

**BOA Meeting Agenda
Peculiar City Board of Aldermen
Work Session Meeting and Public Hearing
City Hall – 250 S. Main St
Monday August 3, 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, August 3, 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
 - A. Tom Broadhurst to Planning Commission -

Resolution 2015-40 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF MR. TOM BROADHURST TO THE PLANNING COMMISSION.
 - B. Mayor Holly Stark to Board of Adjustment -

Resolution 2015-41 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF MAYOR HOLLY STARK TO THE BOARD OF ADJUSTMENT.
6. New Business –
 - A. Resolution 2015-42 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH BURNS & MCDONNELL ENGINEERS FOR PROFESSIONAL SERVICES FOR A PROPOSED WATER TAP FEE ENGINEERING STUDY FOR THE CITY OF PECULIAR, MO.
 - B. Resolution 2015-43 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH BURNS & MCDONNELL ENGINEERS FOR PROFESSIONAL SERVICES FOR A PROPOSED WATER SYSTEM VALUE ENGINEERING STUDY FOR THE CITY OF PECULIAR, MO.
 - C. Resolution 2015-44 - 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 FINAL DESIGN, ADVERTISEMENT AND CONSTRUCTION PHASE SERVICES OF THE STORM WATER DETENTION BASIN NORTHWEST OF SCHOOL ROAD AND ELM STREET PERTAINING TO THE I-49 & 211TH STREET INTERCHANGE AND 211TH STREET IMPROVEMENTS PROJECT.
 - D. Resolution 2015-45 - A RESOLUTION OF THE BOARD OF ALDERMEN, OF THE CITY OF PECULIAR, MISSOURI CALLING FOR A SPECIAL ELECTION ON NOVEMBER 3, 2015
 - E. Bill No. 2015-19 - AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI, IMPOSING A MOTOR FUEL FEE TO BE USED TO FUND THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, REPAIR, AND SIGNING OF ROADS AND STREETS AT THE RATE OF ONE CENT (\$0.01) PER GALLON TO BE IMPOSED ON ALL MERCHANTS FOR THE SALE OF FUEL USED FOR PROPELLING MOTOR VEHICLES PURSUANT TO THE AUTHORITY GRANTED BY AND SUBJECT TO THE PROVISIONS OF ARTICLE IV SECTION 30(A) OF THE MISSOURI CONSTITUTION; AND PROVIDING FOR SUBMISSION OF THE PROPOSAL TO THE QUALIFIED VOTERS OF THE CITY FOR THEIR APPROVAL AT THE SPECIAL ELECTION CALLED AND TO BE HELD IN THE CITY ON NOVEMBER 3, 2015

**1st Reading*

7. **Aldermen Concerns**
8. **Aldermen Directives**
9. **Adjournment**

City Administrator
Brad Ratliff

City Clerk
Janet Burlingame

City Engineer
Carl Brooks

Business Office
Trudy Prickett



Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Reid Holbrook

Parks Director
Grant Purkey

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

To: Board of Alderman
From: Clifford L. McDonald
Date: August 3, 2015
Re: *Appointment of Mr. Tom Broadhurst to the Planning Commission*

GENERAL INFORMATION

Applicant: Mayor Stark

Status of Applicant: N/A

Requested Actions: Board of Aldermen to consider appointing Mr. Tom Broadhurst to the Planning Commission to fill the Mayor's position and complete the her appointed term which expires April 21st, 2016.

Date of Application: July 30, 2015

Purpose: The purpose is to consider appointing Mr. Tom Broadhurst to the Planning Commission to fill the Mayor's position and complete the her appointed term which expires April 21st, 2016.

Property Location (if applicable): N/A

PROPOSAL

See "Requested Actions" above.

PREVIOUS ACTIONS

None.

KEY ISSUES

Per Section 430.010 (Planning Commission) Established – Composition. The Planning Commission is composed of seven (7) members: five (5) Citizen members, the Mayor (or the Mayor's designate), and a member of the Board of Aldermen.

The Mayor, by the above Ordinance, has the option of either serving on the Planning Commission or appointing a designate to fill the position during her term of office. Mayor Stark has recommended that Mr. Tom Broadhurst complete the her appointed term which expires April 21st, 2016.

The five (5) Citizen members serve terms of four (4) years unless they replace a Commissioner in mid term, then they serve the balance of that Commissioner's term. The "term" of the Mayor, Mayor's designate and Board of Aldermen member are not specified but will be no longer than the term of election.

STAFF COMMENTS AND SUGGESTIONS

Tom Broadhurst has lived in Peculiar for nine (9) years, has volunteered to fill the Mayor's position on the Planning Commission and would like to see the City continue to make forward progress. I believe he would be a tremendous asset to both the City and Planning Commission with this appointment.

STAFF RECOMMENDATION

Favorably consider appointing Tom Broadhurst to the Planning Commission for the balance of the Mayor's appointment which expires April 21st, 2016.

ATTACHMENTS

1. Resolution for Appointment
2. Mr. Broadhurst's Boards/Commissions Application form.

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

RESOLUTION 2015-40

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF MR. TOM BROADHURST TO THE PLANNING COMMISSION

WHEREAS, the Board of Aldermen have determined a need to appoint a member to the Planning Commission to complete the appointed term of Mayor Stark; and

WHEREAS, Mr. Tom Broadhurst has volunteered to serve on the Planning Commission and meets the qualifications for appointment to this Commission; and

WHEREAS, said appointment shall commence with the effective date of this resolution and expire on April 21st, 2016; and

WHEREAS, Mayor Holly Stark recommends the appointment of Mr. Tom Broadhurst 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 Mr. Tom Broadhurst 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

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

Boards / Commissions of Interest:

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

Name: Tom Broadhurst **Home Phone:** 816-645-0953
Address: 11104 Timber Creek Dr **Alternate Phone:** _____
City, State, Zip: Peculiar, MO 64078 **Email Address:** tbroadhu@gmail.com
Ward: 1) 2) _____ 3) _____ (contact City Hall if you are unsure of your Ward)

Education: (Please mark the highest level completed)

High School (please list the High School you attended) McDonald County High School
 College (please list College/University and Degree) Longview Community College - Associate in Ind Mgt

Current Employment:

Employer: Hallmark Cards, Inc **Position:** Capacity Planner
Address: 25th & Mcgee, KC. MO **Work Phone:** 816.545.6244

Have you previously served on a City Board or Commission? Yes No If Yes, please describe:
Parks & Rec Board and Ray-Pec School Board

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

Why do you want to serve on this Board/Commission? I have lived in the city for nine years. I would like to see the city continue to make forward progress that is in the best interest of our residents and the future of our city.

