETY DEVICES**: At all times when work is being performed by the City under such conditions as will affect traffic on the public highways, the City will display warning signs, barricades, flags, lights and/or flares as circumstances may require and shall employ and use a flagger when required for safety of the traveling public, all in

accordance with the standards set forth in the "Manual on Uniform Traffic Control Devices" (MUTCD).

(10) COST: The total cost of the work required for the highway construction is estimated to be \$145,083.47.

The Commission's obligation toward the cost of the work under this Agreement shall be 100 percent of the actual cost, which obligation is now estimated to be \$145,083.47.

The Commission's obligation shall extend only to those costs incurred under the provisions of FAPG 23 CFR 645A. Upon approval of the City's plan and estimate of cost, the Commission will promptly pay the City for 100% of the Commission's obligation. The Commission will afterwards conduct an audit of the City's statement and supporting records. If the audit reveals that the City has been overpaid, the City will immediately refund to the Commission such overpayment.

(11) COMMISSION REPRESENTATIVE: The Commission's **(area/resident)** engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(12) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(13) 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.

(14) FINAL INVOICE SUBMITTAL: After completion of the utility work, the City agrees to submit a final invoice for the cost of the work to the Commission within sixty (60) days or as mutually agreed to by the Commission's **(area/resident)** engineer or his/her representative. The final invoice shall be in as much detail as possible to verify the cost of the completed work. It should follow the format of the original cost estimate (Exhibit B) when possible to promote faster processing by the Commission. The Commission's resident engineer will process the final invoice as soon as possible after receipt. If the final invoice is greater than the Commission's payment provided in paragraph (10), the Commission shall promptly pay the City the additional Commission obligation. Conversely, if the final invoice is less than the Commission's payment, the City shall promptly remit the Commission's overpayment.

(15) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(16) COOPERATION: When the City relocation work is being done concurrent with the Commission's roadway contractor operation, the City agrees to cooperate and coordinate its work to minimize disturbance to the roadway contractor or other utility

companies working on the project.

(17) HIGHWAY IMPROVEMENT INFORMATION: The Commission agrees to furnish the City all necessary information on the highway improvement in order to properly carry out the utility relocation. Known hazardous waste sites will be identified on the right of way.

(18) WORK CANCELED: If the Commission instructs the City not to proceed with the work, the Commission shall reimburse the City for the Commission's percentage share of the City's costs incurred prior to the date the work is canceled, as allowed pursuant to FAPG 23 CFR 645A. The City shall promptly return to the Commission any funds in excess of those actually incurred prior to the date the work is canceled.

(19) BUY AMERICA REQUIREMENT COMPLIANCE: The **City** agrees to abide by the provisions of the Buy America requirements as found in 23 USC 313 and 23 CFR 635.410 for the Commission's Federal-Aid Construction Program.

(A) Buy America Compliance Certification: The **City** certifies that when determining products/materials subject to Buy America requirements to use in the performance of this Agreement, it shall use only such products/materials for which it has received a certification from its supplier, or provider of construction services that procures the product/material, certifying compliance with Buy America requirements. This does not include products/materials for which waivers have been granted pursuant to 23 CFR 635.410 or those products/materials that are excluded from compliance with Buy America requirements in the Commission's Engineering Policy Guide 643.2.1.43. The **City** will not be required to provide the Commission copies of the supplier certification as part of this Agreement or with the final invoice of said Commission's Federal-Aid Highway Construction Project.

(B) Buy America Record Retention: The **City** agrees to retain all Buy America compliance documents obtained pursuant to paragraph (20)(A) above, for a period of time of no less than 3 years after the receipt of the final reimbursement for the project by FHWA of said Commission's Federal-Aid Highway Construction Project in accordance with 49 CFR 18.42 (b) and (c). All Buy America compliance documents shall be made available upon request of, and at no cost to, the Commission and/or Federal Highway Administration.

[Remainder of Page Intentionally Left Blank. Signatures Appear on Following Page.]

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

Executed by the **City** this ____ day of _____, 20__.

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF PECULIAR, MISSOURI

Title _____

By _____

Print Name _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Corporate Seal [if applicable]

Ordinance No. _____ [if applicable]

Waterline Relocation and Sanitary Sewer Installation at I49 and 211th St.

City of Peculiar Missouri

Opinion of Probable Costs - MoDOT

8-inch Base Bid

March 16, 2015

8" PVC	LF	2935	\$ 29.00	\$ 85,115.00
Locator Wire	LF	2935	\$ 0.30	\$ 880.50
8" Gate Valve with box	EA	8	\$ 2,100.00	\$ 16,800.00
Connect to existing 8" waterline (2A)	LS	1	\$ 3,500.00	\$ 3,500.00
Connect to existing 8" waterline (2B)	LS	1	\$ 3,500.00	\$ 3,500.00
Connect to existing 8" waterline (3A)	LS	1	\$ 3,500.00	\$ 3,500.00
Fire Hydrants	LS	6	\$ 3,500.00	\$ 21,000.00
Abandon Waterlines	LS	3	\$ 1,500.00	\$ 4,500.00
	Construction Subtotal			\$ 138,795.50

EXHIBIT "B"
UTILITY AGREEMENT
WATER ADJUSTMENT
CITY OF PECULIAR
JOB NO. J4P2247

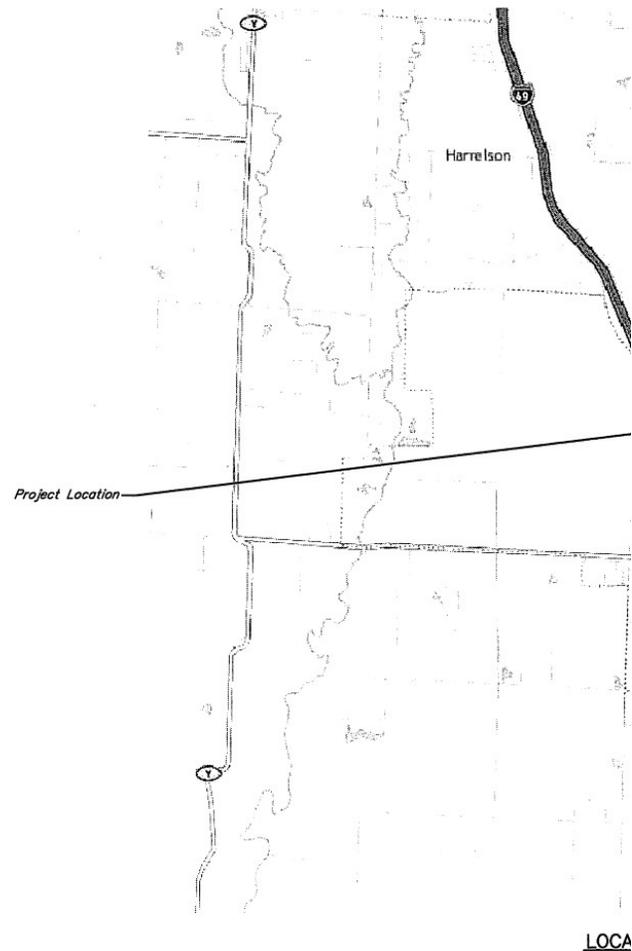
COST BREAKDOWN

	Peculiar	Commission
Construction		\$ 138,795.50
Engineering		<u>\$ 6,287.97</u>
Totals		\$ 145,083.47
Peculiar Responsibility	0.00%	
Commission Responsibility	100.00%	

WATERLINE RELOCATION AND INTERSTATE I-49 A PECULIAR 03140

INDEX OF SHEETS:

1. COVER SHEET
- 2.-6. PLAN SHEETS
7. MISCELLANEOUS DETAILS
8. SANITARY SEWER PLAN AND PROFILE
9. SANITARY SEWER DETAIL

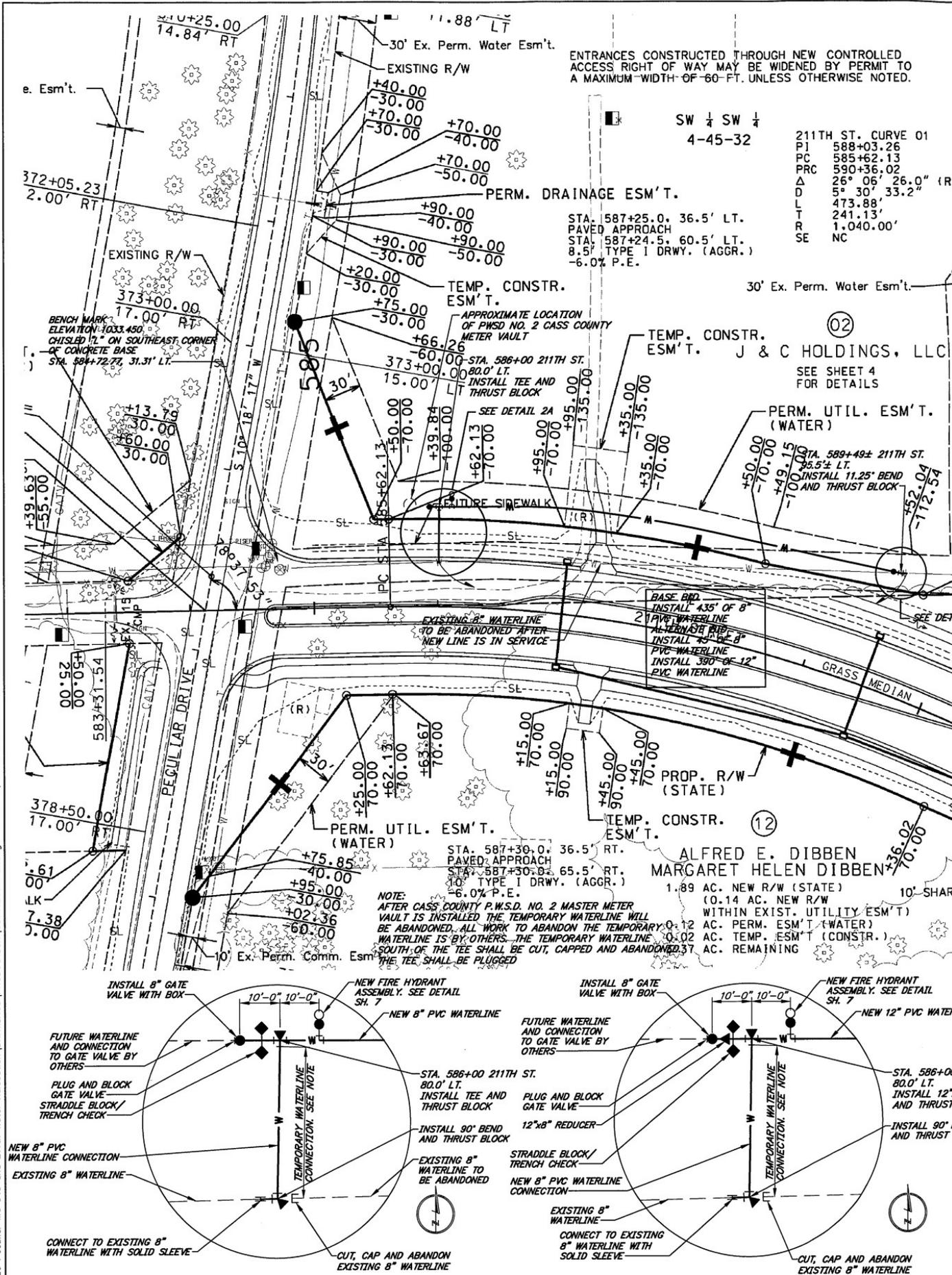


MISSOURI
STATE LOCATION MAP



—| LARKIN |—
LAMP RYNEARSON

L:\0314026 Peculiar MO 149 and 211th Water Relocation (DRAININGS) (PRODUCT) (1031426CPN01.dwg March 10, 2015 - 10:04am DarrellA



ENTRANCES CONSTRUCTED THROUGH NEW CONTROLLED ACCESS RIGHT OF WAY MAY BE WIDENED BY PERMIT TO A MAXIMUM WIDTH OF 60 FT. UNLESS OTHERWISE NOTED.

211TH ST. CURVE 01	
PJ	588+03.26
PC	585+62.13
PRC	590+36.02
Δ	26° 06' 26.0" (RT)
D	5° 30' 33.2"
L	473.88'
T	241.13'
R	1.040.00'
SE	NC

SW 1/4 SW 1/4
4-45-32

STA. 587+25.0, 36.5' LT.
PAVED APPROACH
STA. 587+24.5, 60.5' LT.
8.5' TYPE I DRWY. (AGGR.)
-6.0% P.E.

30' Ex. Perm. Water Esm't.

211TH ST. CURVE 01
SEE SHEET 4 FOR DETAILS

J & C HOLDINGS, LLC

PERM. UTIL. ESM'T. (WATER)

STA. 589+49± 211TH ST.
95.5'± LT.
INSTALL 11.25" BEND AND THRUST BLOCK

BASE BID
INSTALL 435' OF 8" PVC WATERLINE
ALTERNATE BID
INSTALL 435' OF 8" PVC WATERLINE
INSTALL 390' OF 12" PVC WATERLINE

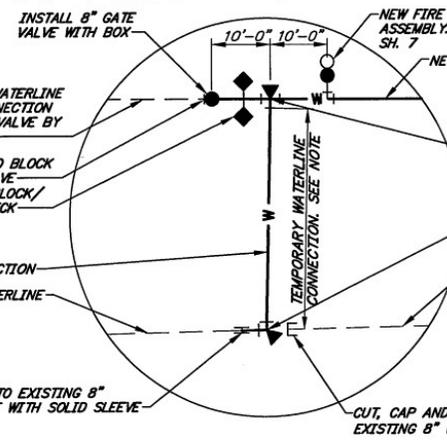
PROP. R/W (STATE)

TEMP. CONSTR. ESM'T.

