

**BOA Meeting Agenda
Peculiar City Board of Aldermen
Work Session Meeting and Public Hearing
City Hall – 250 S. Main St
Monday May 4, 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, May 4, 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. Mayor’s Appointments - Tim Conway to the Planning Commission

Resolution 2015-23 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF TIM CONWAY TO THE PLANNING COMMISSION.

6. **New Business -**

A. Resolution 2015-24 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A LEASE PURCHASE AGREEMENT WITH MARION NATIONAL BANK OF MARION, KANSAS FOR A FALCON 2-TON ASPHALT RECYCLER FOR THE CITY OF PECULIAR, MO

B. Resolution 2015-25 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI, APPROVING AND ACCEPTING THE AGREEMENT BETWEEN CITY OF PECULIAR AND BARTLETT & WEST, INC. FOR THE ENGINEERING CONCEPTUAL DESIGN OF THE STORM WATER DETENTION BASIN NORTHWEST OF SCHOOL ROAD AND ELM STREET.

7. **Topics for Discussion -**

A. Disconnection from City Services

8. **Aldermen Concerns**

9. **Aldermen Directives**

10. **Executive Session -**

The City Attorney has requested a 20-minute Executive Session, per RSMo. 610.021(1)

Resolution 2015-26 – RESOLUTION TO APPROVE SETTLEMENT AGREEMENT.

11. **Adjournment**

RESOLUTION 2015-23

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

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

WHEREAS, Tim Conway has served with distinction as a member of the Planning Commission for the past four (4) years and fully meets the qualifications for appointment to this Commission; and

WHEREAS, said appointment carries a term of four (4) years commencing with the effective date of this resolution; and

WHEREAS, Mayor Holly Stark recommends the appointment of Tim Conway to the Planning Commission upon approval of the Board of Aldermen

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

Section 1. The Board of Aldermen approves the appointment of Tim Conway to the Planning Commission.

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

THIS RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE THIS _____ DAY OF _____, 2015.

Alderman Ford _____
Alderman Hammack _____
Alderman McCrea _____

Alderman Ray _____
Alderman Roberts _____
Alderman Turner _____

APPROVED:

ATTEST:

Holly Stark, Mayor

Janet Burlingame, City Clerk

City Administrator
Brad Ratliff

City Clerk
Janet Burlingame

City Engineer
Carl Brooks

Business Office
Trudy Prickett



Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Reid Holbrook

Parks Director
Vacant

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

To: Mayor & Board of Aldermen
From: Nick Jacobs, Public Works Manager (njacobs@cityofpeculiar.com)
Date: May 4, 2015
Re: Lease Purchase Agreement of a Falcon 2-ton Asphalt Recycler

GENERAL INFORMATION

Applicant: City Staff
Requested Actions: Approval of lease purchase agreement for asphalt recycler
Purpose: Lease Purchase Agreement of a Falcon 2-ton Asphalt Recycler
Property Location: 600 Schug Ave

PROPOSAL

For fiscal year 2013-2014 the City spent \$2,815.73 on Cold Patch from Vance Brothers. A total of 35.37 tons of Cold Patch asphalt purchased. Each trip to Vance Brothers is a 2 hour round trip. At two (2) tons/trip, this equates to 18 trips to Vance brothers a year. The travel time alone is 36 hours/year of unproductive man hours, or approximately \$720 in City staff time traveling to get a product that doesn't have a very long use.

With the Asphalt Recycler, City staff would be able to use stockpiled asphalt millings to create asphalt. City staff has estimated to have over 50 tons of asphalt millings currently available, as well as the proposed/scheduled new asphalt millings that the City will be receiving from the 3 streets being milled and overlaid this later year. The machine will fit into the bed of our dump truck and will produce 2 tons of recycled asphalt overnight. City staff would load the asphalt milling material into the machine, set the timer, the machine will turn on overnight; and heat the millings so that asphalt is ready to go at 8 AM. Currently, the cities of Pleasant Hill and Lone Jack have this machine and both cities "rave" about their machine. With the lease purchase of the asphalt recycler machine, then this would allow City staff to utilize the skid steer milling machine attachment and do patching around Peculiar year round. This machine would create a better product than cold patch, and allow City staff to patch regardless of the outside temperature.

The total cost will be \$5,710.84/year for 5 years beginning May 2016.

This machine will not affect the FY 2014-2015 budget, as the first payment of the lease purchase agreement is not due until May 2016.

PREVIOUS ACTIONS

City staff would purchase cold asphalt patch from Vance Brothers at a cost of more \$3,500/year (time and materials).

KEY ISSUES

- The lease purchase agreement will not affect the FY 2014-2015 budget.
- The asphalt recycler machine will allow for year round asphalt patching.
- The machine will allow for City staff to recycle existing asphalt millings into refreshed asphalt.
- The machine will save valuable man hours, and wear and tear on the City vehicles.

- The machine will allow for the elimination of cold patch.
- The machine has very few moving parts which mean very little maintenance.
- City staff received three (3) quotes for the machine.

STAFF COMMENTS AND SUGGESTIONS

City staff believes that the use of this municipal lease purchase agreement with Marion National Bank is an excellent choice and stewardship of tax payer dollars; as the interest rate from the bank is 0.09% less than the interest rate from the low bidder; and due to the fact that the Public Works Field Crew regularly must travel 2 hours round trip to get asphalt and cannot get asphalt during the winter months when the asphalt plants are not open.

STAFF RECOMMENDATION

Staff recommends approval of the lease purchase agreement.

ATTACHMENTS

The lease purchase agreement is attached in its entirety.

Resolution 2015-24

Three quotes



▶ 2 of 9

Recycle asphalt chunks and millings, hold hot mix or heat cold patch in a slip-in / truck mounted asphalt recycler / asphalt hot box from Falcon.

CLOSE X

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LEASE-PURCHASE AGREEMENT

THIS LEASE-PURCHASE AGREEMENT is made and entered into by and between the Lessor and Lessee, with the Effective Date set forth below.

1. **Definitions.** For purposes of this Lease-Purchase Agreement, the following terms shall have the respective meanings set forth below:

LEASE: This Lease-Purchase Agreement dated as of the Effective Date, by and between the Lessor and Lessee.

EFFECTIVE DATE: May 4, 2015

TERMINATION DATE: May 1, 2020

LESSOR: Marion National Bank, 302 E. Main, Marion, Kansas 66861

LESSEE: City of Peculiar, 250 South Main, Peculiar, Missouri 64078-9612

PROPERTY: The property that is the subject of this Lease and that is described on Exhibit "A" which is attached hereto and by reference made a part hereof.

LEASE TERM: The period beginning on the Effective Date and ending on the Termination Date, unless earlier terminated pursuant to the terms of the Lease.

RENTAL PAYMENTS: The payments due in the amounts and upon the dates set forth on Exhibit "B" which is attached hereto and by reference made a part hereof.

OPTION PRICE: One Dollar (\$1.00), which is payable upon the Lessee exercising its Purchase Option pursuant to the terms of the Lease.