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

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

BOA Member Name: _____ **Relationship:** _____

Signature: Tom Broadhurst **Date:** 7/30/2015

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

City Clerk
Janet Burlingame

City Engineer
Carl Brooks

Business Office
Trudy Prickett



Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Reid Holbrook

Parks Director
Grant Purkey

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

To: Board of Alderman
From: Clifford L. McDonald
Date: August 3, 2015
Re: *Appointment of Mayor Holly Stark to the Board of Adjustment*

GENERAL INFORMATION

Applicant: Mayor Stark

Status of Applicant: N/A

Requested Actions: Board of Aldermen to consider appointing Mayor Holly Stark to the Board of Adjustment for a term of One (1) Year.

Date of Application: July 30, 2015

Purpose: The purpose is to consider appointing Mayor Holly Stark to the Board of Adjustment for a term of One (1) Year.

Property Location (if applicable): N/A

PROPOSAL

See “Requested Actions” above.

PREVIOUS ACTIONS

None.

KEY ISSUES

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

There is one opening on the Board of Adjustment which Mayor Stark has volunteered to fill. I asked Mr. Holbrook to investigate the appointment of an elected official to ensure compliance with State Statute – he found nothing to prohibit the appointment of the Mayor to this Board.

Typically the five (5) members serve terms of four (4) years unless they replace a Board Member in mid term, then they serve the balance of that term. The “term” for the Mayor is not specified but should be no longer than one (1) year or the term of election.

STAFF COMMENTS AND SUGGESTIONS

Mayor Stark has previously served on the City's Planning Commission and has served with distinction as both an Alderman and Mayor of the City of Peculiar - I believe she would be a tremendous asset to both the City and Board of Adjustment with this appointment.

STAFF RECOMMENDATION

Favorably consider appointing Mayor Holly Stark to the Board of Adjustment for a term of One (1) Year.

ATTACHMENTS

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

RESOLUTION 2015-41

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF MAYOR HOLLY STARK TO THE BOARD OF ADJUSTMENT

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

WHEREAS, Mayor Holly Stark meets the qualifications for appointment to this board; and

WHEREAS, said appointment shall carry a term of one (1) year commencing with the effective date of this resolution; and

WHEREAS, Mayor Holly Stark has volunteered to serve on the Board of Adjustment upon approval of the Board of Aldermen

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

Section 1. The Board of Aldermen approves the appointment of Mayor Holly Stark to the Board of Adjustment.

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

THIS RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE THIS _____ DAY OF _____, 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
Grant Purkey

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Phone: (816)779-5212 Facsimile: (816)779-1004

To: Board of Aldermen

From: Carl Brooks

Date: 08/03/15

Re: Resolution 2015-42

GENERAL INFORMATION

Applicant: City Staff

Requested Actions: Authorizing Mayor to Sign Engineering Contract

Date of Application: 07/30/15

Purpose: To have Water Tap Fee Engineering Services Agreement in place to establish revised water tap fee with Burns & McDonnell.

PROPOSAL

City staff has considered an engineering proposal from Burns & McDonnell to perform a Water Tap Fee study for the City of Peculiar. The water tap fee study will select the tap fee determination methodology. Using the selected methodology, calculation of tap fees will be determined.

As indicated in the proposed scope, the amount of the contract is \$28,280.00. Funding of the water tap fee study would be from the 2013 revenue bonds.

PREVIOUS ACTIONS

Current (June 2015) Comprehensive Fee Schedule attached.

STAFF COMMENTS AND SUGGESTIONS

Water tap fees are designed to recover the capital cost associated with the infrastructure needed to provide water to new customers and cover the costs associated with the installation of the new water meter.

This water tap fee study would provide recommendations in the best interest for the water customers of the City of Peculiar.

We do not want to be the highest “tap fee” in Cass County, yet we do not want to be the lowest “tap fee” in Cass County.

STAFF RECOMMENDATION

City staff requests approval of the proposed scope of services and fees from the engineer. Staff is recommending that we accept the scope of services and fees in the amount of \$28,280 proposed by the engineer (Burns& McDonnell).

ATTACHMENTS

Resolution 2015-42

Letter Agreement for Professional Services

Exhibit A: Scope of Services

Hourly Rates

Water Tap Fee Engineering Fees

Terms & Conditions

Comprehensive Fee Schedule

RESOLUTION 2015-42

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH BURNS & MCDONNELL ENGINEERS FOR PROFESSIONAL SERVICES FOR A PROPOSED WATER TAP FEE ENGINEERING STUDY FOR THE CITY OF PECULIAR, MO

WHEREAS, the City of Peculiar requested qualification statements from engineering firms to provide and perform a Water Tap Fee Engineering Study, and

WHEREAS, the City of Peculiar has requested Burns & McDonnell Engineers to provide a scope and fee for professional services for a Water Tap Fee Engineering Study, and

WHEREAS, the Water Tap Fee Study would select the tap fee determination methodology, and using the selected methodology, calculation of tap fees would be determined, and

WHEREAS, the Water Tap Fee Study would be designed to recover the capital cost associated with the infrastructure needed to provide water to new customers and cover the costs associated with the installation.

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 for with Burns & McDonnell Engineers for the Water Tap Fee Study for the City of Peculiar

Section 2. The fee for the professional services shall not exceed \$28,280.00.

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



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

July 24, 2015

Mr. Carl Brooks, P.E. – City Engineer
City of Peculiar, Missouri,
250 S. Main Street
Peculiar, MO 64078

Re: Tap Fee Determination and Financial Feasibility

Dear Mr. Brooks,

In accordance with your request of June 19, 2015, we are pleased to submit our letter agreement for Professional Engineering Services on the referenced Project as follows. If acceptable, please sign where indicated and return a fully executed copy to the undersigned. Any changes you make are subject to our acceptance in writing. For purposed of this Agreement, City of Peculiar, Missouri, is hereafter referred to as the CLIENT and Burns & McDonnell Engineering Company, Inc. is hereafter referred to as the CONSULTANT.

PROJECT:

CLIENT requests CONSULTANT to provide Services as set out in this Letter Agreement on the following Project.

- A. CONSULTANT will assess water tap fees resulting from the update and review of the 2014 Water Systems Engineering Report. Update and review of the Water Systems Engineering Report will be performed under separate contract and is not included in this Scope of Services.

SCOPE OF SERVICES:

The Services to be provided by CONSULTANT for CLIENT are as follows:

- A. The Services are set out more fully in the attached Exhibit A.

TIME OF SERVICE:

- A. CONSULTANT will proceed with providing the services set forth herein within approximately five (5) days of the execution of this Agreement. It is anticipated that these services will be completed within approximately Ninety (90) days of the execution of this Agreement and after completion of the update and review of the 2014 Water Systems Engineering Report.