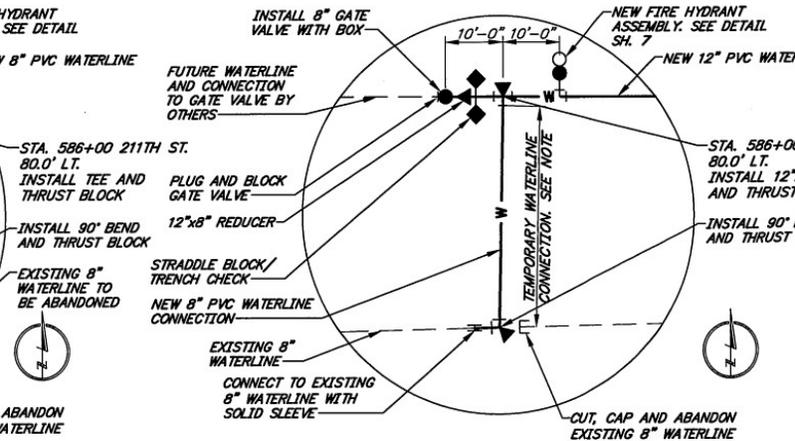
ALFRED E. DIBBEN
MARGARET HELEN DIBBEN

1.89 AC. NEW R/W (STATE)
0.14 AC. NEW R/W WITHIN EXIST. UTILITY ESM'T.
0.12 AC. PERM. ESM'T. (WATER)
0.02 AC. TEMP. ESM'T. (CONSTR.)
0.37 AC. REMAINING

NOTE:
AFTER CASS COUNTY P.W.S.D. NO. 2 MASTER METER VAULT IS INSTALLED THE TEMPORARY WATERLINE WILL BE ABANDONED. ALL WORK TO ABANDON THE TEMPORARY WATERLINE IS BY OTHERS. THE TEMPORARY WATERLINE SOUTH OF THE TEE SHALL BE CUT, CAPPED AND ABANDONED. THE TEE SHALL BE PLUGGED

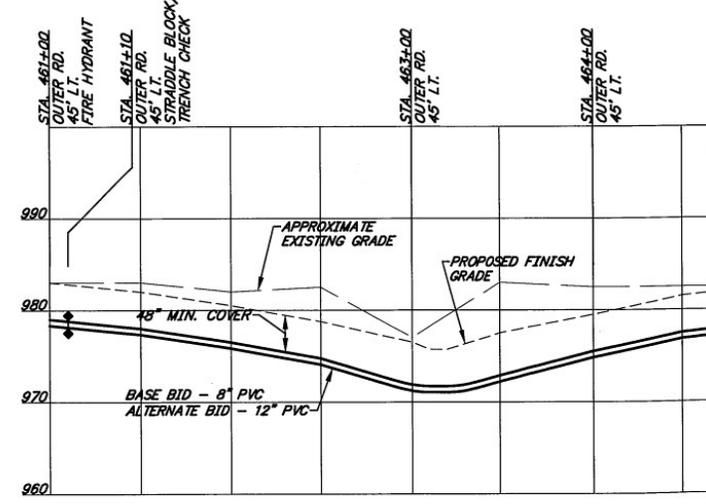
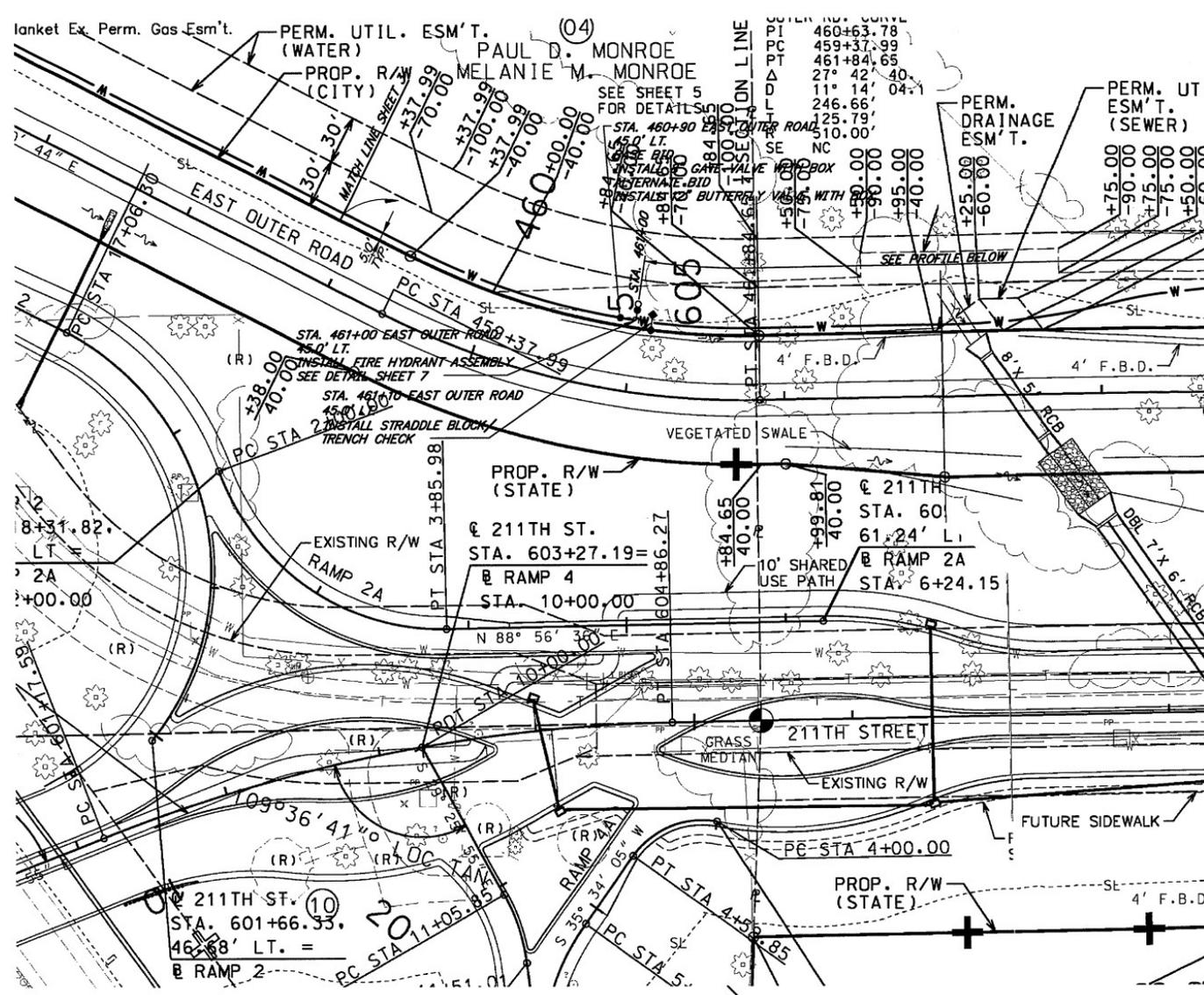


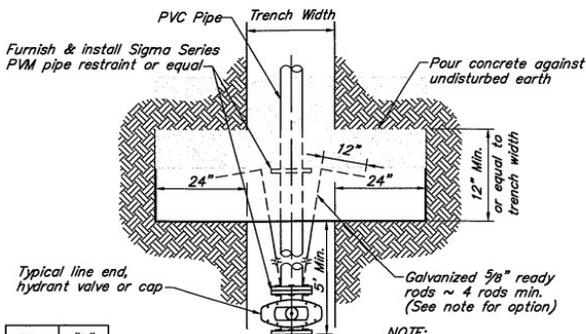
CONNECTION DETAIL 2A - BASE BID



CONNECTION DETAIL 2A - ALTERNATE BID

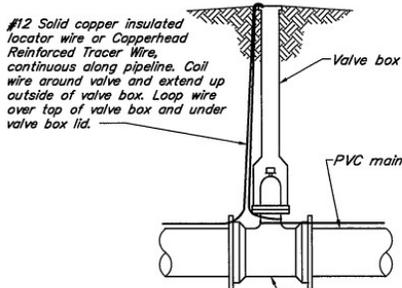
L:\0314026 Peculiar MO I49 and 211th Water Relocation\DRAWINGS\PRODUCTION\0314026CPN01.dwg March 10, 2015 - 10:05am Darrelka





Pipe Size	"D" Min.
4-6"	4"
8"	8"
10"	11"
12"	15"
16"	24"

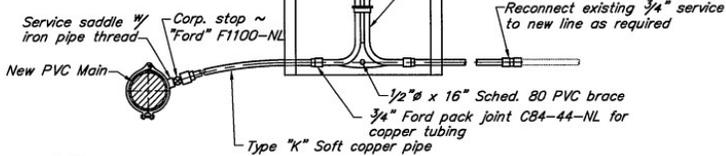
ELEVATION STRADDLE BLOCK
Scale: Not to scale



LOCATOR WIRE DETAIL
Scale: Not to scale

- NOTES:**
- Meter shall be reconnected after the lines have been disinfected and flushed.
 - Abandoned service line to be capped or crimped as part of this reconnection.

SERVICE SADDLE SCHEDULE	
PVC Main - Steel pipe O.D.	"Ford" S71
PVC Main - Cast iron O.D.	"Ford" S91



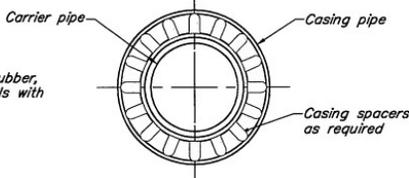
3/4" TYPICAL SERVICE RECONNECTION DETAIL
Scale: Not to scale

CASING SCHEDULE FOR CROSSINGS

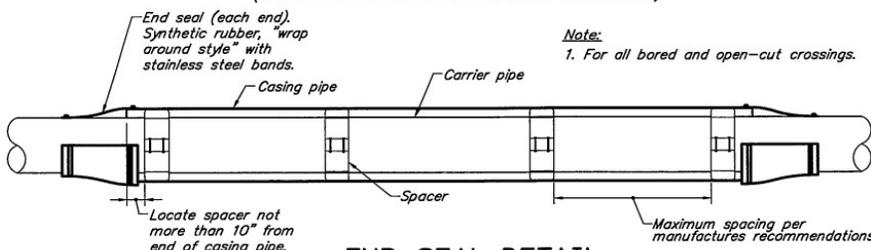
CROSSING TYPE	PVC OR DIP CARRIER PIPE DIAMETER							
	2"	3"	4"	6"	8"	10"	12"	18"
	*MINIMUM CASING DIAMETER							
STATE HIGHWAY (MO. HWY. SPECS.)	6" STEEL	6" STEEL	8" STEEL	10" STEEL	12" STEEL	20" STEEL	20" STEEL	30" STEEL
STREAM	4" PVC	6" PVC	8" PVC	10" PVC	12" PVC	16" STEEL	20" STEEL	30" STEEL
COUNTY AND STREET (BITUMINOUS SURFACE)	4" PVC	6" PVC	8" PVC	10" PVC	12" PVC	16" STEEL	20" STEEL	30" STEEL
RAILROAD (RAILROAD SPECS.)	6" STEEL	8" STEEL	8" STEEL	12" STEEL	16" STEEL	20" STEEL	20" STEEL	30" STEEL

Casing up thru 16" for State Highways shall have a minimum wall thickness of 0.188
Casing 20" & 24" with 0.250" and 0.281" wall thickness respectively for state highways, streams, county roads & streets.

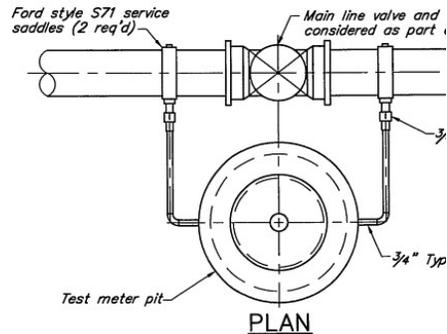
NOTE:
Each end of casing to be sealed with Synthetic rubber, "wrap around style" end seals with stainless steel bands.



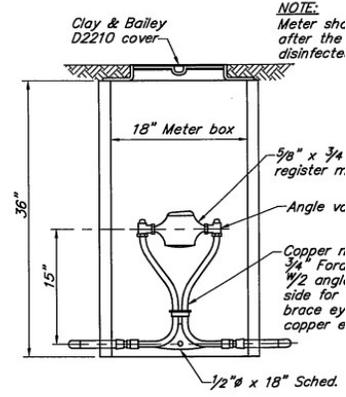
CASING DETAIL
(FOR ALL BORED AND OPEN-CUT CROSSINGS)



END SEAL DETAIL
Scale: Not to scale



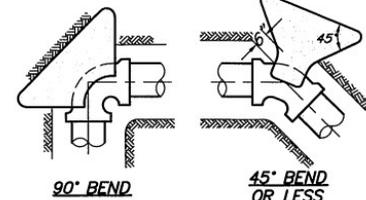
PLAN



SECTION

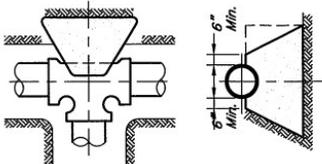
TEST METER INSTALLATION
Scale: 1"=1'-0"

- NOTE:**
- Construct thrust block at all fittings and hydrants.
 - Vertical face of bearing on earth to be symmetrical about plane formed by \angle 's of intersecting pipe alignments.