PURCHASE PRICE: The sum of the Option Price plus all remaining Rental Payments due to be paid on the date that Lessee exercises its option to purchase the Property.

INTEREST RATE: 3.90 % per annum, which shall be the interest rate component of the Rental Payments and the interest rate assessed on any unpaid Rental Payments or other or additional advances made by Lessor and owed by Lessee.

DOCUMENT PREPERATION FEE: \$150.00 payable to Marion National Bank at the time of closing.

PROPERTY INSURANCE DEDUCTIBLE: \$ _____

PUBLIC LIABILITY COVERAGE: \$ _____

PUBLIC LIABILITY DEDUCTIBLE: \$ _____

2. **Lease**. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Property for the Lease Term in exchange for the Rental Payments.

3. **Rental Payments**. A portion of each Rental Payment is paid as and represents payment of interest, and the balance of each Rental Payment is paid as and represents payment of principal, as set forth on Exhibit "B". Each Rental Payment and any additional amounts for which Lessee becomes obligated hereunder, which are not paid when due, shall bear interest at the Interest Rate from the date on which the Rental Payment or additional other payment becomes due until the same is paid. Lessee may prepay the Rental Payments or any portion thereof at any time, and any such prepayment shall be credited against the next Rental Payment.

4. **Rent as Current Expense**. Lessee's obligation to pay the Rental Payments in the amounts and on the due dates set forth on Exhibit "B" shall constitute a current expense of Lessee and shall not be construed to be a debt of Lessee in violation of any constitutional or statutory limitations concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of Lessee.

5. **Purchase Option**. Lessee shall have the option to purchase the Property, but only if Lessee is not in default under the Lease. Lessee may exercise its option to purchase the Property on any Rental Payment due date by paying the Purchase Price, provided that Lessee shall give Lessor not less than thirty (30) days advance written notice of its intention to exercise its option to purchase.

6. **Transfer of Title**. During the Lease Term, title to the Property shall be vested in Lessee. Upon Lessee's exercise of the option to purchase and the payment of the Purchase Price, title to the Property shall become free from any liens of Lessor.

7. **Maintenance and Operation**: During the Lease Term, Lessee shall, at its own expense, maintain or cause to be maintained the Property in good order, condition and repair, and Lessor shall have no obligation to incur any of said expenses; provided, however, that if Lessee fails to keep the Property in good repair and operating condition, Lessor may, but shall be under no obligation to, make such repairs as are necessary and to provide for the payment thereof, and all such amounts so advanced by Lessor shall be repaid by Lessee as an additional amount for which Lessee becomes obligated hereunder, and Lessee hereby agrees to pay any such additional amount, plus interest at the Interest Rate, for which it may become obligated hereunder. Lessor, at its option, may request that Lessee enter into a maintenance contract for the Property with the vendor of the Property or otherwise.

8. **Use of the Property**. The parties mutually agree that Lessee, by performing the covenants and agreements herein contained, shall during the Lease Term, peaceably and quietly have, hold and enjoy the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law, or in any manner contrary to that contemplated by this Lease and the nature of the property. The Property will be used only for

governmental purposes of Lessee; therefore, the parties contemplate that the Property will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Property is found to be subject to taxation in any form, Lessee will pay during the Lease Term all taxes and governmental charges whatsoever that may be lawfully assessed or levied against or with respect to the Property. Lessee shall keep the Property free and clear of all liens, charges and encumbrances, except as may be approved in advance in writing by Lessor; provided, however, that nothing in this Lease shall preclude Lessee from pledging its full faith and credit to the repayment of any legally authorized general obligation bond issue of Lessee.

9. **Insurance.** During the Lease Term, Lessee shall maintain or cause to be maintained, at its own expense, the following policies of insurance:

(a) Insurance against loss or damage to the Property resulting from fire, lightning, vandalism, malicious mischief and such perils ordinarily defined as "extended coverage" and other perils as Lessor and Lessee may agree. Such insurance shall during the Lease Term be in an amount not less than: (1) the full insurable value (i.e., the actual replacement cost "new") of the Property, or (2) the then current Purchase Price, whichever is more, subject to the Property Insurance Deductible, and shall contain an inflation guard endorsement.

(b) Public liability insurance against claims for bodily injury, death, or damage to property occurring upon, in, or about the Property, such insurance to provide coverage in an amount not less than the Public Liability Coverage, subject to the Public Liability Deductible.

All insurance policies shall be issued by insurers of recognized responsibility, licensed or admitted to do business in the state of Missouri. All policies or certificates of insurance shall name Lessee and Lessor as named insured. Such policies and certificates shall not be cancelled or materially changed without at least thirty (30) days prior written notice to Lessor, and shall carry loss payable endorsements in favor of Lessor where applicable. Evidence of coverage satisfactory to Lessor shall be deposited with Lessor by Lessee. All premiums and charges shall be paid by Lessee, and evidence of payment of the premiums shall be delivered by Lessee to Lessor. In the event Lessee fails to maintain the insurance required, Lessor shall have the right to procure and maintain such insurance and shall charge Lessee for the cost thereof as an additional amount for which Lessee becomes obligated hereunder. Lessee may provide such insurance as part of "blanket" coverage maintained on all assets of Lessee, and with the written consent of Lessor may be a self-insurer of such risks. If the insurance proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement, Lessee shall complete the work and pay any cost in excess of the insurance proceeds.

10. **Indemnification.** Lessee shall indemnify, protect, and hold harmless Lessor from and against any and all liabilities, obligations, losses, claims, and damages whatsoever, including without limitation, attorney fees and expenses, arising out of or as the result of this Lease, the ownership of the Property, or any accident in connection with the operation, use, condition, possession, storage or return of the Property.

11. **Right of Inspection.** Lessor and its designated representative shall have the right at all reasonable times upon reasonable notice during the lessee's regular business hours to enter into and upon the premises of Lessee to inspect the Property or for any purpose connected with Lessor's rights under this Lease.

12. **Triple Net Lease.** This Lease shall be deemed and construed to be a "triple net lease" in that Lessee hereby agrees that the Rental Payments provided for herein shall be an absolute net return to Lessor, and that Lessor shall not be responsible for any expenses, charges or set-offs whatsoever related to the operation, maintenance and repair of the Property.

13. **Termination of Lease Term.** The Lease Term will terminate upon the earliest occurrence of any of the following events:

- (a) The expiration of the Lease Term;
- (b) The exercise by Lessee of the option to purchase granted under Paragraph 5;
- (c) A default by Lessee and Lessor's election to terminate this Lease;
- (d) The payment by Lessee of all Rental Payments and all additional amounts for which Lessee may become obligated under this Lease;
- (e) Upon notice of election to terminate the Lease due to an event of taxability pursuant to Paragraph 15 hereof, and the failure of Lessee to exercise its option to purchase at the next regular Rental Payment due date.