RESPONSIBILITIES OF CLIENT:

It is our understanding CLIENT will provide the following:

- A. Assistance by placing at CONSULTANT’s disposal all available information pertinent to the Scope of Services on this Project, including previous reports and any other data relative thereto. CONSULTANT shall rely on information made available by CLIENT as accurate without independent verification.

COMPENSATION:

- A. Amount of Payment
 - 1. For Services performed, CLIENT shall pay CONSULTANT as follows:

City of Peculiar, Missouri,
July 24, 2015
Page 2 of 3

- a. For time spent by personnel, payment at the hourly rates indicated in the attached "Schedule of Hourly Professional Service Billing Rates" Form BMR915. Such rates include overhead and profit. The rate schedule is effective to December 31, 2015, and will be increased annually thereafter.
 - b. For photocopy, telephone, fax, normal computer usage and computer-aided drafting (CAD), and mail, a technology charge per labor hour as specified on the rate schedule in effect at the time the Service is provided.
 - c. For expenses incurred by CONSULTANT, such as authorized travel and subsistence, including airfare, food, lodging, automobile rental, commercial services, and incidental expenses, the cost to CONSULTANT plus ten percent (10%).
 - d. For reproduction, company vehicle usage, and testing apparatus, amounts will be charged according to the CONSULTANT's standard rates in effect at the time the Service is provided.
2. Taxes: Any sales or use taxes, or their equivalent, imposed by state, local or other authorities shall be in addition to the compensation stated under "Amount of Payment."
 3. Total payment for the Scope of Services described herein, not including expenses, is estimated to be Twenty-Eight Thousand Two Hundred Eighty Dollars (\$28,280.00), but is not a guaranteed maximum, however, this amount shall not be exceeded without prior written consent of CLIENT.
 4. Statements:
 - a. Monthly statements shall be submitted by CONSULTANT to CLIENT covering Services performed and expenses incurred during preceding month.
 - b. Statements will set forth: hours worked by each person, total hours worked and total labor billing, and a summary of expenses and charges. Upon request, documentation of reimbursable expenses included in the statement will be provided.

TERMS AND CONDITIONS:

The attached Terms and Conditions for Professional Services is incorporated and made a part of this Agreement.



City of Peculiar, Missouri,
July 24, 2015
Page 3 of 3

We appreciate the opportunity to present this Proposal. If it is acceptable, please sign and return one copy for our file.

Sincerely,

David F. Naumann
Project Manager

Enclosures:

Exhibit A: Scope of Services
Schedule of Hourly Professional Service Billing Rates
Terms and Conditions for Professional Services

ACCEPTED:

CITY OF PECULIAR, MISSOURI,

By: _____

Title: _____

Date: _____

EXHIBIT A – SCOPE OF SERVICES

Task 1 – Assess Tap Fee Determination Methodology

CONSULTANT will assist the CLIENT in selecting a tap fee determination methodology. The tap fee methodology will result in recommendation of new tap fees or confirmation of the existing tap fee. The tap fee assessment will incorporate any new or modified capital improvement recommendations from the update and review of the 2014 Water System Engineering Report.

Task 1.1 – Initial Meeting and Data Collection

An initial data request will be prepared and submitted to the CLIENT. CONSULTANT will meet with the CLIENT to discuss the approach to tap fees and data available to support the analysis. At a minimum, the following items will be explored with the CLIENT at the initial meeting:

- A review of the CLIENT's written policies regarding the recovery of growth-related capital costs, as available.
- A review of available prior studies regarding the development of tap fees will also be completed.
- Depth of data available to support the study.
- Methodology and approach to calculating tap fees.

Methodologies available to determine tap fees include a buy-in approach, an incremental cost approach, or a combination of the two. The buy-in approach determines equity in the system regarding backbone assets (transmission mains, storage, etc.) and calculates a fee based on existing assets in the system. The incremental cost approach determines a fee based on growth-related capital projects and the capacity created for future connections. A hybrid approach includes a combination of both approaches. CONSULTANT will recommend an approach after a review of past tap fee practices, availability of data, and discussions with the CLIENT.

Task 1.2 – Calculation of Tap Fees

Using the selected methodology, CONSULTANT will calculate tap fees for the CLIENT water system. Depending on the approach, the value of the backbone investment available for growth in the water system will be determined either through analysis of fixed asset data records or through a review of the major CIP program to identify growth-related projects. CONSULTANT will review and evaluate funding mechanisms for this investment to determine the amount of credit, if any, to be applied to the system investment. Debt service related to major system components that are being paid through user charges must be recognized to avoid "double payment" for capital facilities. If applicable, CONSULTANT will review available master planning and capital improvement information to determine the capacity of major system components. CONSULTANT will utilize available capital cost information and system capacity data to determine an equitable tap fee by connection size for the CLIENT's water system. A comparison of tap fees to regional utilities will be included.

Task 1.3 – Report and Presentation of Results

CONSULTANT will prepare a draft letter report that summarizes the recommendations for tap fees, methodology, and assumptions used in the study. Feedback from the CLIENT's review of the report will be incorporated as appropriate, and a final letter report will be provided. CONSULTANT will present the findings to the Board of Aldermen.

Task 2 – Financial Feasibility Assessment

CONSULTANT will assess the financial impact of the selected capital improvement plan from the 2014 Water Systems Engineering Report and any modifications resulting from the findings of the update and review of the 2014 Water Systems Engineering Report.

Task 2.1 – Initial Meeting and Data Collection

An initial data request will be prepared and submitted to the CLIENT. Data required will include history on revenues, customers, and billed volumes; annual financial reports; budgets for operation and maintenance expenses; debt service schedules on existing debt; capital improvement plans, and beginning balances. Financial policies governing water utility financial management will also be requested, such as targeted reserve balances and debt service coverage (as applicable).

Task 2.2 – Cash Flow Modeling

A five- to ten-year cash flow model will be developed to examine the sufficiency of water revenues under existing rates to fund operation and maintenance expenses, debt obligations, and capital projects. It is understood that the CLIENT intends user rates to recover costs associated with ongoing asset management of the distribution system, including operation, maintenance, and replacement of existing assets. Additionally, it is understood that a multi-year series of rate increases has been approved. These adjustments will be reflected in the financial planning model. The ability to meet financial policy targets with existing revenues will also be evaluated. Revenues will reflect anticipated growth in system accounts and assumptions regarding usage characteristics. The model will be equipped with scenario capabilities to assess different capital funding scenarios (i.e. increases in tap fees; debt issuance assumptions; cash vs. debt funding strategies, etc.). Proposed revenue adjustments will be forecasted based on the projected revenue requirements associated with different capital improvement plans. Assuming an across the board increase in rates, future rates and typical bills will be estimated to provide decision makers an understanding of the rate payer impact associated with different capital improvement plans.