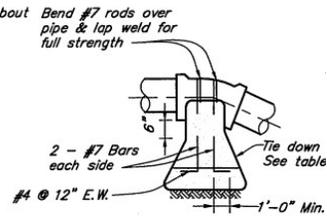
90° BEND

45° BEND OR LESS

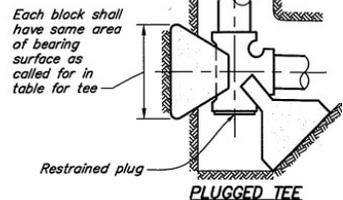


TEE

TYPICAL SECTION



CONCRETE TIE DOWN BLOCK



RESTRAINED PLUG

PLUGGED TEE

THRUST BLOCK DETAILS
Scale: Not to scale

L:\0314026 Peculiar MO I-49 and 211th Water Relocation \DRAWINGS\PRODUCTION\0314026MDL01.dwg March 10, 2015 - 10:05am Darrell A.

City Administrator

Brad Ratliff

City Clerk

Nick Jacobs

City Attorney

Reid F. Holbrook



City Engineer

Carl Brooks

Chief of Police

Harry Gurin

Business Office Manager

Trudy Prickett

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: April 16, 2015

Re: Bill No. 2015-14, Mayor & Board of Alderman (BOA) Acceptance of the Missouri Highways and Transportation Commission (MoDOT) Utility Agreement – Actual Cost for the 211th Street (Cass County), Missouri, Job No. J4P2247B

Utility Agreement – Actual Cost for the 211th Street Project (Cass County), Missouri

GENERAL INFORMATION

Applicant: City Staff

Requested Actions: Approval of ordinance

Purpose: Acceptance of the Missouri Highways and Transportation Commission (MoDOT) Utility Agreement – Actual Cost for the 211th Street (Cass County), Missouri, Job No. J4P2247B

Property Location: 211th Street, between the I-49 Interstate Highway interchange and School Road

PROPOSAL

The commission proposes to construct and improve a section of state highway designated as Job No. J4P2247B Route I-49, Cass County; and a Cost Share Grant application have been awarded by MoDOT to the City in the amount of \$8.164 Million. Final plans, specifications and cost estimates have been provided by the engineer for the Waterline Relocation and Sanitary Sewer Installation. MoDOT’s obligation toward the cost of the work under this Agreement shall be 100 percent of the actual cost, which obligation is now estimated to be \$474,804.53.

PREVIOUS ACTIONS

The MoDOT Municipal Agreement and Cost Share Agreement were approved as an ordinance with the second reading by the Mayor and the Board of Aldermen at their regular meeting on June 18, 2012. The MoDOT Cost Share Supplemental Agreement No. 1 for the I-49 & 211th Street Interchange Project and the 211th Street Project were approved as an ordinance with the second reading by the Mayor and the Board of Aldermen at their regular meeting on February 18, 2014. The MoDOT Cost Share Supplemental Agreement No. 2 for the I-49 & 211th Street Interchange Project and the 211th Street Project were approved as an ordinance with the second reading by the Mayor and the Board of Aldermen at their regular meeting on January 5, 2015.

KEY ISSUES

The engineer has estimated the cost of the 8-Inch Waterline to be \$430,172.00, and the cost of the 12-Inch Waterline to be \$550,558.50. Please note that this amount does not include the \$162,377.00 for the proposed sanitary sewer main and 6-Inch utility conduit.

The engineer has estimated the total construction cost of the 8-Inch Waterline and Sanitary Sewer Improvements to be \$592,549.00, and the cost of the 12-Inch Waterline to be \$758,594.00.

The City received eight (8) bids. The City received bids ranging in cost from \$450,843.25 to \$776,398.00.

MoDOT Commission (Committee) will pay one hundred percent (100%) of the actual project cost of the 8-Inch waterline.

The City will pay one hundred percent (100%) of the actual project cost of the 12-Inch waterline, if selected by City to construct, less the actual project cost of the 8-Inch waterline.

The City has budgeted \$110,000 for the 12-Inch waterline upsize cost, and \$160,000 for the proposed sanitary sewer main and 6-Inch utility conduit in conjunction with the I-49 & 211th Street Interchange and 211th Street Projects.

STAFF COMMENTS AND SUGGESTIONS

Although, the engineer's projects' construction cost estimates have greatly increased by \$136K for the 8-Inch Waterline and \$192K for the 12-Inch waterline when compared to the previous construction cost estimates of April 2014. However, The *Good News* is that the City received bids ranging in cost from \$450,843.25 to \$776,398.00.

City, Engineer and MoDOT staff will be reviewing the recent bids received on April 2, 2015 to be sure that the pay item quantities and unit prices are accurate. If necessary, we may also need to identify work that we might be able to reduce or eliminate from the project in order to keep the project on budget.

City staff, engineer and the MoDOT local agency staff have meet and discussed the project schedule, and funding time line for the 211th Street Project. The MoDOT Utility Agreement for the 211th Street Project is attached for your review and consideration.

STAFF RECOMMENDATION

City staff recommends the approval of the MoDOT Utility Agreement for the 211th Street Project be accepted by ordinance by the Mayor and the BOA.

ATTACHMENTS

Bill 2015-14, Exhibit A

MoDOT Utility Agreement for the 211th Street Project, Exhibit B

BILL NO. 2015-14

ORDINANCE _____

A ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING AND ACCEPTING THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (MODOT) UTILITY AGREEMENT – ACTUAL COST FOR THE 211TH STREET (CASS COUNTY), MISSOURI, JOB NO. J4P2247B

WHEREAS, the Board of Aldermen previously approved the MoDOT Municipal Agreement and Cost Share Agreement for the 211th Street 71 Hwy Interchange (Cass County), and the MoDOT Cost Share Supplemental Agreement Nos. 1 and 2 for the I-49 & 211th Street Interchange Project and the 211th Street Project, and

WHEREAS, in order to improve said highway in accordance with said plans, it will be necessary to adjust certain facilities now located entirely on private easement of the City in order to maintain the present services of said City,

WHEREAS, such changes being generally shown in legend on plan marked Exhibit “A”, and the estimate of cost marked Exhibit “B”,

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

Section 1. MoDOT’s obligation toward the cost of the work under this Agreement shall be 100 percent of the actual cost, which obligation is now estimated to be \$474,804.53.

Section 2. The Mayor is authorized to execute this ordinance acknowledging the MoDOT Utility Agreement – Actual Cost for the 211th Street, Job No. J4P2247B.

Section 3. *Effective Date.* The effective date of this Ordinance shall be the ____ day of _____, 2015.

First Reading: April 6, 2015

Second Reading: _____

BE IT REMEMBERED THE PRECEDING ORDINANCE WAS ADOPTED ON ITS SECOND READING THIS ____ DAY OF _____, 2015, BY THE FOLLOWING VOTE:

Alderman Fines _____
Alderman Ford _____
Alderman McCray _____

Alderman Ray _____
Alderman Roberts _____
Alderman Turner _____

APPROVED:

ATTEST:

Holly Stark, Mayor

Janet Burlingame, City Clerk

CCO Form: UT03
Approved: 1/98 (BDG)
Revised: 04/14 (AR)
Modified:

Route 211th Street
County Cass
Job No. J4P2247B

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
UTILITY AGREEMENT - ACTUAL COST**

(For City or City Use, When Facility Occupies Private Easement)

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Peculiar, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Commission proposes to construct and improve a section of state highway designated as Job No. J4P2247B, Route I-49, Cass County, in the vicinity of 211th Street in accordance with certain road plans on file in the office of the County Clerk of Cass County, Missouri; and

WHEREAS, in order to improve said highway in accordance with said plans, it will be necessary to adjust certain facilities now located entirely on private easement of the City in order to maintain the present services of said City, such changes being generally shown in legend on plan marked Exhibit "A", and estimate of cost marked Exhibit "B" attached hereto and each made a part hereof;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

(1) **RELEASE:** The **City** grants to the Commission such right, title and interest which the **City** may have in and to the right of way of said state highway.

(2) **COMPLY WITH FEDERAL AID POLICY GUIDE (FAPG):** The City agrees that the detail plan and estimate of cost for the required adjustment of the City's facilities have been prepared in accordance with FAPG 23 CFR 645A and any amendments which by reference are made a part of this Agreement. The City also agrees that the work will be performed in accordance with said regulation.

(3) **COMMENCEMENT AND COMPLETION OF WORK:** After approval of the detail plan and estimate of cost and upon notification by the Commission, the City will commence, without unnecessary delay, to make changes to its facilities. The City will actively pursue completion of the work to reach the earliest possible completion date and to minimize interference with the Commission's roadway contractor. The City agrees to provide a written estimated time schedule of its planned work and a written notification to the Commission's district engineer at least five (5) days prior to beginning

the work. If the City falls behind in its work schedule, it shall submit a revised work schedule to the Commission's **(area/resident)** engineer. The City will make every effort to get back on schedule and complete its work. The City has an affirmative duty to cooperate and coordinate its activities with those of the Commissions' roadway contractor. The Commission's contractor has a contractual requirement to cooperate and coordinate its activity with the City and other utility companies on this job.

(4) **AUDIT OF RECORDS:** The City shall develop the adjustment cost of the work by using the actual and related indirect cost accumulated in accordance with an established accounting procedure used by the City in its regular operations and shall keep a detailed and accurate account of all labor, materials, supplies, incidentals, and other necessary costs involved in making such changes. The Commission's **(area/resident)** engineer in charge of said project, or any authorized agent of the Commission or the Federal Highway Administration, shall have access during normal business hours to such City records. These records must be available during the contract period and any extension, and for three (3) years from the date of final payment at no charge.

(5) **SUBCONTRACT:** The City is not adequately staffed or equipped to perform all work and intends to contract portions and will comply with FAPG 23 CFR 645A relating to performing part or all of the work by contract. Furthermore, if the City solicits bids for the work, the City is to furnish to the Commission a tabulation of bids received, a copy of the proposal used in securing the bids, and any other information to support the City's recommendation for award to the lowest qualified bidder prior to any contract work being performed.

(6) **CHANGE ORDER:** If any substantial change is made in the original plan and extent of the work, the City agrees that reimbursement shall be limited to costs covered by a supplemental agreement or change order prepared by the Commission's **(area/resident)** engineer or his/her representative and having approval of the Commission and Federal Highway Administration PRIOR to the performance of the work, as set out in FAPG 23 CFR 645A.

(7) **BACKFILL:** The City agrees to compact backfill of all excavation within the roadway limits in accordance with the Missouri Standard Specifications for Highway Construction, current edition, or as approved by the Commission's resident engineer.

(8) **CONDITION OF RIGHT OF WAY:** Upon completion of the work provided in this Agreement, the City shall remove all leftover materials and debris resulting from the work and leave the right of way in a neat, workmanlike condition, free of holes, mounds of dirt, or other objectionable material.

(9) **SAFETY DEVICES:** At all times when work is being performed by the City under such conditions as will affect traffic on the public highways, the City will display warning signs, barricades, flags, lights and/or flares as circumstances may require and shall employ and use a flagger when required for safety of the traveling public, all in

accordance with the standards set forth in the "Manual on Uniform Traffic Control Devices" (MUTCD).

(10) COST: The total cost of the work required for the highway construction is estimated to be \$474,804.53.

The Commission's obligation toward the cost of the work under this Agreement shall be 100 percent of the actual cost, which obligation is now estimated to be \$474,804.53.

The Commission's obligation shall extend only to those costs incurred under the provisions of FAPG 23 CFR 645A. Upon approval of the City's plan and estimate of cost, the Commission will promptly pay the City for 100% of the Commission's obligation. The Commission will afterwards conduct an audit of the City's statement and supporting records. If the audit reveals that the City has been overpaid, the City will immediately refund to the Commission such overpayment.

(11) COMMISSION REPRESENTATIVE: The Commission's **(area/resident)** engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(12) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(13) 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.

(14) FINAL INVOICE SUBMITTAL: After completion of the utility work, the City agrees to submit a final invoice for the cost of the work to the Commission within sixty (60) days or as mutually agreed to by the Commission's **(area/resident)** engineer or his/her representative. The final invoice shall be in as much detail as possible to verify the cost of the completed work. It should follow the format of the original cost estimate (Exhibit B) when possible to promote faster processing by the Commission. The Commission's resident engineer will process the final invoice as soon as possible after receipt. If the final invoice is greater than the Commission's payment provided in paragraph (10), the Commission shall promptly pay the City the additional Commission obligation. Conversely, if the final invoice is less than the Commission's payment, the City shall promptly remit the Commission's overpayment.

(15) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(16) COOPERATION: When the City relocation work is being done concurrent with the Commission's roadway contractor operation, the City agrees to cooperate and coordinate its work to minimize disturbance to the roadway contractor or other utility

companies working on the project.