14. **Non-appropriation.** Lessee shall use its best efforts to include the Rental Payments for each fiscal year in its budget for such fiscal year and further shall make the necessary appropriations for all such Rental Payments. In the event sufficient funds are not budgeted and appropriated by Lessee for any fiscal year to provide for the Rental Payments required hereunder or any other obligation of Lessee, then Lessee shall terminate this Lease by providing thirty (30) days written notice to Lessor of Lessee's intent to terminate. In such event, the Lessee shall not be obligated to make the Rental Payments beyond the end of the period for which Lessee has budgeted. Lessee shall surrender the Property to Lessor on the last day for which Rental Payments have been made. Upon such early cancellation, Lessee may not thereafter acquire functionally similar property for the full original Lease Term. If funds are made available to Lessee after such early cancellation for property which will perform services and function in full or in part the same as the Property, Lessee agrees to purchase, lease or otherwise acquire such property from Lessor. The non-payment of any Rental Payment pursuant to this paragraph shall not constitute a default under this Lease.

15. **Occurrence of an Event of Taxability.** Lessor and Lessee contemplate that the interest component of the Rental Payments paid by Lessee will not be included in Lessor's gross income for purposes of federal income taxation. In the event that Lessee or Lessor are advised that the interest component of the Rental Payments is or has become includable in gross income

for purposes of federal income taxation, Lessor (or its assigns) may elect in writing to terminate this Lease at the next regular Rental Payment due date, subject only to Lessee's option to purchase as granted in Paragraph 5 of this Lease.

16. **Disclaimer of Warranties.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROPERTY. In no event shall Lessor be liable for incidental, indirect, special or consequential damages in connection with or arising out of this Lease or the existence, furnishing, functioning of Lessee's use of any item or products or services provided for in this Lease. Lessor hereby irrevocably appoints Lessee as its agent and attorney-in-fact during the Lease Term, and so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Property, which Lessor may have against the vendor of the Property. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the vendor of the Property, and not against Lessor, nor shall such matter have any affect whatsoever on the rights and obligations of Lessor with respect to this Lease and its right to receive full and timely Rental Payments hereunder. Lessee expressly acknowledges that Lessor makes and has made no representation or warranties whatsoever as to the existence or availability of such warranties by the vendor of the Property.

17. **Assignment.** Neither this Lease nor any interest of Lessee herein shall be mortgaged, pledged, assigned or transferred by Lessee, without the prior written consent of Lessor. Lessee shall at all times remain liable for the performance of the Lease, notwithstanding any assigning, transferring or subletting which may be made. In no event shall Lessee sublease or permit the use of all or any part of the Property so as to cause the interest component of the Rental Payments to become includable in Lessor's gross income for computation of federal income taxation. Lessor shall have the right to assign its interest in this Lease and the Rental Payments to another party, and Lessee agrees to execute any and all documents necessary and proper in connection therewith.

18. **Default by Lessee.** If: (i) Lessee fails to pay any Rental Payment or other payment within fifteen (15) days from the date it is due and payable; (ii) Lessee fails to observe and perform any other term, covenant or condition contained herein for a period of thirty (30) days after written notice thereof from Lessor to Lessee; (iii) Lessee abandons the Property; or (iv) Lessee's interest in this Lease or any part thereof is assigned or transferred without the written consent of the Lessor, then Lessee shall be deemed to be in default hereunder. If Lessee is in default, Lessor shall have the right, at its option, and without any further demand or notice:

(i) to terminate this Lease and to take possession of the Property, using all necessary force to do so, and sell the Property;

(ii) to take possession of the Property and without terminating this Lease re-let the Property upon such terms and conditions as Lessor may deem advisable, in which event the rents received on such re-letting shall be applied first to the expense of reletting and collection, including any necessary renovation and alteration of the Property, reasonable attorney's fees and costs of suit in equity or action at law to enforce the terms and conditions of this Lease, and thereafter toward payment of all sums due or to become

due Lessor hereunder. If a sufficient sum shall not be thus realized to pay such sums and other charges, Lessee shall remain liable for and will pay Lessor any cumulative net deficiency. The foregoing remedies of Lessor are in addition to and not exclusive of any other remedy of Lessor. Any repossession of the Property shall be allowed by Lessee without hindrance.

19. **Miscellaneous.** This Agreement may be amended, modified or supplemented only by the written agreement of all parties hereto. The waiver or failure to insist upon strict compliance with any obligation, representation, warranty, agreement or condition hereunder shall not operate as a waiver of any subsequent non-compliance. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. This Agreement embodies the entire agreement and understanding of the parties. This Agreement supersedes all prior discussions, negotiations, agreements and understandings between the parties. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original, but which together shall constitute one original.

20. **Delivery and inspection.** The leased equipment shall be delivered for final inspection and acceptance at 600 Schug Avenue, Peculiar, in Cass County, Missouri.

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

“LESSEE”
City of Peculiar
250 South Main
Peculiar, Missouri, 64078-9612

BY: _____
Name: _____
Title: _____

ATTEST:

BY: _____
Name: _____
Title: _____

“LESSOR”

Marion National Bank
302 E. Main, Marion, Kansas 66861

BY: James R. Hefley
Name: James R. Hefley
Title: President

STATE OF KANSAS)
) ss:
COUNTY OF MARION)

The foregoing instrument was acknowledged before me on May 1, 2015, by, James R. Hefley, President of Marion National Bank, Marion, Kansas, on behalf of Lessor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Michon Christensen

Notary Public

My Appointment Expires:



STATE OF MISSOURI)
) ss:
COUNTY OF CASS)

The foregoing instrument was acknowledged before me on _____, 2015
by _____, on behalf of Lessee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

My Appointment Expires:

**EXHIBIT A
DESCRPTION OF PROPERTY
FOR LEASE PURCHASE AGREEMENT
DATED May 4, 2015**

Lessor: Marion National Bank, 302 East Main, Marion, Kansas 66861

Lessee: City of Peculiar, 250 S. Main, Peculiar, Missouri, 64078

Amortization

Borrower name CITY OF PECULIAR
Address 250 S. MAIN STREET
 PECULIAR, MO 64078
Loan number 40036935

Date		Amount	Payment	Principal	Interest	Remaining Balance
05-04-2015	Fixed Rate	3.900				
05-04-2015	Funding	25,500.00				25,500.00
2015 Totals:			0.00	0.00	0.00	
05-01-2016	Regular Pmt		5,710.84	4,721.79	989.05	20,778.21
2016 Totals:			5,710.84	4,721.79	989.05	
05-01-2017	Regular Pmt		5,710.84	4,900.49	810.35	15,877.72
2017 Totals:			5,710.84	4,900.49	810.35	
05-01-2018	Regular Pmt		5,710.84	5,091.61	619.23	10,786.11
2018 Totals:			5,710.84	5,091.61	619.23	
05-01-2019	Regular Pmt		5,710.84	5,290.18	420.66	5,495.93
2019 Totals:			5,710.84	5,290.18	420.66	
05-01-2020	Regular Pmt		5,710.84	5,495.91	214.93	0.02
2020 Totals:			5,710.84	5,495.91	214.93	
Loan Totals:			28,554.20	25,499.98	3,054.22	