Task 2.3 – Report and Presentation of Results

CONSULTANT will prepare a draft letter report that summarizes the financial planning scenarios and estimated rate impacts, the methodology used, and assumptions included in the study. Feedback from the CLIENT's review of the report will be incorporated as appropriate, and a final letter report will be provided. CONSULTANT will present the findings to the CLIENT.

Task 3.1 – Project Management & QA/QC

Manage and administer project and allocate resources to complete the project within schedule and budget limitations. Prepare and submit monthly invoices and progress reports with a summary of progress completed to date, activities planned for the next month, a budget status summary (progress vs. invoiced amount), outstanding project issues, potential scope adjustments, and an updated schedule to the CLIENT. CONSULTANT's internal quality control program (QA/QC) will be administered as part of this task.

Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office *	5	\$61.00
Technician *	6	72.00
Assistant *	7	82.00
	8	114.00
	9	131.00
Staff *	10	145.00
	11	158.00
Senior	12	174.00
	13	191.00
Associate	14	202.00
	15	214.00
	16	217.00
	17	225.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at the Level 17 rate plus 25 percent.
4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
5. A technology charge of \$9.95 per labor hour will be billed for normal computer usage, computer aided drafting (CAD) long distance telephone, fax, photocopy and mail services. Specialty items (such as web and video conferencing) are not included in the technology charge.
6. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
7. The services of contract/agency personnel shall be billed to Owner according to the rate sheet as if such contract/agency personnel is a direct employee of Burns & McDonnell.
8. The rates shown above are effective for services through December 31, 2015, and are subject to revision thereafter.



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: Water Systems Engineering Report Update and Review	Date of Letter, Proposal, or Agreement: July 21, 2015
Client: City of Peculiar, Missouri	Client Signature:

1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMcD) will perform the services set forth in the above-referenced Letter, Proposal, or Agreement, in accordance with these Terms and Conditions. BMcD has relied upon the information provided by Client in the preparation of the Proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

2. PAYMENTS TO BMCD

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in BMcD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by BMcD in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BMcD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMcD in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

3. INSURANCE

A. During the course of performance of its services, BMcD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, and Commercial General Liability and Automobile Liability insurance each with combined single limits of \$1,000,000.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMcD as an Additional Insured or to endorse Client and BMcD using ISO form CG 20 10 11 85 endorsement or its equivalent as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMcD in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMcD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and BMcD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of BMcD's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide waivers of subrogation in favor of Client and BMcD for damage covered by any construction contractor's property insurance.

4. INDEMNIFICATION

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BMcD from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and BMcD does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold AE-4 KCO T&C

harmless BMcD from any liability arising from this Project or Agreement, except to the extent caused by BMcD's negligence.

5. PROFESSIONAL RESPONSIBILITY-- LIMITATION OF REMEDIES

A. BMcD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMcD fails to meet the foregoing standard, BMcD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMcD in writing within one year from the completion of BMcD's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

B. In no event will BMcD be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

C. BMcD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BMcD's insurance, will not exceed \$100,000.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility – Limitation of Remedies, are the sole and exclusive obligations of BMcD and remedies of Client, whether liability of BMcD is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

6. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMcD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BMcD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMcD's professional responsibility.

7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by BMcD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMcD's instruments of service. BMcD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMcD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

9. DOCUMENTS

A. All documents prepared by BMcD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are *not intended or represented to be suitable for reuse by Client* or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMcD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMcD.

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents

that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

Estimates, schedules, forecasts, and projections prepared by BMcD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

11. POLLUTION

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

12. ON-SITE SERVICES

A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s)' failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMcD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMcD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMcD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMcD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

13. CHANGES

Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMcD.

14. TERMINATION

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMcD all amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of

twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

15. DISPUTES, NEGOTIATIONS, MEDIATION

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association and shall be held in Kansas City, Missouri.

C. The parties agree that any dispute between them, including any action against an officer, director or employee of a party, arising out of or related to this Agreement, whether in contract or tort, not resolved through direct negotiation and mediation, shall be resolved by litigation in the state or federal courts located in Jackson County, Missouri, and each party expressly consents to jurisdiction therein. Any litigation to compel or enforce, or otherwise affect the mediation shall be in state or federal courts located in Jackson County, Missouri, and each party expressly consents to jurisdiction therein.

D. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMcD's services are substantially complete.

16. WITNESS FEES

A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement.

17. CONTROLLING LAW

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Missouri without regard to any conflicts of law provisions.

18. RIGHTS AND BENEFITS – NO ASSIGNMENT

BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

19. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

20. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

- END -

Tap Fee

Task No.	Task Description	Category	Hourly Rate	Hours	Cost	Item	Quantity	Unit	Cost per Unit	Bare Cost	Total Cost
1.1	Initial Meeting & Data Collection	Associate (17)	225		\$ -						
		Associate (16)	217		\$ -						
		Associate (15)	214		\$ -	Meals & Lodging	0	day	\$ 25.00		
		Associate (14)	202	4	\$ 808.00	Airfare	0	each	\$ 500.00		
		Senior (13)	191	2	\$ 382.00	Car	0	day	\$ 50.00		
		Senior (12)	174		\$ -	Truck	0	Week	\$ 80.00		
		Staff (11)	158		\$ -	Laboratory	0	Lump	\$ 1,000.00		
		Staff (10)	145		\$ -						
		Assistant (9)	131		\$ -						
		Assistant (8)	114	2	\$ 228.00						
		Assistant (7)	82		\$ -						
		Technician (6)	72		\$ -						
		General Office	61		\$ -						
Task Subtotals				8	\$ 1,418.00	Technology Charge	8	hour	\$ 9.95	\$ 79.60	\$ 1,497.60
1.2	Calculation of Tap Fees	Associate (17)	225		\$ -						
		Associate (16)	217		\$ -						
		Associate (15)	214		\$ -	Meals & Lodging	0	day	\$ 25.00		
		Associate (14)	202	8	\$ 1,616.00	Airfare	0	each	\$ 500.00		
		Senior (13)	191	12	\$ 2,292.00	Car	0	day	\$ 50.00		
		Senior (12)	174		\$ -	Truck	0	Week	\$ 80.00		
		Staff (11)	158		\$ -	Laboratory	0	Lump	\$ 1,000.00		
		Staff (10)	145		\$ -						
		Assistant (9)	131		\$ -						
		Assistant (8)	114	28	\$ 3,192.00						
		Assistant (7)	82		\$ -						
		Technician (6)	72		\$ -						
		General Office	61		\$ -						
Task Subtotals				48	\$ 7,100.00	Technology Charge	48	hour	\$ 9.95	\$ 477.60	\$ 7,577.60
1.3	Report & Presentation of Results	Associate (17)	225		\$ -						
		Associate (16)	217		\$ -						
		Associate (15)	214		\$ -	Meals & Lodging	0	day	\$ 25.00		
		Associate (14)	202	12	\$ 2,424.00	Airfare	0	each	\$ 500.00		
		Senior (13)	191	2	\$ 382.00	Car	0	day	\$ 50.00		
		Senior (12)	174		\$ -	Truck	0	Week	\$ 80.00		
		Staff (11)	158		\$ -	Laboratory	0	Lump	\$ 1,000.00		
		Staff (10)	145		\$ -						
		Assistant (9)	131		\$ -						
		Assistant (8)	114	9	\$ 1,026.00						
		Assistant (7)	82		\$ -						
		Technician (6)	72		\$ -						
		General Office	61		\$ -						
Task Subtotals				23	\$ 3,832.00	Technology Charge	23	hour	\$ 9.95	\$ 228.85	\$ 4,060.85
Task Total				79							\$ 13,136.05