(17) HIGHWAY IMPROVEMENT INFORMATION: The Commission agrees to furnish the City all necessary information on the highway improvement in order to properly carry out the utility relocation. Known hazardous waste sites will be identified on the right of way.

(18) WORK CANCELED: If the Commission instructs the City not to proceed with the work, the Commission shall reimburse the City for the Commission's percentage share of the City's costs incurred prior to the date the work is canceled, as allowed pursuant to FAPG 23 CFR 645A. The City shall promptly return to the Commission any funds in excess of those actually incurred prior to the date the work is canceled.

(19) BUY AMERICA REQUIREMENT COMPLIANCE: The **City** agrees to abide by the provisions of the Buy America requirements as found in 23 USC 313 and 23 CFR 635.410 for the Commission's Federal-Aid Construction Program.

(A) Buy America Compliance Certification: The **City** certifies that when determining products/materials subject to Buy America requirements to use in the performance of this Agreement, it shall use only such products/materials for which it has received a certification from its supplier, or provider of construction services that procures the product/material, certifying compliance with Buy America requirements. This does not include products/materials for which waivers have been granted pursuant to 23 CFR 635.410 or those products/materials that are excluded from compliance with Buy America requirements in the Commission's Engineering Policy Guide 643.2.1.43. The **City** will not be required to provide the Commission copies of the supplier certification as part of this Agreement or with the final invoice of said Commission's Federal-Aid Highway Construction Project.

(B) Buy America Record Retention: The **City** agrees to retain all Buy America compliance documents obtained pursuant to paragraph (20)(A) above, for a period of time of no less than 3 years after the receipt of the final reimbursement for the project by FHWA of said Commission's Federal-Aid Highway Construction Project in accordance with 49 CFR 18.42 (b) and (c). All Buy America compliance documents shall be made available upon request of, and at no cost to, the Commission and/or Federal Highway Administration.

[Remainder of Page Intentionally Left Blank. Signatures Appear on Following Page.]

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

Executed by the **City** this ____ day of _____, 20__.

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF PECULIAR, MISSOURI

By _____

Title _____

Print Name _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Corporate Seal [if applicable]

Ordinance No. _____ [if applicable]

ACKNOWLEDGMENT BY CITY

STATE OF _____)

COUNTY OF _____)

ss

On this ____ day of _____, 20__, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of the City of _____ and that the foregoing instrument was signed and sealed on behalf of the City of _____ and that he/she acknowledged said instrument to be the free act and deed of the City of _____ and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: _____

Waterline Relocation and Sanitary Sewer Installation at I49 and 211th St.

City of Peculiar Missouri

Opinion of Probable Costs - City of Peculiar

8-inch Base Bid

March 16, 2015

8" PVC	LF	1905	\$ 29.00	\$ 55,245.00
Locator Wire	LF	1905	\$ 0.30	\$ 571.50
8" Gate Valve with box	EA	8	\$ 2,100.00	\$ 16,800.00
4" Gate Valve with box	EA	2	\$ 1,500.00	\$ 3,000.00
Stream Crossing – 300' Bore	LF	300	\$ 260.00	\$ 78,000.00
211th St. Crossing – Open Cut with 110' Casing	LS	1	\$ 25,000.00	\$ 25,000.00
School Road Crossing – Open Cut with 54' Casing	LS	1	\$ 15,000.00	\$ 15,000.00
School Road Crossing – Open Cut with 40' Casing	LS	1	\$ 13,500.00	\$ 13,500.00
Connect to existing 4" waterlines (6A)	LS	1	\$ 4,000.00	\$ 4,000.00
Fire Hydrants	LS	4	\$ 3,500.00	\$ 14,000.00
Abandon Waterlines	LS	2	\$ 1,500.00	\$ 3,000.00
Test Meter	EA	1	\$ 2,500.00	\$ 2,500.00
PVC Casing	LF	100	\$ 45.00	\$ 4,500.00
Air Release Valve	EA	1	\$ 2,500.00	\$ 2,500.00
Service Reconnection	EA	1	\$ 1,000.00	\$ 1,000.00
Salvage existing Fire Hydrant	LS	1	\$ 1,500.00	\$ 1,500.00
Sewer Service Connection	LS	1	\$ 2,500.00	\$ 2,500.00
Cleanout	EA	6	\$ 500.00	\$ 3,000.00
4" DR26 PVC Pipe (Sanitary Sewer)	LF	468	\$ 70.00	\$ 32,760.00
Abandon Septic Tank	LS	1	\$ 4,000.00	\$ 4,000.00
Connect to Existing Sewer Line	LS	1	\$ 1,500.00	\$ 1,500.00
Cut, Cap, and Block Sewer Line	LS	5	\$ 1,500.00	\$ 7,500.00
4'-0" Diameter Standard Manhole (0'-8")	EA			\$ 15,460.00
4'-0" Diameter Standard Manhole Extra Depth	V.F.			\$ 4,438.00
10" DR26 PVC Pipe (Sanitary Sewer)	LF			\$ 39,770.00
12 DI Pipe Class 50 (Sanitary Sewer)	LF			\$ 64,209.00
6" PVC Conduit	LF			\$ 38,500.00
	Construction Subtotal			\$ 453,753.50

EXHIBIT "B"
UTILITY AGREEMENT
WATER ADJUSTMENT
CITY OF PECULIAR
JOB NO. J4P2247B

COST BREAKDOWN

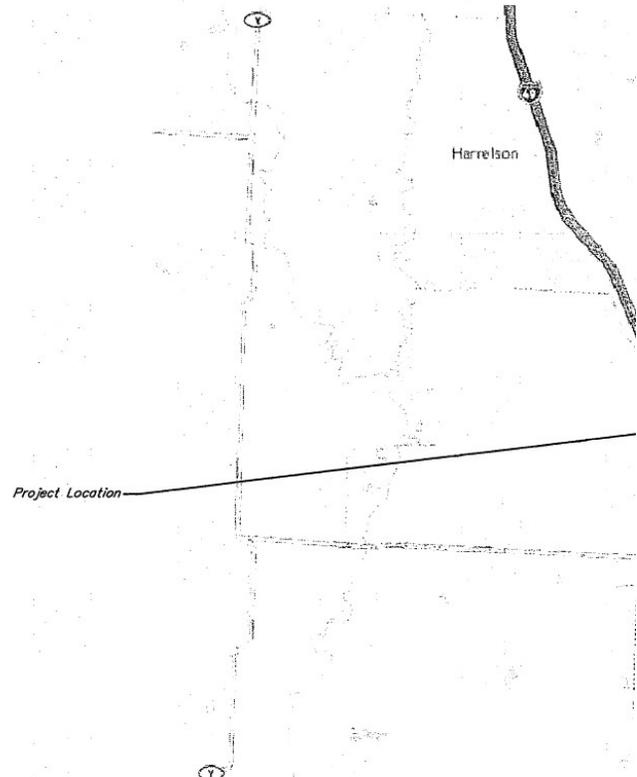
	Peculiar	Commission
Construction		\$ 453,753.50
Engineering		<u>\$ 21,051.03</u>
Totals		\$ 474,804.53

Peculiar Responsibility	0.00%
Commission Responsibility	100.00%

WATERLINE RELOCATION AND INTERSTATE I-49 A PECULIAR 0314

INDEX OF SHEETS:

1. COVER SHEET
- 2.-6. PLAN SHEETS
7. MISCELLANEOUS DETAILS
8. SANITARY SEWER PLAN AND PROFILE
9. SANITARY SEWER DETAIL

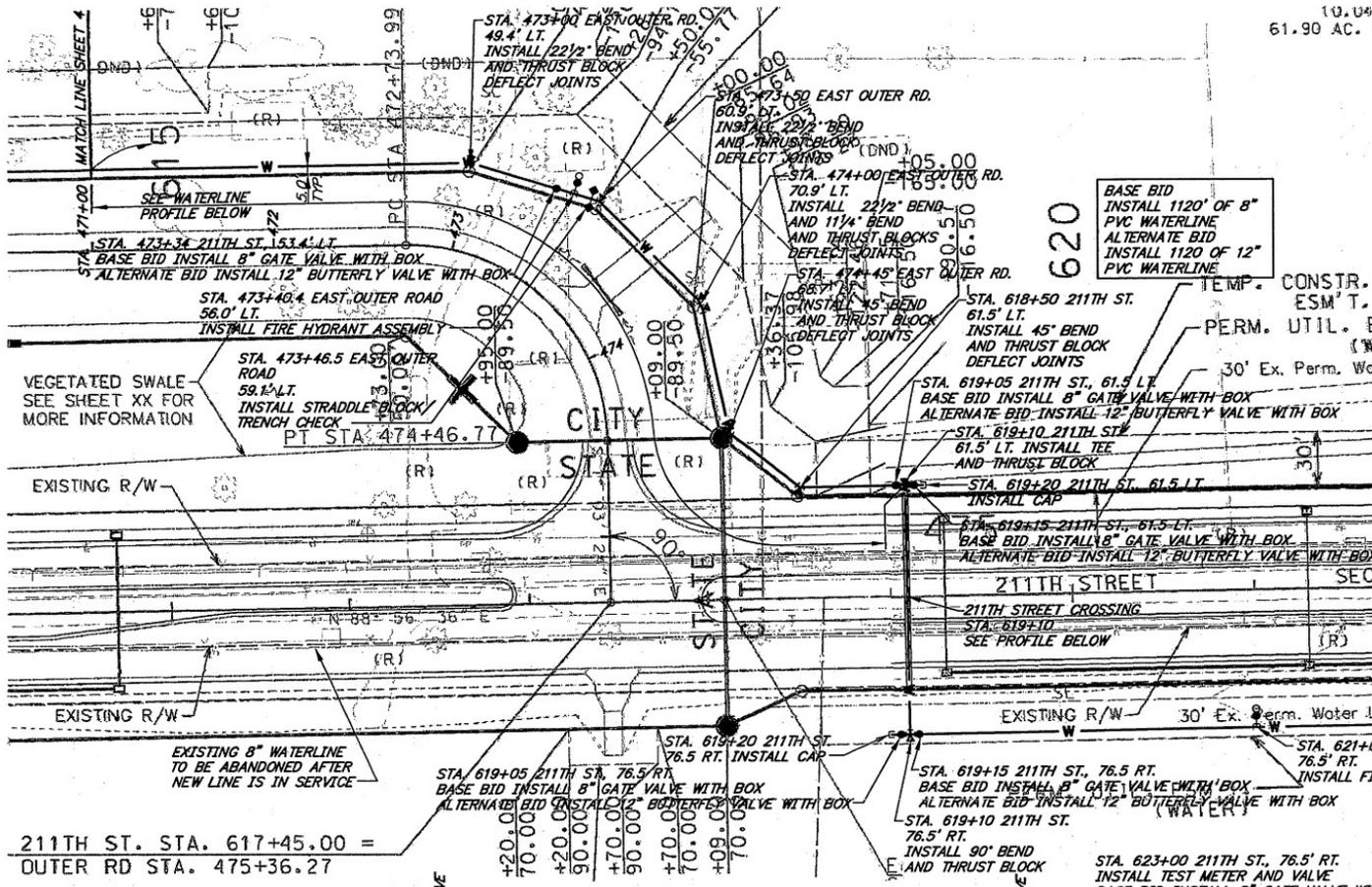


MISSOURI
STATE LOCATION MAP

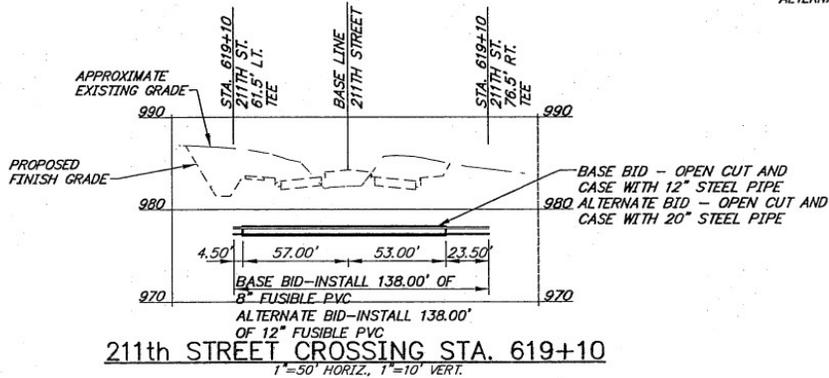
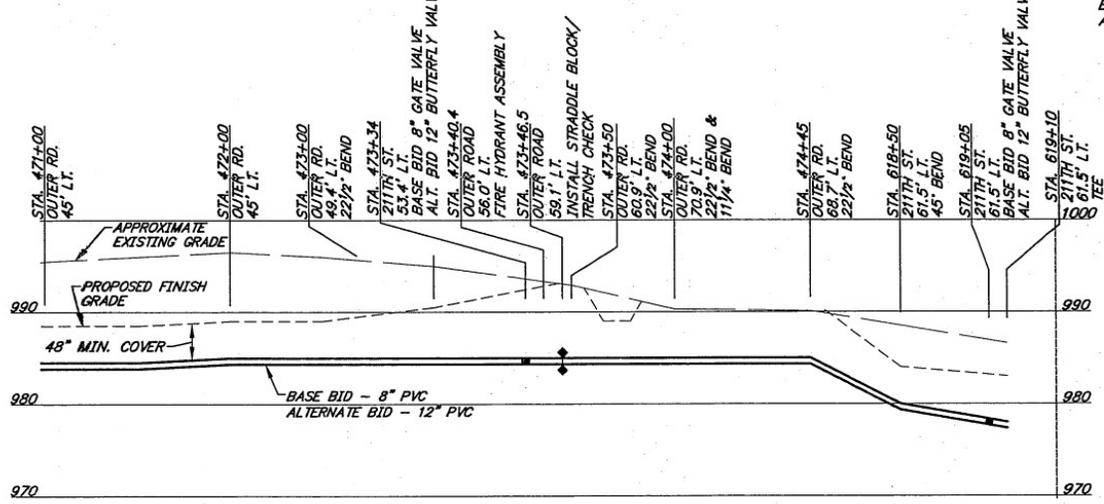