Printed on: 04-23-2015

RESOLUTION 2015-24

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A LEASE PURCHASE AGREEMENT WITH MARION NATIONAL BANK OF MARION, KANSAS FOR A FALCON 2-TON ASPHALT RECYCLER FOR THE CITY OF PECULIAR, MO

WHEREAS, the City of Peculiar(the "Lessee") is a validly existing political subdivision of the State of Missouri, existing as such under and by virtue of the Constitution, statutes and laws of the State;

WHEREAS, the City of Peculiar; has the power under the laws of the State to lease or purchase personal property for use by the Lessee; and the Governing Body has determined, and hereby determines, that it is in the best interests of the Lessee to enter into a Municipal Lease Purchase Agreement with Marion National Bank ("Lessor") (such Municipal Lease Purchase Agreement is herein referred to as the "Lease") for the purpose of financing the acquisition of the equipment (the "Equipment") described in Exhibit A to the Lease, and that the use of such Equipment is essential to the Lessee's proper, efficient and economic operation;

WHEREAS, the Governing Body has taken the necessary and appropriate steps under applicable law, including, without limitation, any public bidding requirements, to arrange for the acquisition and financing of the Equipment under the Lease;

WHEREAS, there has been presented to the Governing Body the form of the Lease, including Exhibit A thereto, which the Lessee proposes to approve, enter into and deliver, as applicable, to effectuate the proposed financing of the Equipment; and it appears that the Lease and its Exhibit A are in appropriate form and are appropriate instruments for the purposes intended.

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

Section 1. That all actions of the Lessee in effectuating the Lease are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Lease.

Section 2. That sums be and hereby are allocated from the budget of the Governing Body for the fiscal year ending on September 30, 2016, sufficient to meet all obligations of the Lessee under the Lease, including without limitation. This yearly municipal lease cost to the city for the 2 ton asphalt recycler is \$5,710.84 for a term of 5 years with first payment being due May 1, 2016 at a rate of 3.90%.

Section 3. The Governing Body hereby approves the acquisition by the Lessee of the Equipment described in Exhibit A to the Lease, such acquisition to be financed by Lessor pursuant to and in accordance with the terms of the Lease, which will be a valid, legal and binding obligation of the Lessee enforceable in accordance with its terms. The form and content of the Lease are in all respects authorized, approved and confirmed, and the duly authorized representative of the Lessee, or his designee is authorized, empowered and directed to execute and deliver the Lease and the other Documents (as defined in the Lease) for and on behalf of the Lessee in substantially the form attached hereto, but with such changes, modifications, additions or deletions therein as shall to him seem necessary, desirable or appropriate.

Section 4. The Mayor is hereby authorized to sign on behalf of the City this lease purchase agreement (Lease).

Section 5. Effective Date. The effective date of this Resolution shall be the _____ day of May, 2015.

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

Alderman McCrea ___
Alderman Hammack ___
Alderman Ford ___

Alderman Ray ___
Alderman Roberts ___
Alderman Turner ___

APPROVED:

ATTEST:

Holly Stark, Mayor

15 Janet Burlingame, City Clerk

HAMPTON EQUIPMENT INC

504 S. McGOWN

RAYMOND, ILL 62560

OFFICE: 217-229-4448 CELL: 217-494-4347

E-MAIL: hamptonequipment@consolidated.net

CUSTOMER INFORMATION

Customer Name:	CITY OF PECULIAR	Phone No:	816-779-2224
Address:	250 S MAIN ST	Cell No:	
City:	PECULIAR	Fax No:	
STATE:	MISSOURI	E-Mail Address:	
Zip Code:	64078		
Point of Contact:	NICK JACOBS		

EQUIP REF- FALCON 2-TON-S/I QUOTE

Ref Number: 04162015-S/I

Description	\$/Unit.	\$Total	
NEW 2015 FALCON 2 TON SLIP IN UNIT			
TRIPLE WALL INSULATED			
AUTO TEMP CONTROL			
LOADING DOORS-MANUAL			
SHOVELING APRON			
DIESEL BURNER			
12 VOLT BATTERY			
TOOL HOLDER-5 POSITION			OPT
RELEASE AGENT DISPENSER HOLDER			OPT
BATTERY CHARGER PACKAGE			OPT
24 HOUR TIMER			OPT
15 GALLON HEATED RJUVENATOR TACK TANK			OPT
RJUVENATOR SPRAY SYSTEM			OPT
HOSE REEL			OPT
LEASE/PURCHASE EXAMPLE: 5 YEAR CONTRACT QUOTE			
INTEREST RATE 3.99% TO DATE			
PAYMENT IN THE ARREARS- ANNUAL			
PAYMENT ON \$25,500.00 =\$5,726.28 ONE YEAR FROM CONTRACT DATE			
OPERATOR,PARTS, AND SERVICE MANUAL			
ONE YEAR WARRANTY			
F.O.B. PECULIAR, MO.			25,500.00

PRICE QUOTE

Today's Date: 04/17/2015

Requested Of: Galva Road Equipment, LLC
 222 SE 5th Ave.
 Galva, Illinois 61434

Requested By: City of Peculiar
 250 S. Main St.
 Peculiar, MO 64078
 Attn: Nick Jacobs

Payment Terms: Net 30 days

Freight Terms: FOB Midland, MI.

Quote Number: 04170115

Qty	Item No	Model Description and Options	Price
1	FAL2TSI	FALCON Recycling Asphalt Hot Patcher - 2 Ton Capacity, Slip-in Style including: Triple Wall Construction, Diesel, Automatic Temperature Control, 12 Volt Battery, Manual Loading and Metering Doors and Removable/Adjustable Shoveling Apron, Battery Charger Package (RECOMMENDED FOR ALL DIESEL BURNER SYSTEMS), 24 Hour Timer (for pre-heating Cold Patch and Reclaiming or Recycling Hot Mix), Electric Overnight Heat, 15 Gallon Heated Tack Tank, Rejuvenator Spray System, Hose Reel, Tool Holder and Release Agent Dispenser Holder	\$25,750
		Delivery to Peculiar, MO	\$1400
		Operators and Parts Manuals	Included
		One Year Manufacturer's Warranty	Included
		Operator and Mechanic's Training	Included



Galva Road Equipment, LLC
 222 SE 5th Ave.
 Galva, Illinois 61434

309-368-5594 FAX: 309-423-7815 Email: stevek@falconrme.com

Authorized Sales and Service Distributor for FALCON Road Maintenance Equipment Co.

City Administrator
Brad Ratliff

City Clerk
Janet Burlingame

City Engineer
Carl Brooks

Business Office
Trudy Prickett



Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Reid Holbrook

Parks Director
Vacant

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 29, 2015
Re: Resolution No. 2015-25, Mayor & Board of Alderman (BOA), acceptance of an agreement for the engineering improvements for conceptual design services of Storm Water Improvements located northwest of School Road and Elm Street.