Financial Feasibility

Task No.	Task Description	Category	Hourly Rate	Hours	Cost	Item	Quantity	Unit	Cost per Unit	Bare Cost	Total Cost
2.1	Initial Meeting & Data Collection	Associate (17)	225		\$ -						
		Associate (16)	217		\$ -						
		Associate (15)	214		\$ -	Meals & Lodging	0	day	\$ 25.00		
		Associate (14)	202	4	\$ 808.00	Airfare	0	each	\$ 500.00		
		Senior (13)	191	2	\$ 382.00	Car	0	day	\$ 50.00		
		Senior (12)	174		\$ -	Truck	0	Week	\$ 80.00		
		Staff (11)	158		\$ -	Laboratory	0	Lump	\$ 1,000.00		
		Staff (10)	145		\$ -						
		Assistant (9)	131		\$ -						
		Assistant (8)	114	4	\$ 456.00						
		Assistant (7)	82		\$ -						
		Technician (6)	72		\$ -						
		General Office	61		\$ -						
		Task Subtotals				10	\$ 1,646.00	Technology Charge	10	hour	\$ 9.95
										\$ 99.50	\$ 1,745.50
2.2	Cash Flow Modeling	Associate (17)	225		\$ -						
		Associate (16)	217		\$ -						
		Associate (15)	214		\$ -	Meals & Lodging	0	day	\$ 25.00		
		Associate (14)	202	12	\$ 2,424.00	Airfare	0	each	\$ 500.00		
		Senior (13)	191	8	\$ 1,528.00	Car	0	day	\$ 50.00		
		Senior (12)	174		\$ -	Truck	0	Week	\$ 80.00		
		Staff (11)	158		\$ -	Laboratory	0	Lump	\$ 1,000.00		
		Staff (10)	145		\$ -						
		Assistant (9)	131		\$ -						
		Assistant (8)	114	24	\$ 2,736.00						
		Assistant (7)	82		\$ -						
		Technician (6)	72		\$ -						
		General Office	61		\$ -						
		Task Subtotals				44	\$ 6,688.00	Technology Charge	44	hour	\$ 9.95
										\$ 437.80	\$ 7,125.80
2.3	Report & Presentation of Results	Associate (17)	225		\$ -						
		Associate (16)	217		\$ -						
		Associate (15)	214		\$ -	Meals & Lodging	0	day	\$ 25.00		
		Associate (14)	202	12	\$ 2,424.00	Airfare	0	each	\$ 500.00		
		Senior (13)	191	2	\$ 382.00	Car	0	day	\$ 50.00		
		Senior (12)	174		\$ -	Truck	0	Week	\$ 80.00		
		Staff (11)	158		\$ -	Laboratory	0	Lump	\$ 1,000.00		
		Staff (10)	145		\$ -						
		Assistant (9)	131		\$ -						
		Assistant (8)	114	6	\$ 684.00						
		Assistant (7)	82		\$ -						
		Technician (6)	72		\$ -						
		General Office	61		\$ -						
		Task Subtotals				20	\$ 3,490.00	Technology Charge	20	hour	\$ 9.95
										\$ 199.00	\$ 3,689.00
Task Total				74	\$ 11,824.00					\$ 736.30	\$ 12,560.30

Project Management & QA/QC

Task No.	Task Description	Category	Hourly Rate	Hours	Cost	Item	Quantity	Unit	Cost per Unit	Bare Cost	Total Cost
3.1	Initial Meeting & Data Collection	Associate (17)	225		\$ -						
		Associate (16)	217		\$ -						
		Associate (15)	214	4	\$ 856.00	Meals & Lodging	0	day	\$ 25.00		
		Associate (14)	202	8	\$ 1,616.00	Airfare	0	each	\$ 500.00		
		Senior (13)	191		\$ -	Car	0	day	\$ 50.00		
		Senior (12)	174		\$ -	Truck	0	Week	\$ 80.00		
		Staff (11)	158		\$ -	Laboratory	0	Lump	\$ 1,000.00		
		Staff (10)	145		\$ -						
		Assistant (9)	131		\$ -						
		Assistant (8)	114		\$ -						
		Assistant (7)	82		\$ -						
		Technician (6)	72		\$ -						
		General Office	61		\$ -						
		Task Subtotals				12	\$ 2,472.00	Technology Charge	12	hour	\$ 9.95
										\$ 119.40	\$ 2,591.40

CITY OF PECULIAR
COMPREHENSIVE FEE SCHEDULE (Amended, June 2015)
IAW SECTION 400.100: FEES

Planning:

Special Use Permit	\$250
Rezone {Zoning & Comp Plan Amendments}	\$450
Preliminary Plats	\$200 minimum + \$10 per lot
Final Plats	\$200 minimum + \$10 per lot
Variance	\$250 + Court Reporter Costs
Sign	\$ Based on 1997 UBC Valuation Table
Temporary Use Permit	\$20
Temporary Sign Permit	\$20
Public Notice (Newspaper & Certified Mailing)	\$ Actual Cost of Public Noticing

Utilities:

Outside Meter Testing	\$50.00
Water Service Disconnect Fee	\$ (½ Tap Fee)
Water Tap - Residential ¾"	\$1,600 + PWSD #7 fee (\$200 or \$400) if applicable
Water Tap - Commercial 1"	\$1,900
Water Tap - Commercial, > 1"	\$1,900 + Parts Cost
Water Tap – Irrigation	\$1,000
Sewer Service Disconnect Fee	\$ (½ Tap Fee)
Sewer Tap - Residential (Districts R-1, R-2, RE and A-C)	\$2,100
Sewer Tap - Commercial (Districts R-3, R-4, O-C, C-1, C-2 and C-P)	\$2,625 + \$50 per trap
Sewer Tap - Industrial Building (District I-1 and I-2)	\$3,000
Sewer Tap - Non-Resident (Outside City Limits)	\$3,000
Utility Deposit (Water and Sewer) – Residential (Owner Dwelling)	\$150
Utility Deposit (Water and Sewer) – Residential (Rental Dwelling)	\$200
Utility Deposit (Water and Sewer) - Commercial	\$300
Utility Deposit (Sewer only) – Residential or Commercial	\$100

Building Permits:

Real Estate Home Inspection (Water Service for 24 hours)	\$50
Building Permit {Residential, Commercial & Industrial}	\$ Based on 1997 UBC Valuation Table
Building Permit {Driveway, Deck, Pool and Shed}	\$ Based on 1997 UBC Valuation Table
Fence	\$10
Plumbing Inspection Fee - Residential	\$15
Plumbing Inspection Fee - Commercial	\$20
HVAC Inspection Fee - Residential	\$20
HVAC Inspection Fee - Commercial & Industrial	\$35
Electrical Inspection Fee - Residential	\$10
Electrical Inspection Fee - Commercial & Industrial	\$20
Demolition	\$100
Street Cut/ROW Excavation	\$25
Storm Water	\$300
Park Fee Residential	\$300
Park Fee Commercial & Industrial	\$ ____ (\$0.017 per sq. ft.)
East/West Growth Fee Residential	\$1,000
East/West Growth Fee Commercial	\$ 2,625
East/West Growth Fee Industrial	\$ 3,000
Commercial/Industrial Building Plan Review	\$ Actual Cost of Contracted Service (if necessary)

Public Works:

Land-Disturbance Permit (Fully Credited towards an associated Building Permit)	\$300
City Engineer Preliminary Site Plan Review	\$200 + \$50/hr for every hour over (4) hours
City Engineer Final Site Plan Review	\$400 + \$50/hr for every hour over (8) hours
City Engineer Preliminary Plat Review	\$400 + \$50/hr for every hour over (8) hours
City Engineer Final Plat & Infrastructure Review	\$800 + \$50/hr for every hour over (16) hours
Public Works Contract Inspector	\$40 per hour

City Administrator
Brad Ratliff

City Clerk
Janet Burlingame

City Engineer
Carl Brooks

Business Office
Trudy Prickett



Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Reid Holbrook

Parks Director
Grant Purkey

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

To: Board of Aldermen

From: Carl Brooks

Date: 08/03/15

Re: Resolution 2015-43

GENERAL INFORMATION

Applicant: City Staff

Requested Actions: Authorizing Mayor to Sign Engineering Contract

Date of Application: 07/29/15

Purpose: To have a Value Engineering services agreement in place to review the 2014 Water Systems Engineering Report prepared by Larkin Lamp Ryneason with Burns & McDonnell.

PROPOSAL

City staff has considered an engineering proposal from Burns & McDonnell to perform a Value Engineering (VE) study of the City of Peculiar's 2014 Water System Engineering Report completed by Larkin Lamp Ryneason. The VE study/report is to include an evaluation of the current water system needs and compare current supply (Public Water System District No. 2 Cass County) to other available water supplies such as Kansas City, Missouri; Tri-County Water Authority; or Water One of Johnson County, Kansas. The VE report will include a review and update of the hydraulic model of the City's current water transmission and distribution system, the City's anticipated growth rate at 1% over the next 20 years, and the potential for the anticipated development along the 211th street corridor and interchange. An up-to-date and accurate hydraulic model is essential to the City to assist with a future water supply and planning. The VE report is to include recommendable solutions to achieve and maintain technical, managerial, and financial capacity, including compliance with the National Primary Drinking Water Regulations and MDNR regulations.

The City recognizes the need of a Capital Improvement Plan (CIP) to plan for the future needs of a water transmission and distribution system that meets with the MDNR requirements.

As indicated in the proposed scope, the amount of the contract is \$45,600.00. Funding of the VE study would be from the 2013 revenue bonds.

The VE study will evaluate wholesale supply alternatives. The City of Peculiar would like to purchase water directly from a water provider and lower the City's costs. We would also like to see if there is interest with other Cities and PWSD in the area in partnering to purchase water. The VE study will make recommendations for the purchase, water transmission and distribution system improvements over the next 5 years.

PREVIOUS ACTIONS

Recently, the City of Peculiar requested qualification statements from engineering firms to provide and perform a Value Engineering study of the City of Peculiar's 2014 Water System Engineering Report completed by Larkin Lamp Rynearson. City staff received proposals from four (4) engineering firms.

Previously, the City of Peculiar was awarded "*Financial Assistance for Engineering Report Services*" through an engineering grant in the amount of \$26,000.00 from the Missouri Department of Natural Resources (MDNR). The City of Peculiar's 2014 Water System Engineering Report completed by Larkin Lamp Rynearson was completed and approved by MDNR last summer.

In March 2010, the City entered into a contract to purchase all of its water from PWSD #2 Cass County who purchases it from Kansas City Water Services. The City purchases up to 700,000 gallons each day.

In 2009, the citizens of the City of Peculiar have previously voted and authorized bonds to be sold for water and wastewater projects.

As you may know, a couple of years ago the City of Kansas City, MO Water Services Department and PWSD #2 Cass County indicated that they may propose to their whole sale water customers a yearly increase of potentially 12.5%/ year for the next five years.

STAFF COMMENTS AND SUGGESTIONS

Although it has been barely a year since City staff, Mayor and the BOA accepted Larkin's Water System Engineering Report, the following changes with water suppliers and water customers has occurred:

- 1) Water District No. 1 of Jackson County (Grandview) has entered into a contract with Tri-County to bring water to Grandview.
- 2) The City of Belton has once again started a conversation with Water District No. 1 of Johnson County, Kansas on the possibility to bring water to Belton.
- 3) The Village of Lockloyd is also interested in this discussion that the City of Belton is having with Water 1, and
- 4) KCMO WSD has begun discussions with future whole sale customers about a "peaking factor" in addition to their water rates

These contracts and discussions were not being held a year ago, and City staff believes that it is in the best interest of our water customers to thoroughly research where our future water needs to be purchased. "We do not want to make a \$5M mistake."