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LAMP RYNEARSON

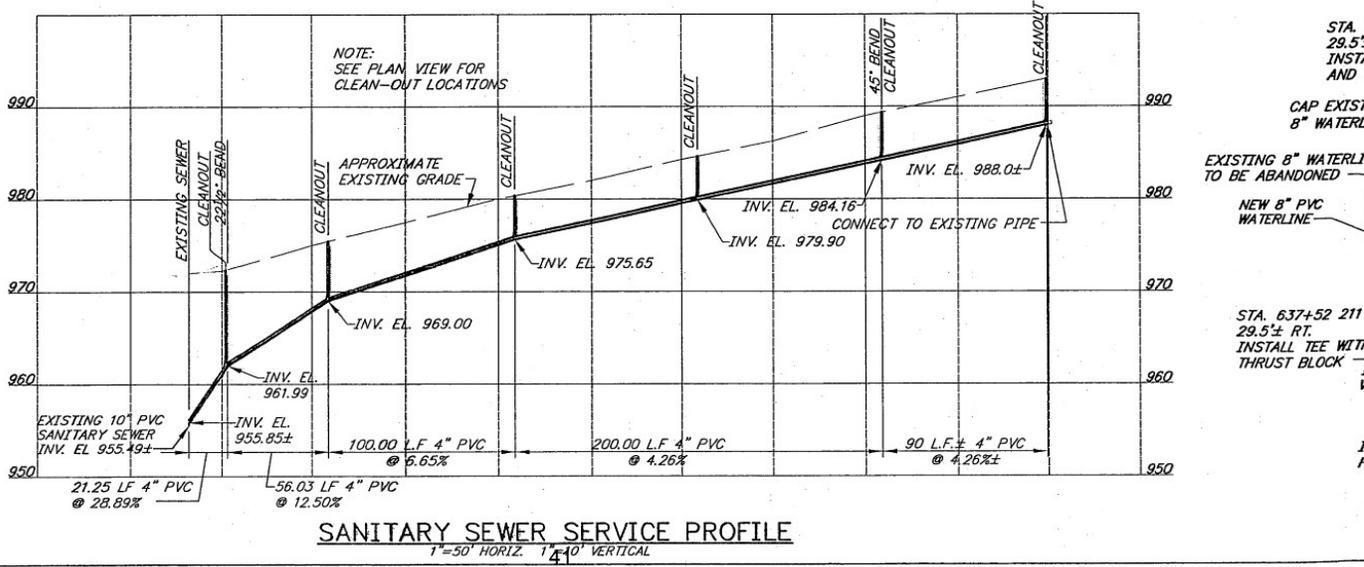
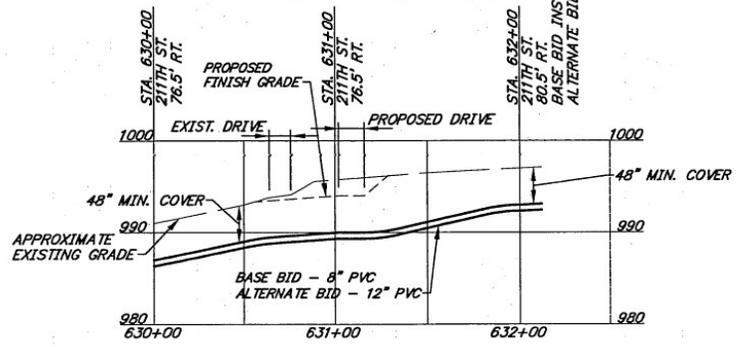
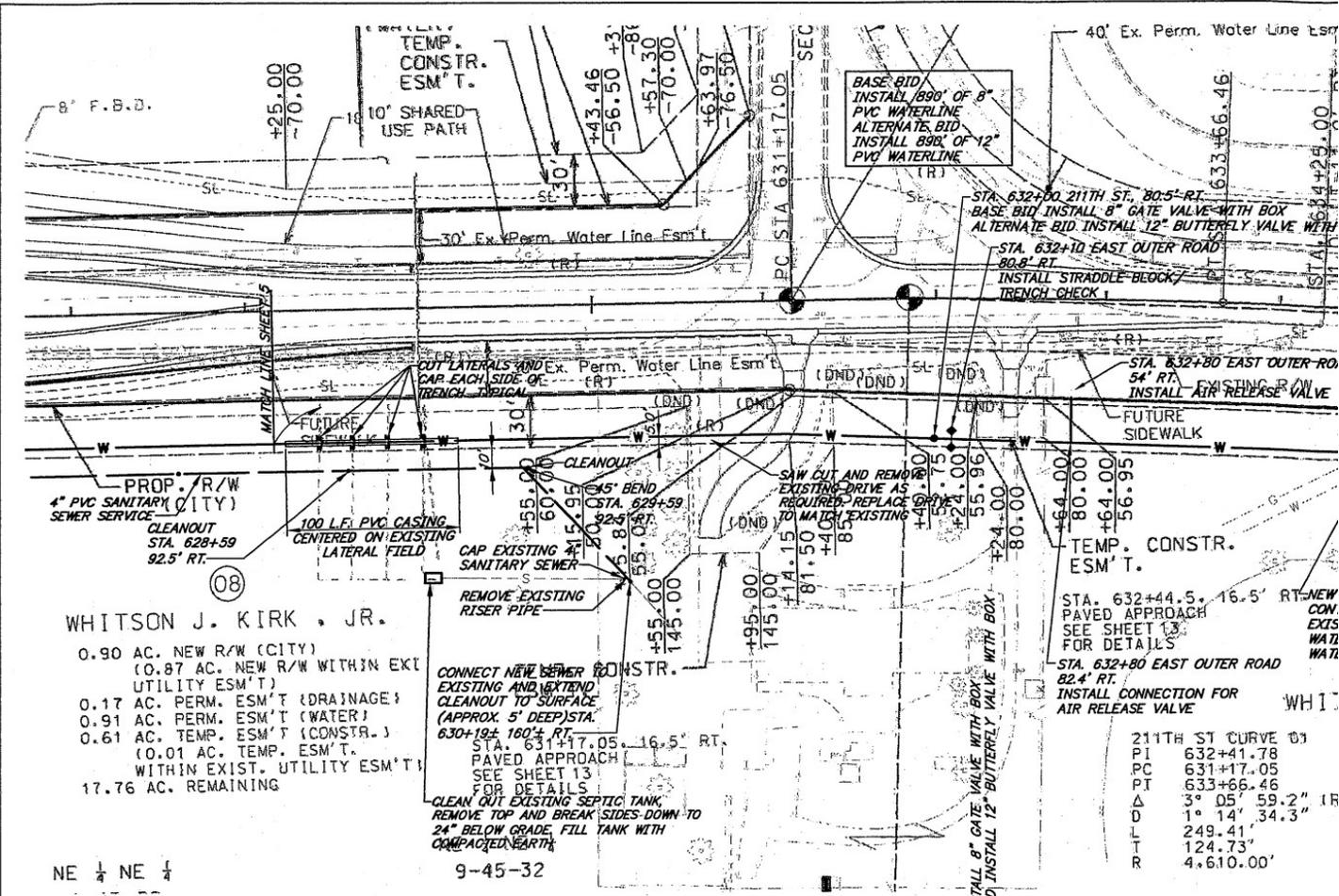
L:\0314026 Peculiar MO I49 and 211th Water Relocation\DRAWINGS\PRODUCTION\0314026CCR.dwg March 10, 2015 - 10:04am DarrellA



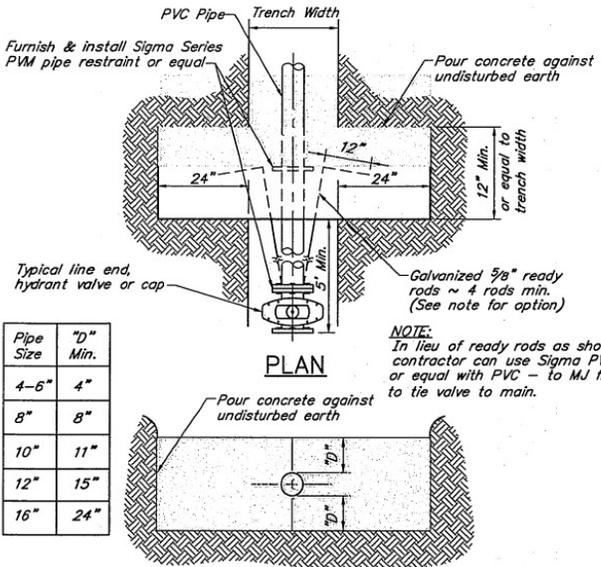
211TH ST. STA. 617+45.00 =
OUTER RD STA. 475+36.27



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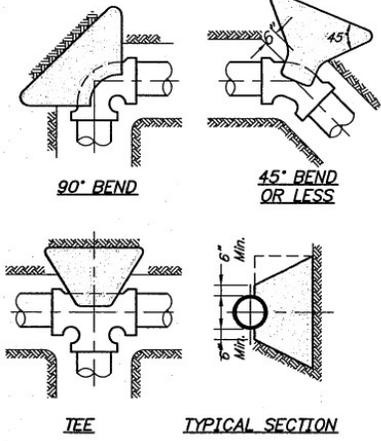
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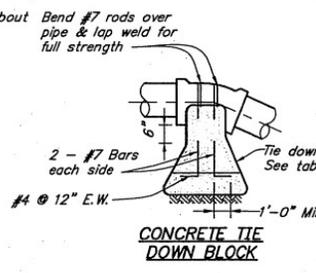
Pipe Size	"D" Min.
4-6"	4"
8"	8"
10"	11"
12"	15"
16"	24"

ELEVATION STRADDLE BLOCK
Scale: Not to scale

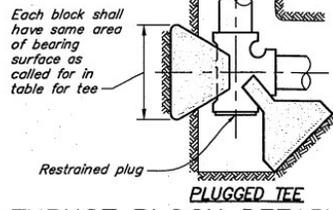
NOTE:
1. Construct thrust block at all fittings and hydrants.
2. Vertical face of bearing on earth to be symmetrical about plane formed by \angle 's of intersecting pipe alignments.



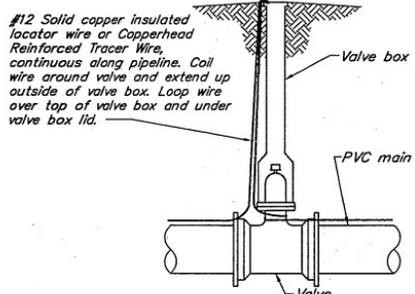
TEE TYPICAL SECTION



CONCRETE TIE DOWN BLOCK



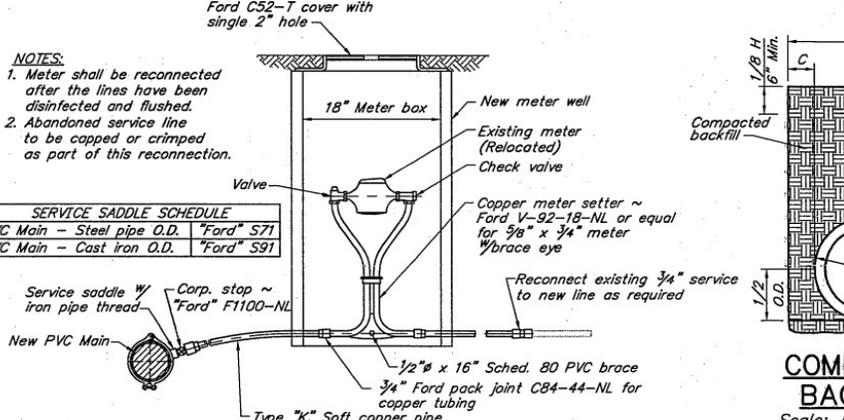
THRUST BLOCK DETAIL
Scale: Not to scale



LOCATOR WIRE DETAIL
Scale: Not to scale

NOTES:
1. Meter shall be reconnected after the lines have been disinfected and flushed.
2. Abandoned service line to be capped or crimped as part of this reconnection.