GENERAL INFORMATION

Applicant: City Staff
Requested Actions: Approval of engineering agreement for conceptual design services of Storm Water Improvements located northwest of School Road and Elm Street.
Purpose: Acceptance of the request to start conceptual design services of Storm Water Improvements located northwest of School Road and Elm Street project as identified in the 2006 Storm Water Mater Plan Engineering Report.
Property Location: Northwest of School Road and Elm Street.

PROPOSAL

The acceptance for the conceptual design services of Storm Water Improvements located northwest of School Road and Elm Street as identified in the 2006 Storm Water Mater Plan Engineering Report for detention basins of four (4) options. For a complete list of scope of services to be provided by the engineer, please refer to Exhibit A which is attached.

The conceptual design services of Storm Water Improvements located northwest of School Road and Elm Street project for the four (4) detention basin options as listed in project fee estimation sheet is not to exceed \$24,914.00.

The project cost to construct a 15 acre detention basin to detain runoff from the 25 and 100 year return frequency storm event and lower peak storm water flow rates at downstream crossings and minimize local roadway flooding downstream in 2006 was estimated at \$469,945.00. The City Engineer has estimated the construction cost of the project in 2015 to be \$554,000 with contingencies. Based on the 2015 construction cost, the engineer's conceptual design fee is 4.5 percent of the construction cost. Engineering consultants generally have the design fee of a construction project at 8-12% of the construction cost. In staff's opinion, the fee for the conceptual design is "fair and reasonable".

The engineer proposes to have a conceptual design meeting with City staff and property owner(s) by June 22, 2015.

As this project was not budgeted in FY 2014-2015, staff proposes the following changes to the City budget and be approved by a budget amendment as follows:

- 1) Public Works Fund Engineering, \$4,300.00. This was originally budgeted for GIS Phase II Engineering.
- 2) Road and Street Fund Engineering, \$8,300.00. This was originally budgeted for GIS Phase II Engineering.
- 3) Enterprise Sewer Fund Storm Water Capital, \$12,314.00; is a budgeted line item of \$12,500.00 for storm water projects.

PREVIOUS ACTIONS

The City entered into an agreement with Noll & Associates to complete the 2006 Storm Water Master Plan Engineering Report.

KEY ISSUES

The installation of a storm water detention basin to detain runoff from the 25 and 100 year return frequency storm event and lower peak storm water flow rates at downstream crossings and minimize local roadway flooding downstream is critical to the future commercial/light industrial development of the northeast part of the proposed I-49 & 211th Street interchange and 211 Street projects that will begin later this year. City staff has had preliminary discussions with the land owner(s) and they have indicated an interest in assisting with the project.

City staff is being proactive in regards to this project, as this project is a “BIG ROCK” for the future development of the 211th Street corridor.

City attorney has reviewed the engineering agreement. His comments were minor, and comments have been resolved with the engineer.

STAFF COMMENTS AND SUGGESTIONS

In staff’s opinion, the fee in the amount of \$24,914.00 for the conceptual design services of Storm Water Improvements located northwest of School Road and Elm Street is “fair and reasonable”.

City staff agrees with the recommendations included in the 2006 Storm Water Master Plan Engineering Report, and recommends approval of the engineering agreement in an amount not to exceed \$25,880.00. Initially the amount of the engineering agreement was not to exceed \$25,880.00. Due to continued negotiations between the engineer and City staff, the agreement has been reduced by \$966.00.

STAFF RECOMMENDATION

City staff recommends the approval of the conceptual design services of Storm Water Improvements located northwest of School Road and Elm Street for the detention basins of four (4) options.

ATTACHMENTS

Bartlett & West Task Order Number 3 for Professional Services for the conceptual design services of Storm Water Improvements, Exhibit A – Scope of Services, Exhibit B - 2015 Schedule of Hourly Charges, and Project Fee Estimate Sheet.

City Engineer’s Opinion of Probable Cost
Resolution 2015-xx

**TASK ORDER
NUMBER 3
FOR PROFESSIONAL SERVICES**

THIS SUPPLEMENTAL AGREEMENT is entered into as of the ____ day of _____, 2015 (the "Effective Date"), by and between Bartlett & West, Inc., a Kansas corporation, having an office at 228 NW Executive Way, Lee's Summit, Missouri 64063 (the "Consultant") and the City of Peculiar, Missouri, a Missouri municipal corporation (the "City").

WHEREAS, the City and Consultant entered into an Agreement for Professional Services on 15th of July, 2013 (the "Original Agreement"); and

WHEREAS, the City desires to supplement the Original Agreement and engage the Consultant to provide services to the City regarding professional related services as described in Article 1 and incorporated herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree to modify the Original Agreement as follows:

1. The following provisions shall be added to the Original Agreement.

**ARTICLE I
SCOPE OF BASIC SERVICES TO BE PROVIDED BY CONSULTANT**

- A. Please see attached scope of services: Exhibit A
- B. Services generally include the design of stormwater improvements in the City of Peculiar. It is assumed to consist of field services, conceptual options and preparation of plans for a detention basin.

**ARTICLE II
SCOPE OF SERVICES TO BE PROVIDED BY CITY**

- A. Provide CONSULTANT with all criteria and full information as to CLIENT'S requirements for the project, including design objectives, capacity, performance requirements, and budgetary limitations upon which the CONSULTANT may rely.
- B. Make available to the CONSULTANT all records, reports, maps, financial information, and other data pertinent to provisions for the services required under this contract. This includes copies of all available subdivision plats and surveys that may be requested.
- C. Arrange for safe access to and make all provisions for CONSULTANT to enter upon public and private property as required to perform services under the agreement
- D. Examine all plans, specifications and other documents submitted by the CONSULTANT and render decisions promptly to prevent delay to the CONSULTANT.
- E. Designate one employee as the CLIENT's representative with respect to all services to be rendered under this agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the CLIENT's policies and decisions pertinent to CONSULTANT's services.
- F. Negotiate with property owners, obtain executed easements, and record easements with County Recorder of Deeds for the project.

- G. Participate in conferences, meetings, bid openings, and other similar aspects of the project as requested by the CONSULTANT.
- H. Keep record drawings in an electronic AutoCAD document file for future use. CONSULTANT is not responsible for record drawings at conclusion of project.

**ARTICLE III
PAYMENTS TO CONSULTANT**

- A. CLIENT shall pay the CONSULTANT for services described in the Scope of Work, as follows:
 - 1. An amount equal to the cumulative hours charged to the project by each class of CONSULTANT'S employees times the standard hourly charge rates for each applicable billing class, plus reimbursable expenses.
 - 2. A schedule of standard hourly charges is attached to this agreement as Exhibit A. The schedule of hourly charges will be adjusted at the beginning of each calendar year. Time charged to the project will be billed at the charge rates in effect at the time services are rendered. Overtime for non-exempt staff will be billed at 1.35 times the rates listed in the schedule.
 - 3. Reimbursable expenses will be billed at the current charge rates and are attached to this agreement as Exhibit B.
 - 4. Subcontracted services will be billed at actual cost plus 10%.
 - 5. The total fee for the project shall not exceed \$24,914.00 without authorization by the CLIENT. Any additions to the Scope of Work or changes in the extent of services provided will result in an equitable adjustment in the total maximum fee.