This VE study would review and provide recommendations in the best interest for the water customers of the City of Peculiar; the best alternative water supply source or a combination of alternate water supply sources, including the consideration of proposed/projected whole sale water rates to the City over the next twenty year time period; and support the need of a new water supply and transmission main.

STAFF RECOMMENDATION

City staff requests approval of the proposed scope of services and fees from the engineer. Staff is recommending that we accept the scope of services and fees in the amount of \$45,600 proposed by the engineer (Burns & McDonnell).

ATTACHMENTS

Resolution 2015-43
Letter Agreement for Professional Services
Exhibit A: Scope of Services
Hourly Rates
Water System Engineering Fees
Terms & Conditions

RESOLUTION 2015-43

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH BURNS & MCDONNELL ENGINEERS FOR PROFESSIONAL SERVICES FOR A PROPOSED WATER SYSTEM VALUE ENGINEERING STUDY FOR THE CITY OF PECULIAR, MO

WHEREAS, the City of Peculiar requested qualification statements from engineering firms to provide and perform a Value Engineering (VE) study of the City of Peculiar’s 2014 Water System Engineering Report completed by Larkin Lamp Rynearson; and

WHEREAS, the City of Peculiar has requested Burns & McDonnell Engineers to provide a scope and fee for professional services for a Value Engineering study of the City of Peculiar’s 2014 Water System Engineering Report, and

WHEREAS, the VE study/report would include an evaluation of the current water system needs and compare current supply (Public Water System District No. 2 Cass County) to other available water supplies, and

WHEREAS, the VE study would review and provide recommendations in the best interest for the water customers of the City of Peculiar; the best alternative water supply source or a combination of alternate water supply sources, and

WHEREAS, the VE study would include a review and update of the hydraulic model of the City’s current water transmission and distribution system, the City’s anticipated growth rate at 1% over the next 20 years, and the potential for the anticipated development along the 211th street corridor and interchange.

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 for with Burns & McDonnell Engineers for the VE study for the City of Peculiar

Section 2. The fee for the professional services shall not exceed \$45,600.00.

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



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

July 24, 2015

Mr. Carl Brooks, P.E. – City Engineer
City of Peculiar, Missouri,
250 S. Main Street
Peculiar, MO 64078

Re: Professional Engineering Services for Water Systems Engineering Report Update and Review

Dear Mr. Brooks,

In accordance with your request of June 19, 2015, we are pleased to submit our letter agreement for Professional Engineering Services on the referenced Project as follows. If acceptable, please sign where indicated and return a fully executed copy to the undersigned. Any changes you make are subject to our acceptance in writing. For purposes of this Agreement, City of Peculiar, Missouri, is hereafter referred to as the CLIENT and Burns & McDonnell Engineering Company, Inc. is hereafter referred to as the CONSULTANT.

PROJECT:

CLIENT requests CONSULTANT to provide Services as set out in this Letter Agreement on the following Project.

A. CONSULTANT will update and review the 2014 Water Systems Engineering Report.

SCOPE OF SERVICES:

The Services to be provided by CONSULTANT for CLIENT are as follows:

A. The Services are set out more fully in the attached Exhibit A.

TIME OF SERVICE:

A. CONSULTANT will proceed with providing the services set forth herein within approximately five (5) days of the execution of this Agreement. It is anticipated that these services will be completed within approximately One Hundred Eighty (180) days of the execution of this Agreement.

RESPONSIBILITIES OF CLIENT:

It is our understanding CLIENT will provide the following:

A. Assistance by placing at CONSULTANT's disposal all available information pertinent to the Scope of Services on this Project, including previous reports and any other data relative thereto. CONSULTANT shall rely on information made available by CLIENT as accurate without independent verification.

COMPENSATION:

A. Amount of Payment

1. For Services performed, CLIENT shall pay CONSULTANT as follows:

a. For time spent by personnel, payment at the hourly rates indicated in the attached "Schedule of Hourly Professional Service Billing Rates" Form BMR915. Such rates

City of Peculiar, Missouri,
July 24, 2015
Page 2 of 3

include overhead and profit. The rate schedule is effective to December 31, 2015, and will be increased annually thereafter.

- b. For photocopy, telephone, fax, normal computer usage and computer-aided drafting (CAD), and mail, a technology charge per labor hour as specified on the rate schedule in effect at the time the Service is provided.
 - c. For expenses incurred by CONSULTANT, such as authorized travel and subsistence, including airfare, food, lodging, automobile rental, commercial services, and incidental expenses, the cost to CONSULTANT plus ten percent (10%).
 - d. For reproduction, company vehicle usage, and testing apparatus, amounts will be charged according to the CONSULTANT's standard rates in effect at the time the Service is provided.
2. Taxes: Any sales or use taxes, or their equivalent, imposed by state, local or other authorities shall be in addition to the compensation stated under "Amount of Payment."
 3. Total payment for the Scope of Services described herein, not including expenses, is estimated to be Forty-Five Thousand Six Hundred Dollars (\$45,600.00), but is not a guaranteed maximum, however, this amount shall not be exceeded without prior written consent of CLIENT.
 4. Statements:
 - a. Monthly statements shall be submitted by CONSULTANT to CLIENT covering Services performed and expenses incurred during preceding month.
 - b. Statements will set forth: hours worked by each person, total hours worked and total labor billing, and a summary of expenses and charges. Upon request, documentation of reimbursable expenses included in the statement will be provided.

TERMS AND CONDITIONS:

The attached Terms and Conditions for Professional Services is incorporated and made a part of this Agreement.



City of Peculiar, Missouri,
July 24, 2015
Page 3 of 3

We appreciate the opportunity to present this Proposal. If it is acceptable, please sign and return one copy for our file.

Sincerely,

Jeffrey D. Barnard
Project Manager

Enclosures:

Exhibit A: Scope of Services
Schedule of Hourly Professional Service Billing Rates
Terms and Conditions for Professional Services

ACCEPTED:

CITY OF PECULIAR, MISSOURI,

By: _____

Title: _____

Date: _____

EXHIBIT A – SCOPE OF SERVICES

Task 1 – 2014 Water Systems Engineering Report Update & Review

Since the publishing of the 2014 Water Systems Engineering Report, water supply options and projected growth in the vicinity of the CLIENT have undergone substantial change. CONSULTANT will evaluate water supply options including Cass County Public Water Supply District No. 2; Kansas City, Missouri; Tri-County Water Authority; and Water One of Johnson County, Kansas. The 211th street interchange on I-49 is anticipated to stimulate additional growth. Growth related infrastructure requirements were not considered in the 2014 Water Systems Engineering Report. Demand projections will be established based on anticipated growth scenarios to account for commercial, industrial, and retail growth at the 211th street interchange over a 30-year time frame. The deliverable for this effort will be an updated water supply evaluation technical memorandum with an updated demand projection and a growth area map. Growth projections will be provided to CONSULTANT by the CLIENT.