SERVICE SADDLE SCHEDULE	
PVC Main - Steel pipe O.D.	"Ford" S71
PVC Main - Cast iron O.D.	"Ford" S91



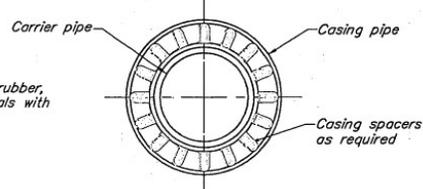
3/4" TYPICAL SERVICE RECONNECTION DETAIL
Scale: Not to scale

CASING SCHEDULE FOR CROSSINGS

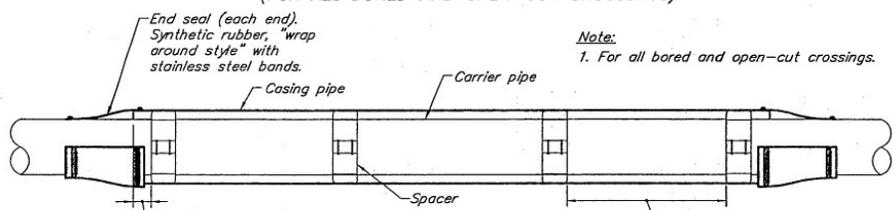
CROSSING TYPE	PVC OR DIP CARRIER PIPE DIAMETER							
	2"	3"	4"	6"	8"	10"	12"	18"
STATE HIGHWAY (MO. HWY. SPECS.)	6" STEEL	6" STEEL	8" STEEL	10" STEEL	12" STEEL	20" STEEL	20" STEEL	30" STEEL
STREAM	4" PVC	6" PVC	8" PVC	10" PVC	12" PVC	16" STEEL	20" STEEL	30" STEEL
COUNTY AND STREET (BITUMINOUS SURFACE)	4" PVC	6" PVC	8" PVC	10" PVC	12" PVC	16" STEEL	20" STEEL	30" STEEL
RAILROAD (RAILROAD SPECS.)	6" STEEL	8" STEEL	8" STEEL	12" STEEL	16" STEEL	20" STEEL	20" STEEL	30" STEEL

Casing up thru 16" for State Highways shall have a minimum wall thickness of 0.188
Casing 20" & 24" with 0.250" and 0.281" wall thickness respectively for state highways, streams, county roads & streets.

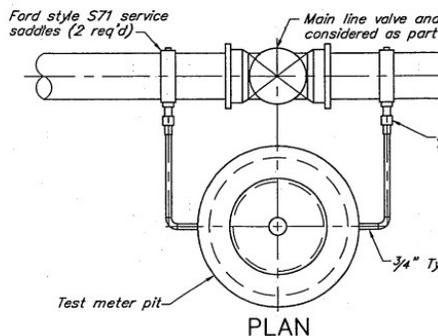
NOTE:
Each end of casing to be sealed with Synthetic rubber, "wrap around style" end seals with stainless steel bands.



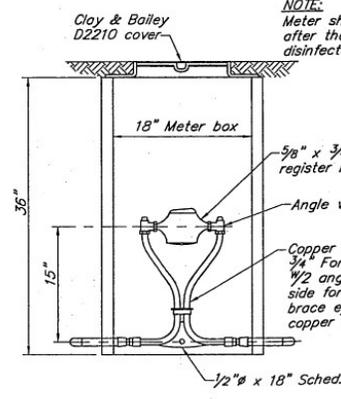
CASING DETAIL
(FOR ALL BORED AND OPEN-CUT CROSSINGS)



END SEAL DETAIL
Scale: Not to scale



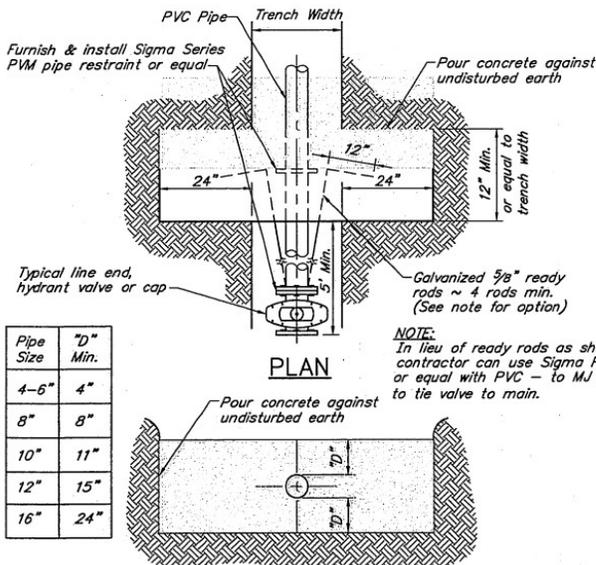
PLAN



SECTION

TEST METER INSTALLATI
Scale: 1"=1'-0"

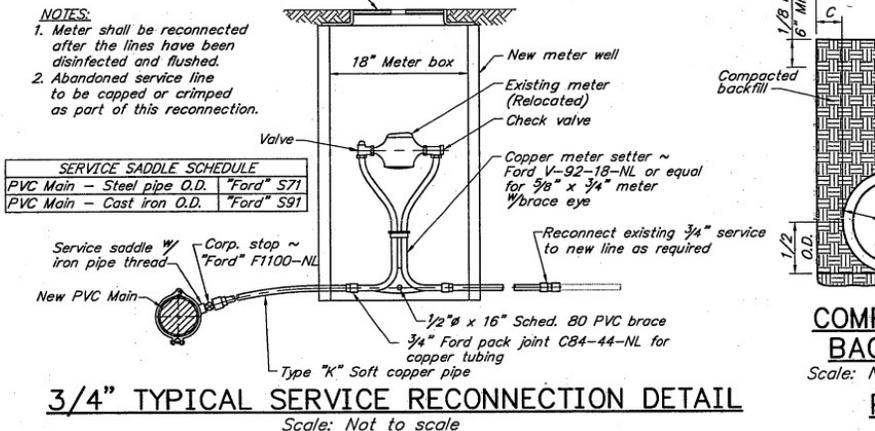
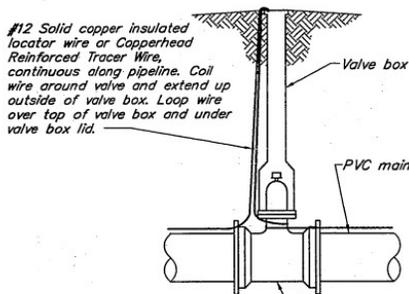
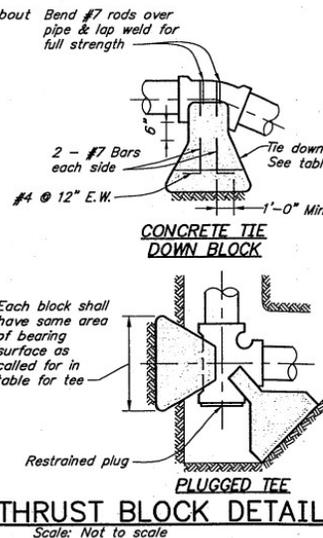
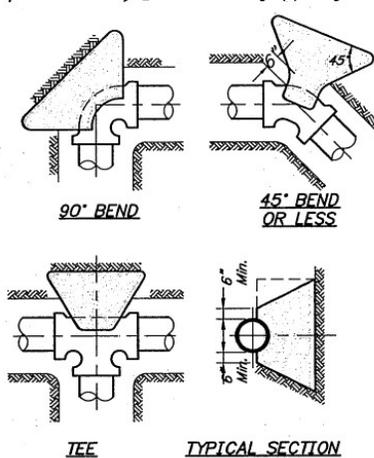
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Pipe Size	"D" Min.
4-6"	4"
8"	8"
10"	11"
12"	15"
16"	24"

NOTE:
In lieu of ready rods as shown, contractor can use Sigma PV-LOK or equal with PVC - to MJ fitting to tie valve to main.

NOTE:
1. Construct thrust block at all fittings and hydrants.
2. Vertical face of bearing on earth to be symmetrical about plane formed by 2's of intersecting pipe alignments.

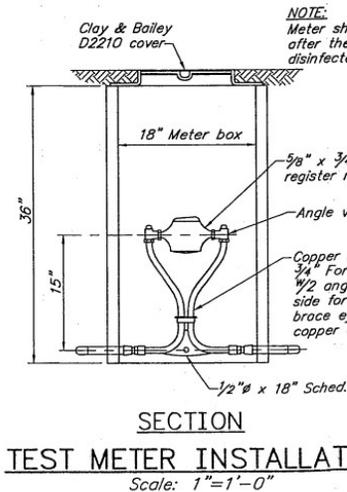
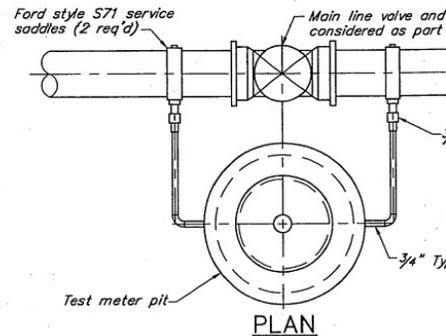
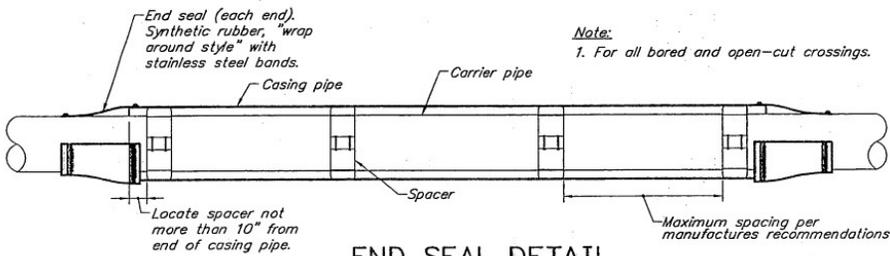
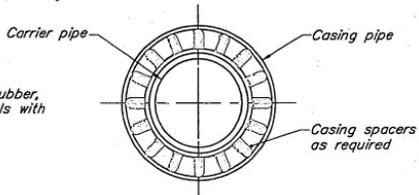


CASING SCHEDULE FOR CROSSINGS

CROSSING TYPE	PVC OR DIP CARRIER PIPE DIAMETER							
	2"	3"	4"	6"	8"	10"	12"	18"
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Casing up thru 16" for State Highways shall have a minimum wall thickness of 0.188
Casing 20" & 24" with 0.250" and 0.281" wall thickness respectively for state highways, streams, county roads & streets.

NOTE:
Each end of casing to be sealed with Synthetic rubber, "wrap around style" end seals with stainless steel bands.





Cass County Election Authority

102 East Wall • Harrisonville, Missouri 64701
816/380-8102 • Fax: 816/380-8101

MICHAEL VINCK

E-MAIL: Mikev@casscounty.com
816/380-8102

To: City of Peculiar

ATTN: City Clerk Or Appointed City Election Authority

The following is an Official Certificate of Election Results of the Municipal Election held in Cass County, Missouri, on April 7, 2015.

We hereby certify that the:

PECULIAR WARD 1		
	Total	
Number of Precincts	2	
Precincts Reporting	2	100.0 %
Vote For	1	
Total Votes	128	
VERONIKA RAY	83	64.84%
GEORGE LEWIS	43	33.59%
Write-in Votes	2	1.56%

CERTIFICATE OF ELECTION RESULTS

I, Michael J. Vinck, County Clerk/Election Authority of Cass County, Missouri, do hereby certify that the foregoing is a full accurate return of all votes cast at the above named polling place for all CANDIDATES and FOR and AGAINST all propositions at said election as certified to me by the duly qualified and acting judges of said election.

Dated this 10th day of April 2015




Michael J. Vinck, Cass County Clerk / Election Authority



Cass County Election Authority

102 East Wall • Harrisonville, Missouri 64701
816/380-8102 • Fax: 816/380-8101

MICHAEL VINCK

E-MAIL: Mikev@casscounty.com
816/380-8102

To: City of Peculiar

ATTN: City Clerk Or Appointed City Election Authority

The following is an Official Certificate of Election Results of the Municipal Election held in Cass County, Missouri, on April 7, 2015.

We hereby certify that the:

PECULIAR WARD 2		
	Total	
Number of Precincts	2	
Precincts Reporting	2	100.0 %
Vote For	1	
Total Votes	57	
PATRICK ROBERTS	56	98.25%
Write-in Votes	1	1.75%

CERTIFICATE OF ELECTION RESULTS

I, Michael J. Vinck, County Clerk/Election Authority of Cass County, Missouri, do hereby certify that the foregoing is a full accurate return of all votes cast at the above named polling place for all CANDIDATES and FOR and AGAINST all propositions at said election as certified to me by the duly qualified and acting judges of said election.

Dated this 10th day of April 2015



Michael J. Vinck, Cass County Clerk / Election Authority



Cass County Election Authority

102 East Wall • Harrisonville, Missouri 64701
816/380-8102 • Fax: 816/380-8101

MICHAEL VINCK

E-MAIL: Mikev@casscounty.com
816/380-8102

To: City of Peculiar

ATTN: City Clerk Or Appointed City Election Authority

The following is an Official Certificate of Election Results of the Municipal Election held in Cass County, Missouri, on April 7, 2015.

We hereby certify that the:

PECULIAR WARD 3		
	Total	
Number of Precincts	2	
Precincts Reporting	2	100.0 %
Vote For	1	
Total Votes	150	
ROBERT FINES	42	28.00%
MATT HAMMACK	108	72.00%
Write-in Votes	0	0.00%

CERTIFICATE OF ELECTION RESULTS

I, Michael J. Vinck, County Clerk/Election Authority of Cass County, Missouri, do hereby certify that the foregoing is a full accurate return of all votes cast at the above named polling place for all CANDIDATES and FOR and AGAINST all propositions at said election as certified to me by the duly qualified and acting judges of said election.