**ARTICLE IV
COMPLETION TIME**

The services under this agreement have been agreed to in anticipation of the orderly progress of the project through completion. Unless a specific time of performance for services is specified in this agreement, CONSULTANT'S obligation to render services hereunder will be for a period which may reasonably required for the completion of said services. If a specific time of performance is provided herein and if the CLIENT has requested changes in the scope or character of the project, the time of performance shall be adjusted equitably.

- a) Notice of Award/Notice to Proceed – May 5, 2015
- b) Conceptual Design Meeting by June 22, 2015
- c) Conceptual Report by July 31, 2015

**ARTICLE V
STANDARD PROVISIONS**

No Changes

**ARTICLE VI
SPECIAL PROVISIONS**

No Changes

All other terms of the Original Agreement and Supplemental Agreements shall remain in full force and effect.

THIS AMENDMENT TO AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Consultant.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on ____ the day of _____, 2015 .

ATTEST:

CITY OF PECULIAR (“CITY”):

City Clerk

By: _____

Name: _____

BARTLETT & WEST, INC. (“CONSULTANT”):

Title: _____

By: _____

Name: Bob Gilbert, P.E.,

Title: Location Manager/Vice President

EXHIBIT A

1. Scope of Services.

The Consultant shall provide the Project Services described as follows:

BASIC SERVICES

General Background:

The project is to design stormwater improvements in the area around School Road and Elm Street. The intent of the project is to reduce flooding along the open channel downstream of School Road. From a Master Plan study in 2006, it is expected that a large detention basin would be a likely option. Field services include topographic survey of the detention basin site upstream of School Road to develop conceptual grading. Design services include hydrologic calculations and detention basin sizing. The purpose of the study is to determine the size and conceptual plan for a detention basin and estimate costs. It is expected that the study will include options of a dry basin and a wet basin. This study does not include hydraulic calculations to develop a model of the channel through the residential area. Therefore, rather than focusing on achieving a floodproof condition, the study will determine the reduction in flooding for a given cost.

CONSULTANT shall provide the following:

TASK 1 TOPOGRAPHIC SURVEYS & DATA COLLECTION

- 1.1 Perform topographic surveys around the area of the proposed detention basin property for the sole purpose of developing a conceptual grading plan.
- 1.2 Utility survey is not included in the scope of the study.
- 1.3 Establish benchmarks and horizontal control points to allow future surveying and construction staking of the project. GPS methods will be used to establish the State Plane Coordinates and elevations.
- 1.4 Collect existing aerial, contours and parcel lines from public data sources. Develop base map from public data and topographic survey.

TASK 2 CONCEPTUAL DESIGN

- 2.1 Determine drainage areas based on project survey and USGS mapping.
- 2.2 Determine discharges using NRCS Curve Number method in HEC-HMS. Compare discharges to rational method or USGS Regression Equations for check.
- 2.3 Design conceptual detention basin upstream of School Road. Consider options for detention vs. retention. Develop rough grading plan and discharge structure.
- 2.4 Develop cost estimates and graphical exhibits for detention basin options. Assumed to be limited to 4 options of sizes and basin type.
- 2.5 Meet with City staff to discuss options.
- 2.6 Incorporate City comments into the detention basin design and develop conceptual report detailing hydrologic calculation, conceptual plan of detention basin options and cost estimates. Submit draft copy to the City in PDF form.
- 2.7 Incorporate City comments into the final report. Sign and seal report and submit 3 hardcopies and a PDF of the report to the City.

TASK 3 PROJECT MANAGEMENT AND COORDINATION

- 3.1 Administration and Coordination.
 - 3.1.1 Perform duties necessary for administration of project contract. Prepare and administer project expenses and invoicing to City.
 - 3.1.2 Provide monthly progress reports. Include percent complete for each scope item and for the overall project in a spreadsheet form acceptable to City Engineer.

- 3.1.3 General communication with City. This includes email updates, phone conversations, and general correspondence on approximately a bi-weekly basis during the course of the project. Action items to include responsible party and due date.

BARTLETT & WEST, INC.
2015 SCHEDULE OF HOURLY CHARGES
Effective January 1, 2015

Engineer XI/Landscape Arch XI	\$242.00	Right-of-Way Specialist I	133.00
Engineer X/Landscape Arch X	224.00		
Engineer IX/Landscape Arch IX	210.00	Right-of-Way Technician V	\$114.00
Engineer VIII/Landscape Arch VIII	195.00	Right-of-Way Technician IV	104.00
Engineer VII/Landscape Arch VII	180.00	Right-of-Way Technician III	95.00
Engineer VI/Landscape Arch VI	164.00	Right-of-Way Technician II	83.00
Engineer V/Landscape Arch V	152.00	Right-of-Way Technician I	72.00
Engineer IV/ Landscape Arch IV	141.00		
Engineer III/Landscape Arch III	129.00	GIS Coordinator VIII	\$230.00
Engineer II/Landscape Arch II	118.00	GIS Coordinator VII	219.00
Engineer I/Landscape Arch I	106.00	GIS Coordinator VI	207.00
		GIS Coordinator V	196.00
Engineering Technician XI	\$190.00	GIS Coordinator IV	179.00
Engineering Technician X	161.00	GIS Coordinator III	161.00
Engineering Technician IX	144.00	GIS Coordinator II	144.00
Engineering Technician VIII	125.00	GIS Coordinator I	133.00
Engineering Technician VII	114.00		
Engineering Technician VI	105.00	GIS Developer/DBA V	\$179.00
Engineering Technician V	98.00	GIS Developer/DBA IV	167.00
Engineering Technician IV	90.00	GIS Developer/DBA III	156.00
Engineering Technician III	81.00	GIS Developer/DBA II	144.00
Engineering Technician II	74.00	GIS Developer/DBA I	133.00
Engineering Technician I	69.00		
Surveyor VIII	\$161.00	GIS Project Administrator V	\$161.00
Surveyor VII	151.00	GIS Project Administrator IV	150.00
Surveyor VI	140.00	GIS Project Administrator III	138.00
Surveyor V	126.00	GIS Project Administrator II	127.00
Surveyor IV	113.00	GIS Project Administrator I	115.00
Surveyor III	102.00		
Surveyor II	89.00	GIS Analyst V	\$144.00
Surveyor I	78.00	GIS Analyst IV	133.00
		GIS Analyst III	121.00
Survey Technician VI	\$98.00	GIS Analyst II	110.00
Survey Technician V	87.00	GIS Analyst I	98.00
Survey Technician IV	76.00		
Survey Technician III	67.00	GIS Technician IV	\$99.00
Survey Technician II	61.00	GIS Technician III	89.00
Survey Technician I	56.00	GIS Technician II	78.00
		GIS Technician I	66.00
Field Representative X	\$156.00	Administrator V	\$127.00
Field Representative IX	141.00	Administrator IV	112.00
Field Representative VIII	129.00	Administrator III	95.00
Field Representative VII	118.00	Administrator II	86.00
Field Representative VI	107.00	Administrator I	76.00
Field Representative V	98.00		
Field Representative IV	89.00	Administrative Technician V	\$81.00
Field Representative III	81.00	Administrative Technician IV	73.00
Field Representative II	73.00	Administrative Technician III	65.00
Field Representative I	66.00	Administrative Technician II	59.00
		Administrative Technician I	52.00
Right-of-Way Specialist IV	\$207.00		
Right-of-Way Specialist III	173.00		
Right-of-Way Specialist II	150.00		