Dated this 10th day of April 2015




Michael J. Vinck, Cass County Clerk / Election Authority



Cass County Election Authority

102 East Wall • Harrisonville, Missouri 64701
816/380-8102 • Fax: 816/380-8101

MICHAEL VINCK

E-MAIL: Mikev@casscounty.com
816/380-8102

To: City of Peculiar

ATTN: City Clerk Or Appointed City Election Authority

The following is an Official Certificate of Election Results of the Municipal Election held in Cass County, Missouri, on April 7, 2015.

We hereby certify that the:

PECULIAR MAYOR TERM QUESTION		
	Total	
Number of Precincts	2	
Precincts Reporting	2	100.0 %
Vote For	1	
Total Votes	350	
YES	151	43.14%
NO	199	56.86%

CERTIFICATE OF ELECTION RESULTS

I, Michael J. Vinck, County Clerk/Election Authority of Cass County, Missouri, do hereby certify that the foregoing is a full accurate return of all votes cast at the above named polling place for all CANDIDATES and FOR and AGAINST all propositions at said election as certified to me by the duly qualified and acting judges of said election.

Dated this 10th day of April 2015




Michael J. Vinck, Cass County Clerk/Election Authority



Cass County Election Authority

102 East Wall • Harrisonville, Missouri 64701
816/380-8102 • Fax: 816/380-8101

MICHAEL VINCK

E-MAIL: Mikev@casscounty.com
816/380-8102

To: City of Peculiar

ATTN: City Clerk Or Appointed City Election Authority

The following is an Official Certificate of Election Results of the Municipal Election held in Cass County, Missouri, on April 7, 2015.

We hereby certify that the:

PECULIAR ALDERMAN TERM QUESTION		
	Total	
Number of Precincts	2	
Precincts Reporting	2	100.0 %
Vote For	1	
Total Votes	351	
YES	142	40.46%
NO	209	59.54%

CERTIFICATE OF ELECTION RESULTS

I, Michael J. Vinck, County Clerk/Election Authority of Cass County, Missouri, do hereby certify that the foregoing is a full accurate return of all votes cast at the above named polling place for all CANDIDATES and FOR and AGAINST all propositions at said election as certified to me by the duly qualified and acting judges of said election.

Dated this 10th day of April 2015




Michael J. Vinck, Cass County Clerk / Election Authority



Cass County Election Authority

102 East Wall • Harrisonville, Missouri 64701
816/380-8102 • Fax: 816/380-8101

MICHAEL VINCK

E-MAIL: Mikev@casscounty.com
816/380-8102

To: City of Peculiar

ATTN: City Clerk Or Appointed City Election Authority

The following is an Official Certificate of Election Results of the Municipal Election held in Cass County, Missouri, on April 7, 2015.

We hereby certify that the:

PECULIAR CITY LIMITS		
	Total	
Number of Precincts	2	
Precincts Reporting	2	100.0%
Vote For	1	
Total Votes	341	
YES	242	70.97%
NO	99	29.03%

CERTIFICATE OF ELECTION RESULTS

I, Michael J. Vinck, County Clerk/Election Authority of Cass County, Missouri, do hereby certify that the foregoing is a full accurate return of all votes cast at the above named polling place for all CANDIDATES and FOR and AGAINST all propositions at said election as certified to me by the duly qualified and acting judges of said election.

Dated this 10th day of April 2015




Michael J. Vinck, Cass County Clerk / Election Authority

Resolution No. 2015-21

A RESOLUTION TO ACCEPT THE CERTIFICATION OF ELECTION RESULTS BY THE COUNTY CLERK FOR THE GENERAL MUNICIPAL ELECTION HELD APRIL 7, 2015

WHEREAS, the City of Peculiar held a General Municipal Election of April 7, 2015, and,

WHEREAS, Mike Vinck, County Clerk/Election Authority of Cass County, Missouri has certified the results of said election, and

WHEREAS, A copy of said certification of results are hereby attached,

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

Section 1 – The Board of Aldermen accept the Certification of Election Results.

BE IT REMEMBERED THE PRECEDING RESOLUTION WAS ADOPTED UPON ITS READING THIS _____ DAY OF _____, 2015, BY THE FOLLOWING VOTE:

Alderman Fines	_____	Alderman Ray	_____
Alderman Ford	_____	Alderman Roberts	_____
Alderman McCrea	_____	Alderman Turner	_____

Approved:

Attest:

Holly J. 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

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

To: Mayor and Board of Aldermen
From: Carl Brooks, City Engineer (cbrooks@cityofpeculiar.com)
Date: April 20, 2015
Re: Bid No. ST 15-001 Water and Sanitary Sewer Improvements along 211th Street

GENERAL INFORMATION

Applicant: City Staff
Requested Actions: Approval of Resolution
Date of Application: April 16, 2015
Purpose: Enter into Agreement with Linaweaver Construction
Property Location: 211th Street from Peculiar Drive to School Road

PROPOSAL

Staff proposes that the Board of Aldermen approve a resolution authorizing the Mayor to execute an agreement with Linaweaver Construction for *Installation of the Water and Sanitary Sewer Improvements Project* along 211th Street from Peculiar Drive to School Road.

PREVIOUS ACTIONS

City staff and the engineer (Larkin) advertised the project on March 16th, issued two addendums and accepted bids on April 2nd. The bid include both the base bid of an 8-inch water line and an upsize 12-inch water line.

City staff is hopeful that the Mayor and Board of Aldermen approve the second reading of an ordinance reimbursing the City for the base bid and engineering costs associated with the 8-inch water line on Monday, April 20th.

As you are aware, both general obligation bond funds and revenue bond funds were required to finance the City's water line and sanitary sewer improvements along 211th Street project; and an engineering consultant has been selected for the engineering services associated with the water and sewer improvements, which includes the necessary documentation, to receive a construction permit from the Missouri Department of Natural Resources.

City staff received eight (8) bids on the water line and sanitary sewer work along 211th Street. The upsize cost from an 8-inch line to a 12-inch line was just over the engineer's estimate from a year ago. City staff budgeted \$110,000 for the upsize, and the contractor with the recommendation to award upsize cost is \$113,773; less than 3.5% over city's approved budget; which included many water line valves and fire hydrants added by City staff in the design of the water line. The range of bids for the 8-inch line was \$450,843.25 to \$776,398.00. The

range of bids for the 12-inch line was \$564,616.25 to \$854,098.00. The engineer's estimate was \$592,549.00 and \$758,594.00, respectively.

KEY ISSUES

The intent of the bidding procedure was to determine the value of the project based on the installation of the 8-inch water line and the difference in value (upsized cost) to install the 12-inch water line; and to be able to award the project to the contractor with the installation of the 12-inch water line. The engineer and City staff would prefer to include in the award to the contractor the 12-inch water line and sanitary sewer improvements in lieu of the 8-inch water line. The installation of the 12-inch water line will be a greater value and benefit to the overall pressure and flow capabilities of our distribution system than the installation of an 8-inch water line. Based on the 12-inch water line bid amount, City staff believe that the construction budget will allow the City to enter into a contract with Linaweaver Construction.

STAFF RECOMMENDATION

City staff's recommendation is that the bid be awarded to Linaweaver Construction in the amount of \$564,616.25 for the 12-inch water line and sanitary sewer improvements.