PROJECT FEE ESTIMATING SHEET
Drainage Improvements near School Road
Task Order Number 3
City of Peculiar, MO

Tasks	TA/Eng. IX	PM/Eng. VI	Eng. I	Surv. VI	Eng. Tech IV	Admin. III	Labor Costs	Other Direct Costs		Total Fee	Subtotal Fee
								Item	Cost		
	\$210.00	\$164.00	\$106.00	\$140.00	\$90.00	\$95.00					
1. TOPOGRAPHIC SURVEYS & DATA COLLECTION											\$4,508.00
1.1 Perform topographic surveys around the area of the proposed detention basin property for the sole purpose of developing a conceptual grading plan.			1	2	16		\$1,826.00	Mileage, Equipment	\$668.00	\$2,494.00	
1.2 Utility survey is not included in the scope of the study.							\$0.00			\$0.00	
1.3 Establish benchmarks and horizontal control points to allow future surveying and construction staking of the project. GPS methods will be used to establish the State Plane Coordinates and elevations.			1	2	4		\$746.00	Equipment	\$200.00	\$946.00	
1.4 Collect existing aerial, contours and parcel lines from public data sources. Develop base map from public data and topographic survey.		1	8				\$1,012.00	CAD	\$56.00	\$1,068.00	
2. CONCEPTUAL DESIGN											\$18,856.00
2.1 Determine drainage areas based on project survey and USGS mapping.		1	4				\$588.00	CAD, Prints	\$48.00	\$636.00	
2.2 Determine discharges using NRCS Curve Number method in HEC-HMS. Compare discharges to rational method or USGS Regression Equations for check.		1	16				\$1,860.00		\$0.00	\$1,860.00	
2.3 Design conceptual detention basin upstream of the channel. Consider options for detention vs. retention. Develop rough grading plan and discharge structure.	2	4	40				\$5,316.00	CAD, Prints	\$150.00	\$5,466.00	
2.4 Develop cost estimates and graphical exhibits for detention basin options. Assumed to be limited to 4 options of sizes and basin type.	1	4	24		4		\$3,770.00	CAD, Prints	\$109.00	\$3,879.00	
2.5 Meet with City staff to discuss options.	6	6					\$2,244.00	Mileage, Prints	\$218.00	\$2,462.00	
2.6 Incorporate City comments into the detention basin design and develop conceptual report detailing hydrologic calculations, conceptual plan of detention basin options and cost estimates. Submit draft copy to the City in PDF form.	1	2	24		4		\$3,442.00	CAD	\$21.00	\$3,463.00	
2.7 Incorporate City comments into the final report. Sign and seal report and submit 3 hardcopies and a PDF of the report to the City.	1	2	2			2	\$940.00	Prints	\$150.00	\$1,090.00	
3. PROJECT MANAGEMENT AND COORDINATION											\$1,550.00
3.1 Administration and Coordination.							\$0.00				
3.1.1 Perform duties necessary for administration of project contract. Prepare and administer project expenses and invoicing to City.		2				2	\$518.00		\$0.00	\$518.00	
3.1.2 Provide monthly progress reports. Include percent complete for each scope item and for the overall project in a spreadsheet form acceptable to City Engineer.		1	2				\$376.00		\$0.00	\$376.00	
3.1.3 General communication with City. This includes email updates, phone conversations, and general correspondence on approximately a bi-weekly basis during the course of the project. Action items to include responsible party and due date.		4					\$656.00		\$0.00	\$656.00	
TOTALS	11	28	122	4	28	4	\$23,294.00		\$1,620.00	\$24,914.00	
Grand Total										\$24,914.00	

NID STORMWATER DETENTION BASIN PRELIMINARY ESTIMATE						
				ENGR ESTIMATE		comments
ITEM	QTY	UNIT	UNIT PR	TOTAL PR		
1	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00	
2	Construction Staking	1	LS	\$ 5,000.00	\$ 5,000.00	
3	Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00	
4	Fence Removal	1	LS	\$ 5,000.00	\$ 5,000.00	
5	Site Clearing	1	LS	\$ 5,000.00	\$ 5,000.00	
6	Silt Fence	3200	LF	\$ 5.00	\$ 16,000.00	
7	Erosion Control Blanket	1700	SY	\$ 5.50	\$ 9,350.00	
8	Cut/Fill Detention Basin	6400	CY	\$ 9.56	\$ 61,184.00	
9	8'x6' RCB Storm Box Culvert	140	LF	\$ 574.84	\$ 80,477.60	
10	Testing	1	LS	\$ 8,000.00	\$ 8,000.00	
11	Seeding/Sodding	650	MSF	\$ 70.00	\$ 45,500.00	
12	Final Cleanup	1	LS	\$ 2,000.00	\$ 2,000.00	
13	De-Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00	
14	Chain-Link Fence (install)	3200	LF	\$ 21.00	\$ 67,200.00	
15	12" Outlet Pipe	560	LF	\$ 108.00	\$ 60,480.00	
Subtotal of Estimated Project Costs:					\$ 395,191.60	
15	Land	15	AC	\$ 10,000.00	\$ 150,000.00	
	Contingencies	40% of construction costs			\$ 158,076.64	
	Engineering Design	11% of construction costs			\$ 43,471.08	
	Engineering Construction Phase Services	12% of construction costs			\$ 47,422.99	
	SRF Closing Costs	3% of construction costs			\$ 11,855.75	
	Interest During Construction	1% of construction costs			\$ 3,951.92	
	Cost of Issuance Notes				28746.9	
	Cost of Issuance Bonds				37365.3	
	Miscellaneous				3061.8	
TOTAL PROJECT COST:					\$ 879,143.97	

AC 15
SY 72600
SF 653400
LF of sides 808.3316151 ft
Perimeter 3233.32646 ft

All 102 Properties:
Cost/Acre/Yr \$ 72.15

35 High Priority
Cost/Acre/Yr \$ 187.31

RESOLUTION 2015-25

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI, APPROVING AND ACCEPTING THE AGREEMENT BETWEEN CITY OF PECULIAR AND BARTLETT & WEST, INC. FOR THE ENGINEERING CONCEPTUAL DESIGN OF THE STORM WATER DETENTION BASIN NORTHWEST OF SCHOOL ROAD AND ELM STREET.

WHEREAS, the Board of Aldermen previously approved Engineering and Storm Water Capital funds in the Fiscal Year 2014-2015 Budget, and

WHEREAS, the Board of Aldermen have reviewed the Fiscal Year 2014-2015 Budget and found the City to be financially sound, and

WHEREAS, the review has produced a budget amendment which is as follows to fund the engineering of this Storm Water CIP project:

- 1) Public Works Fund Engineering, \$4,300.00
- 2) Road and Street Fund Engineering, \$8,300.00
- 3) Enterprise Sewer Fund Storm Water Capital, \$12,314.00

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

Section 1. The approval of the agreement with the City of Peculiar and Bartlett & West, Inc. in the amount not to exceed of \$24,914.00.

Section 2. The budget amendment as proposed above is hereby accepted and filed for audit.

Section 3. The Mayor is authorized to execute this resolution acknowledging the Bartlett & West, Inc. Agreement.

Section 3. *Effective Date.* The effective date of this Resolution is the 4th day of May, 2015.

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

Alderman Ford _____
Alderman Hammack _____
Alderman McCrea _____

Alderman Ray _____
Alderman Roberts _____
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



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

Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Reid Holbrook

Parks Director
Vacant

To: Mayor & Board of Aldermen
From: Carl Brooks, City Engineer (cbrooks@cityofpeculiar.com)
Date: April 29, 2015
Re: Procedures of property owners’ to disconnect from the City’s water, wastewater and storm water services, and to stop paying the Service Availability fee, along with a Grandfather Exception

GENERAL INFORMATION

Applicant: City Staff
Requested Actions: Review for discussion and possible approval at the next scheduled Board of Aldermen meeting on May 18, 2015.
Property Location: City Wide
Purpose: Procedures to disconnect from the City Utility Services

PROPOSAL

To establish a disconnect procedure for property owners to remove their private services from the City’s Utility Services and out of the City right-of-ways.

PREVIOUS ACTIONS

Meter (Service) Availability Fee beginning with the Mach 2015 payment.

KEY ISSUES

To establish procedures to remove private services from City services in order that property owners do not have to pay a monthly Service Availability fee.

STAFF COMMENTS AND SUGGESTIONS

City staff asks for the Mayor and Board of Aldermen’s approval and request to being this procedural change back as a resolution.

STAFF RECOMMENDATION

Approval

ATTACHMENTS

Proposed procedures for property owners to be removed from the City’s utilities.



Procedural Revision

Subject: Disconnection from City Service Utilities April 29, 2015

Department: Public Works

Division: Water and Wastewater

Date to Take Effect: Upon Review

Narrative:

On the first of March 2015, the Mayor and Board of Alderman voted and passed a resolution that requires all structures connected to the City's public utilities services to pay a meter (service) availability fee to recover the principle and interest on bonds that were used to construct the infrastructure. Since the issuance of the first service available fee bill, Public Works has received several calls concerning the new Meter (Service) Availability Fee. Some property owners have asked, "Is there a way to be exempt from those monthly charges?". As long as these structures are physically connected to the City services, the City must plan on supplying those water and/or sewer services. Water, wastewater, storm water and all the amenities must be held in case the City is asked to make services available to that structure.

These building and structures will be exempt as long as there is a structure standing. In the event the structure is removed and no plans have been submitted to the City to rebuild within 24 months, the private services to that structure must be severed from the City's mains as required by the City Ordinance.

Disconnection:

The property owner requesting exemption from the Meter (Service) Availability Fee must physically detach the services from the City's water, wastewater and storm water systems.

Requirements:

The property owner is required to:

- 1) Sever his/her private service at the City's main at their expense.

- 2) If the water appurtenances, corporation or saddle in the City inspector's opinion look questionable to failure, City staff may be required to shut down the City's water mains to remove the failing fixtures. These costs will be paid by the property owner.
- 3) If City mains and service connections are under asphalt, concrete or other impervious cover, the property owner will be responsible for the repair or replacement to its original condition or the most current City Standards.
- 4) If the City mains are on the opposite side of the street and construction is required on others' property, the property owner will be responsible for the repairs and replacing to its original condition or most current City Standards.
- 5) The property owner is responsible for removing the property owner's private service that was connected to the City's main within the City right-of-way at his or her expense.
- 6) The property owner will be required to pay for all the required City permits before excavation.
- 7) The property owner is required to call Missouri DIG-RITE, call 1 (800) 344-7483 and have the area services located.
- 8) The property owner is required to contract with a plumber that is licensed, bonded and insured to conduct business with the City of Peculiar.
- 9) The property owner will notify the City inspections department 24 hours before construction begins.
- 10) The water meter well will be backfilled to existing grade by the homeowner.

Once the services are disconnected from the City's main, the City will no longer hold capacity in the City's system for that structure.

The water meter, meter ring and meter lid will be removed by an authorized City staff employee.

The wastewater service will be removed in the City right-of-way, and capped off on the property owner's private property.

Fees:

Permit fees for disconnecting from City water and wastewater mains are half the current water and wastewater connection (tap) fee costs. If the current connection fees are calculated using floor drain costs, those same fees are used to calculate the disconnection fee costs.

Reconnection:

When (in the future) the property owner requests City services, the structure will be considered a new service. All the current costs (tap fees) and specifications/standards will be required to connect to the City's services.

RESOLUTION 2015-26

Resolution to Approve Settlement Agreement

Whereas, a dispute between a City Contractor, Hogan’s Inc. d/b/a Hogan’s Painting and Sandblasting (Hogan’s) and the City, with Hogan’s alleging malfeasance against the City; and

Whereas, after conducting a mediation the dispute has been resolved; and

Whereas, a written settlement agreement disposing of all claims has been agreed to by counsel for the parties; and

Whereas, the City Attorney has requested the Board of Alderman approve the settlement and authorize the City Administrator to execute said agreement for and on behalf of the City;

Now, Be It Resolved: that the Board of Alderman have been fully advised of the terms of the settlement; that it appears to be in the best interest of the City to agree and to accept the terms of the settlement agreement; and the agreement will eliminate any possibility of expensive litigation and an unknown outcome.

Be It Further Resolved: that the City Administrator is authorized and directed to execute the aforementioned Settlement Agreement and take such further action that may be necessary to conclude this dispute.

Alderman Ford Yay:_____Nay:_____

Alderman McCrea Yay:_____Nay:_____

Alderman Hammack Yay:_____Nay:_____

Alderman Turner Yay:_____Nay:_____

Alderman Ray Yay:_____Nay:_____

Alderman Roberts Yay:_____Nay:_____

Approved:

Attest:

Holly Stark, Mayor

Janet Burlingame, City Clerk