ATTACHMENTS

Bid Tab
The engineer's letter of recommendation
Resolution

		Lineweaver Construction, Inc.		Triple C Underground		Hettinger Excavating LLC		Holtzhouse Construction LLC		Redford Construction, Inc.		Pyramid Excavation & Construction, Inc.		Radmacher Brothers Excavating Co. Inc.		Genesis Plumbing		
8" PVC	LF	4,845	\$ 20.00	\$ 145,350.00	\$ 41.85	\$ 202,750.25	\$ 22.00	\$ 106,590.00	\$ 40.00	\$ 199,800.00	\$ 52.00	\$ 251,940.00	\$ 55.00	\$ 266,975.00	\$ 60.00	\$ 280,700.00	\$ 72.00	\$ 348,800.00
Locator Wire	LF	4,845	\$ 0.25	\$ 1,211.25	\$ 0.50	\$ 2,422.50	\$ 1.50	\$ 4,845.00	\$ 1.00	\$ 4,845.00	\$ 1.00	\$ 4,845.00	\$ 1.00	\$ 4,845.00	\$ 2.00	\$ 9,690.00	\$ 1.40	\$ 6,783.00
8" Gate Valve with box	EA	16	\$ 1,260.00	\$ 20,160.00	\$ 1,600.00	\$ 25,600.00	\$ 1,300.00	\$ 20,800.00	\$ 1,275.00	\$ 20,400.00	\$ 1,050.00	\$ 16,800.00	\$ 1,400.00	\$ 22,400.00	\$ 2,500.00	\$ 40,000.00	\$ 3,500.00	\$ 56,000.00
4" Gate Valve with box	EA	2	\$ 700.00	\$ 1,400.00	\$ 1,600.00	\$ 3,200.00	\$ 800.00	\$ 1,600.00	\$ 800.00	\$ 1,600.00	\$ 700.00	\$ 1,400.00	\$ 1,000.00	\$ 2,000.00	\$ 1,800.00	\$ 3,600.00	\$ 1,800.00	\$ 3,600.00
Stream Crossing - 30'	LS	1	\$ 65,000.00	\$ 65,000.00	\$ 44,600.00	\$ 44,600.00	\$ 42,700.00	\$ 42,700.00	\$ 47,000.00	\$ 47,000.00	\$ 45,000.00	\$ 45,000.00	\$ 53,000.00	\$ 53,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00
211th St. Crossing - Open Cut with 110' Casing	LS	1	\$ 8,800.00	\$ 8,800.00	\$ 9,900.00	\$ 9,900.00	\$ 9,500.00	\$ 9,500.00	\$ 9,600.00	\$ 9,600.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 19,000.00	\$ 19,000.00	\$ 14,250.00	\$ 14,250.00
School Road Crossing - Open Cut with 54' Casing	LS	1	\$ 3,400.00	\$ 3,400.00	\$ 4,250.00	\$ 4,250.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00	\$ 8,000.00	\$ 8,000.00	\$ 15,000.00	\$ 15,000.00	\$ 7,250.00	\$ 7,250.00
School Road Crossing - Open Cut with 40' Casing	LS	1	\$ 2,600.00	\$ 2,600.00	\$ 4,000.00	\$ 4,000.00	\$ 9,000.00	\$ 9,000.00	\$ 13,000.00	\$ 13,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 11,000.00	\$ 11,000.00	\$ 5,600.00	\$ 5,600.00
Connect to existing 8" waterline (2A)	LS	1	\$ 5,600.00	\$ 5,600.00	\$ 3,000.00	\$ 3,000.00	\$ 4,331.00	\$ 4,331.00	\$ 7,000.00	\$ 7,000.00	\$ 1,100.00	\$ 1,100.00	\$ 4,000.00	\$ 4,000.00	\$ 7,000.00	\$ 7,000.00	\$ 4,500.00	\$ 4,500.00
Connect to existing 8" waterline (2B)	LS	1	\$ 3,650.00	\$ 3,650.00	\$ 3,000.00	\$ 3,000.00	\$ 4,015.00	\$ 4,015.00	\$ 6,500.00	\$ 6,500.00	\$ 1,100.00	\$ 1,100.00	\$ 4,000.00	\$ 4,000.00	\$ 7,000.00	\$ 7,000.00	\$ 4,500.00	\$ 4,500.00
Connect to existing 8" waterline (3A)	LS	1	\$ 3,800.00	\$ 3,800.00	\$ 4,000.00	\$ 4,000.00	\$ 4,121.00	\$ 4,121.00	\$ 3,850.00	\$ 3,850.00	\$ 1,100.00	\$ 1,100.00	\$ 4,000.00	\$ 4,000.00	\$ 7,000.00	\$ 7,000.00	\$ 4,500.00	\$ 4,500.00
Connect to existing 4" waterlines (6A)	LS	1	\$ 6,400.00	\$ 6,400.00	\$ 4,500.00	\$ 4,500.00	\$ 4,400.00	\$ 4,400.00	\$ 5,800.00	\$ 5,800.00	\$ 1,000.00	\$ 1,000.00	\$ 7,100.00	\$ 7,100.00	\$ 4,000.00	\$ 4,000.00	\$ 3,800.00	\$ 3,800.00
Fire Hydrants	LS	10	\$ 4,000.00	\$ 40,000.00	\$ 3,750.00	\$ 37,500.00	\$ 3,800.00	\$ 38,000.00	\$ 4,000.00	\$ 40,000.00	\$ 4,200.00	\$ 42,000.00	\$ 3,500.00	\$ 35,000.00	\$ 5,000.00	\$ 50,000.00	\$ 5,000.00	\$ 50,000.00
Abandon Waterlines	LS	5	\$ 1,100.00	\$ 5,500.00	\$ 850.00	\$ 4,250.00	\$ 750.00	\$ 3,750.00	\$ 500.00	\$ 2,500.00	\$ 200.00	\$ 1,000.00	\$ 600.00	\$ 3,000.00	\$ 1,000.00	\$ 5,000.00	\$ 2,500.00	\$ 12,500.00
Taxi Meter	EA	1	\$ 2,200.00	\$ 2,200.00	\$ 3,000.00	\$ 3,000.00	\$ 1,850.00	\$ 1,850.00	\$ 1,700.00	\$ 1,700.00	\$ 1,800.00	\$ 1,800.00	\$ 1,900.00	\$ 1,900.00	\$ 8,500.00	\$ 8,500.00	\$ 4,550.00	\$ 4,550.00
PVC Casing	LF	100	\$ 60.00	\$ 6,000.00	\$ 48.00	\$ 4,800.00	\$ 30.00	\$ 3,000.00	\$ 30.00	\$ 3,000.00	\$ 50.00	\$ 5,000.00	\$ 57.00	\$ 5,700.00	\$ 80.00	\$ 8,000.00	\$ 92.00	\$ 9,200.00
Air Release Valve	EA	1	\$ 3,400.00	\$ 3,400.00	\$ 2,200.00	\$ 2,200.00	\$ 1,950.00	\$ 1,950.00	\$ 1,350.00	\$ 1,350.00	\$ 2,000.00	\$ 2,000.00	\$ 2,400.00	\$ 2,400.00	\$ 3,750.00	\$ 3,750.00	\$ 5,850.00	\$ 5,850.00
Service Connection	EA	1	\$ 1,400.00	\$ 1,400.00	\$ 1,750.00	\$ 1,750.00	\$ 1,250.00	\$ 1,250.00	\$ 750.00	\$ 750.00	\$ 800.00	\$ 800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,100.00	\$ 2,050.00	\$ 2,050.00	
Salvage existing Fire Hydrant	LS	1	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 1,850.00	\$ 1,850.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 450.00	\$ 450.00	\$ 2,500.00	\$ 2,500.00
Sewer Service Connection	LS	1	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 1,250.00	\$ 1,250.00	\$ 800.00	\$ 800.00	\$ 600.00	\$ 600.00	\$ 4,375.00	\$ 4,375.00	\$ 2,750.00	\$ 2,750.00
Cleanout	EA	6	\$ 300.00	\$ 1,800.00	\$ 250.00	\$ 1,500.00	\$ 275.00	\$ 1,650.00	\$ 800.00	\$ 4,800.00	\$ 400.00	\$ 2,400.00	\$ 550.00	\$ 3,300.00	\$ 600.00	\$ 3,600.00	\$ 1,250.00	\$ 7,500.00
4" DR26 PVC Pipe (Sanitary Sewer)	LF	468	\$ 34.00	\$ 15,912.00	\$ 11.00	\$ 5,148.00	\$ 20.00	\$ 9,360.00	\$ 65.00	\$ 30,630.00	\$ 35.00	\$ 16,380.00	\$ 18.00	\$ 8,424.00	\$ 32.00	\$ 14,976.00	\$ 47.50	\$ 22,230.00
Abandon Septic Tank	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,100.00	\$ 2,100.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,750.00	\$ 1,750.00	\$ 2,500.00	\$ 2,500.00	\$ 6,000.00	\$ 6,000.00
Connect to Existing Sewer Line	LS	1	\$ 500.00	\$ 500.00	\$ 2,100.00	\$ 2,100.00	\$ 2,800.00	\$ 2,800.00	\$ 2,000.00	\$ 2,000.00	\$ 800.00	\$ 800.00	\$ 750.00	\$ 750.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00
Cut, Cap, and Block Sewer Line	LS	5	\$ 300.00	\$ 1,500.00	\$ 100.00	\$ 500.00	\$ 200.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 200.00	\$ 1,000.00	\$ 1,100.00	\$ 5,500.00	\$ 1,000.00	\$ 5,000.00	\$ 300.00	\$ 1,500.00
4'-0" Diameter Standard Manhole (48"-0")	EA	4	\$ 3,000.00	\$ 12,000.00	\$ 4,500.00	\$ 18,000.00	\$ 5,000.00	\$ 20,000.00	\$ 2,500.00	\$ 10,000.00	\$ 4,000.00	\$ 16,000.00	\$ 4,500.00	\$ 18,000.00	\$ 4,000.00	\$ 16,000.00	\$ 9,585.00	\$ 38,240.00
4'-0" Diameter Standard Manhole Extra Depth	V.F.	22.2	\$ 110.00	\$ 2,442.00	\$ 275.00	\$ 6,105.00	\$ 225.00	\$ 4,995.00	\$ 175.00	\$ 3,885.00	\$ 120.00	\$ 2,664.00	\$ 300.00	\$ 6,660.00	\$ 100.00	\$ 2,200.00	\$ 650.00	\$ 14,430.00
10' DR26 PVC Pipe (Sanitary Sewer)	LF	350	\$ 46.00	\$ 16,100.00	\$ 50.00	\$ 17,500.00	\$ 150.00	\$ 52,500.00	\$ 75.00	\$ 26,250.00	\$ 85.00	\$ 29,750.00	\$ 50.00	\$ 17,500.00	\$ 60.00	\$ 21,000.00	\$ 42.00	\$ 14,700.00
15'D Pipe Clns 50 (Sanitary Sewer)	LF	418	\$ 126.00	\$ 52,668.00	\$ 88.00	\$ 36,984.00	\$ 250.00	\$ 104,500.00	\$ 108.00	\$ 45,144.00	\$ 185.00	\$ 77,130.00	\$ 100.00	\$ 41,800.00	\$ 110.00	\$ 45,980.00	\$ 100.00	\$ 41,800.00
10" PVC Conduit with Caps	LF	770	\$ 25.00	\$ 19,250.00	\$ 9.00	\$ 6,930.00	\$ 14.00	\$ 10,780.00	\$ 15.00	\$ 11,550.00	\$ 9.00	\$ 6,930.00	\$ 12.00	\$ 9,240.00	\$ 18.00	\$ 13,860.00	\$ 17.50	\$ 13,475.00
Total			\$ 450,843.25	\$ 4,648,483.25	\$ 4,648,483.25	\$ 4,648,483.25	\$ 4,648,483.25	\$ 4,648,483.25	\$ 4,648,483.25	\$ 4,648,483.25	\$ 4,648,483.25	\$ 4,648,483.25	\$ 4,648,483.25	\$ 4,648,483.25	\$ 4,648,483.25	\$ 4,648,483.25	\$ 4,648,483.25	\$ 4,648,483.25

April 14, 2015

Carl Brooks, P.E.
City Engineer
City of Peculiar
250 S. Main St.
Peculiar, MO 64078



LARKIN
LAMP RYNEARSON

9200 Ward Parkway, Suite 200
Kansas City, Missouri 64114
[P] 816.361.0440
[F] 816.361.0045
www.LRA-Inc.com

REFERENCE: Analysis of Bids and Recommendation for Contract Award
Larkin No. 0314026.01

Dear Mr. Brooks,

Proposals were received for the Waterline Relocation and Sanitary Sewer Installation at I-49 and 211th St on Thursday, April 2, 2015. Eight (8) proposals were received with Linaweaver Construction, Inc. submitting the lowest base bid of **\$450,843.25** (utilizing 8-inch waterlines throughout) and the lowest alternate base bid of **\$564,616.25** (utilizing 12-inch waterlines throughout). The bid results are attached. References provided by Linaweaver Construction, Inc. were contacted on April 7th. The references indicated that work was done on time, was of good quality, there were no excessive change orders, and customers were happy with the finished project. We recommend the City take action to award the Waterline Relocation and Sanitary Sewer Installation at I-49 and 211th St Contract to Linaweaver Construction, Inc. If the City's budget allows it, we recommend the City pursue the alternate base bid to utilize 12-inch waterlines to allow for future development in this area.

If you need any additional information or have questions, please do not hesitate to contact us.

Sincerely,
Larkin Lamp Rynearson

Chad A. Harrington, P.E.

cc: Robert Rhodes, MoDOT
Anthony P. O'Malley, P.E., Larkin Lamp Rynearson

Encl.

RESOLUTION 2015-22

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH LINAWEAVER CONSTRUCTION FOR INSTALLATION OF A 12-INCH WATER LINE AND SANITARY SEWER IMPROVEMENTS ALONG 211TH STREET FOR THE CITY OF PECULIAR, MO

WHEREAS, the City of Peculiar intends to construct a 12-inch water line and sanitary sewer improvements along 211th Street from Peculiar Drive to School Road within the city limits of Peculiar

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

Section 1. The Mayor is authorized to execute a contract with Linaweaver Construction for the installation of a 12-inch water line and sanitary sewer improvements from Peculiar Drive to School Road.

Section 2. The amount of the award to Linaweaver Construction is in the amount of \$564,616.25 for the 12-inch water line and sanitary sewer improvements.

Section 3. The construction phase period of service shall be from the date of the Notice to Proceed until July 31, 2015.

Section 4. *Effective Date.* The effective date of this Resolution shall be the 20th day of April, 2015

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

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

APPROVED:

ATTEST:

Holly Stark, Mayor

Janet Burlingame, City Clerk

City Administrator
Brad Ratliff

City Clerk
Janet Burlingame

City Engineer
Carl Brooks



Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Reid Holbrook

Business Office
Trudy Prickett

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

To: Board of Alderman
From: Nick Jacobs
Date: April 15, 2015
Re: Vehicle License Tax

GENERAL INFORMATION

Applicant: Nick Jacobs
Status of Applicant: Public Works Manager
Requested Actions: informational presentation on vehicle license tax
Date of Application:
Purpose: Get Board’s direction on implementing a vehicle license tax for road purposes.
Property Location (if applicable):

PROPOSAL

RSMO 94.410 states that any City whose population is over 4,000 and under 30,000 may implement by ordinance with no vote of the citizens required, a vehicle license tax for maintenance, cleaning and repairs of the streets or other highways within such city. This tax would be added to each residents personal property tax and collected by Cass County.

Peculiar had a similar tax to this in place from 1967 to 1985. Currently Harrisonville, Lake Winnebego, Archie, Garden City and Drexel have this tax in place.

The amounts each City charge is as follows:

Lake Winnebego	\$7.00 per vehicle
Archie	\$5.00 per vehicle
Garden City	\$5.00 per vehicle
Drexel	\$5.00 per vehicle
Harrisonville	\$3.50 per vehicle

In 2014 Peculiar had 3,522 vehicles this tax would apply to. If Peculiar followed the trend of the majority of the other Cities assessing \$5.00 per vehicle, could see a revenue of \$17,000 + per year that can only go to maintaining, cleaning and repairing of our streets. Based on this the average home with 2 vehicles would only pay \$10.00 per year assessed onto their personal property tax. This is the same amount residents were estimated to pay per year on the Motor Fuel Tax which would generate estimated \$150,000 to \$200,000 per year.

PREVIOUS ACTIONS

None.

KEY ISSUES

Find another revenue source to fund street maintenance

STAFF COMMENTS AND SUGGESTIONS

STAFF RECOMMENDATION

Staff recommends the Board decide whether to implement a vehicle license tax for road repair and maintenance.

ATTACHMENTS

RSMO 94.410

Assessors report of vehicles for 2014

Missouri Revised Statutes

Chapter 94 Taxation in Other Cities

- [←94.400](#) **Section 94.410.1**
 - [94.413→](#)

August 28, 2014

Vehicle license tax--funds to maintain streets (cities of 4,000 to 30,000).

94.410. Each and every city within this state that now has or may hereafter have a population of over four thousand and less than thirty thousand inhabitants (that is now or may hereafter be incorporated and operating under the general statutes or special charter) shall have and is hereby given power and authority, by ordinance, to levy and collect a license tax upon each and every vehicle (whether used for hire or for private use or pleasure), propelled by horse power or by other domestic animals or propelled by steam or electricity, gasoline, denatured alcohol or other like motive powers, that are owned and operated within the corporate limits of such city, and the moneys derived from such license tax shall be placed in a special fund of such city and shall be expended in the maintenance, cleaning and repairs of the streets or other highways within such city, and for no other use or purpose whatever, and to provide for fines and penalties for the violation of such ordinance; and said license tax may be graduated according to the use and character of the vehicle; provided, however, that all vehicles of the same class shall be taxed alike.

(RSMo 1939 § 7555)

Prior revisions: 1929 § 7401; 1919 § 8809; 1909 § 9665

1958 Accounts		Total penalty	5,480	Total assessment	9,141,355	Total vehicle	7,892,550	Total other	1,248,805
Districts				Type	#	Assessed Value	Other property		
SCHOOLS	R-2 RAY-PEC	9,141,355		AUTOMOBILE	1587	3,164,620	BOAT & MOTOR	327	80,440
FIRE	FIRE 1-WEST PEC	9,141,355		HISTORICAL	14	1,400	FARM MACHINERY	28	47,680
AMBULANCE	AMB 1-WEST PEC	9,141,355		MOTORCYCLE	201	210,740	CATTLE	3	165
ROAD-BRIDGE	CASS CO RD&BRDG	9,141,355		RECREATIONAL VE	14	38,050	HORSES	18	180
CITY TAX	PECULIAR-CITY	9,141,355		SEMIS (LARGE TR	30	43,140	YEARLINGS	2	130
				TRUCKS	1676	4,239,290	MOBILE HOMES	11	21,610
				TRAILER	578	195,310	OTHER	334	1,098,600