Task 1.1 – Kickoff Meeting

A kickoff meeting will be held to review scope, goals, and schedule for the review and update effort. The kickoff meeting will be held at the CLIENT City Hall and will include the project manager and a member of the master plan review team. Much of the necessary information to complete the review effort is included on the CLIENT's internet website; however the CLIENT will provide CONSULTANT with additional information as necessary including the hydraulic distribution system model. CONSULTANT assumes that the hydraulic distribution system model is calibrated, accurate, and functional without independent verification. If the model appears to be un-calibrated, inaccurate, or otherwise not functional after expending up to sixteen (16) hours of service, CLIENT will provide an amendment to the CONSULTANT for additional services.

Task 1.2 – Updated Demand Projections & Hydraulic Model

CONSULTANT will assist the CLIENT with the development of updated demand projections. Demand projections will consider customer growth in the existing residential customer base along with anticipated growth at the 211th Street interchange. Demand projections will forecast from 2015 to 2045. Modeling scenarios will be completed for years 2015 and 2045 projected maximum day demands for each water supply option to identify new infrastructure requirements including distribution and storage. Up to a combined maximum total of eight (8) maximum day supply-demand modeling scenarios will be developed. Two water supply options will be evaluated for maximum day, peak hour, minimum hour and storage replenishment, and fire flow modeling scenarios.

Task 1.3 – Water Supply Update & Review

CONSULTANT will assist the CLIENT with arranging and facilitating a meeting with each water supplier to establish anticipated connection fees, rates, contract terms, and available pressure and capacity at the point of connection. In addition to the evaluation performed, the following will be incorporated into the updated water supply evaluation:

- A review of standard contract terms for each water supply option;
- General assessment of water quality issues including water age, disinfection byproduct potential, and chlorine or chloramine residual for each water supply option; and
- Evaluate present value for each water supply alternative and compare.

Modeling water age via extended period simulation is not included in this scope of work.

Task 1.4 – Report and Presentation of Results

CONSULTANT will prepare a draft letter report that summarizes the findings and include an updated capital improvements program for the selected water supply option. Feedback from the CLIENT’s review of the report will be incorporated as appropriate, and a final letter report will be provided. CONSULTANT will present the findings to the Board of Aldermen.

Task 1.5 – Project Management & QA/QC

Manage and administer project and allocate resources to complete the project within schedule and budget limitations. Prepare and submit monthly invoices and progress reports with a summary of progress completed to date, activities planned for the next month, a budget status summary (progress vs. invoiced amount), outstanding project issues, potential scope adjustments, and an updated schedule to the CLIENT. CONSULTANT’s internal quality control program (QA/QC) will be administered as part of this task.

Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office *	5	\$61.00
Technician *	6	72.00
Assistant *	7	82.00
	8	114.00
	9	131.00
Staff *	10	145.00
	11	158.00
Senior	12	174.00
	13	191.00
Associate	14	202.00
	15	214.00
	16	217.00
	17	225.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at the Level 17 rate plus 25 percent.
4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
5. A technology charge of \$9.95 per labor hour will be billed for normal computer usage, computer aided drafting (CAD) long distance telephone, fax, photocopy and mail services. Specialty items (such as web and video conferencing) are not included in the technology charge.
6. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
7. The services of contract/agency personnel shall be billed to Owner according to the rate sheet as if such contract/agency personnel is a direct employee of Burns & McDonnell.
8. The rates shown above are effective for services through December 31, 2015, and are subject to revision thereafter.



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: Water Systems Engineering Report Update and Review	Date of Letter, Proposal, or Agreement: July 21, 2015
Client: City of Peculiar, Missouri	Client Signature:

1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMcD) will perform the services set forth in the above-referenced Letter, Proposal, or Agreement, in accordance with these Terms and Conditions. BMcD has relied upon the information provided by Client in the preparation of the Proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

2. PAYMENTS TO BMCD

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in BMcD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by BMcD in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BMcD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMcD in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

3. INSURANCE

A. During the course of performance of its services, BMcD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, and Commercial General Liability and Automobile Liability insurance each with combined single limits of \$1,000,000.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMcD as an Additional Insured or to endorse Client and BMcD using ISO form CG 20 10 11 85 endorsement or its equivalent as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMcD in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMcD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and BMcD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of BMcD's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide waivers of subrogation in favor of Client and BMcD for damage covered by any construction contractor's property insurance.

4. INDEMNIFICATION

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BMcD from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and BMcD does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold AE-4 KCO T&C

harmless BMcD from any liability arising from this Project or Agreement, except to the extent caused by BMcD's negligence.

5. PROFESSIONAL RESPONSIBILITY-- LIMITATION OF REMEDIES

A. BMcD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMcD fails to meet the foregoing standard, BMcD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMcD in writing within one year from the completion of BMcD's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

B. In no event will BMcD be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

C. BMcD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BMcD's insurance, will not exceed \$100,000.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility – Limitation of Remedies, are the sole and exclusive obligations of BMcD and remedies of Client, whether liability of BMcD is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

6. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMcD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BMcD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMcD's professional responsibility.

7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by BMcD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMcD's instruments of service. BMcD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMcD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

9. DOCUMENTS

A. All documents prepared by BMcD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are *not intended or represented to be suitable for reuse by Client* or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMcD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMcD.

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents

that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

Estimates, schedules, forecasts, and projections prepared by BMcD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

11. POLLUTION

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

12. ON-SITE SERVICES

A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s)' failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMcD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMcD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMcD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMcD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

13. CHANGES

Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMcD.

14. TERMINATION

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMcD all amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of

twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

15. DISPUTES, NEGOTIATIONS, MEDIATION

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association and shall be held in Kansas City, Missouri.

C. The parties agree that any dispute between them, including any action against an officer, director or employee of a party, arising out of or related to this Agreement, whether in contract or tort, not resolved through direct negotiation and mediation, shall be resolved by litigation in the state or federal courts located in Jackson County, Missouri, and each party expressly consents to jurisdiction therein. Any litigation to compel or enforce, or otherwise affect the mediation shall be in state or federal courts located in Jackson County, Missouri, and each party expressly consents to jurisdiction therein.

D. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMcD's services are substantially complete.

16. WITNESS FEES

A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement.

17. CONTROLLING LAW

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Missouri without regard to any conflicts of law provisions.

18. RIGHTS AND BENEFITS – NO ASSIGNMENT

BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

19. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

20. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

- END -

Water System Engineering

Task No.	Task Description	Category	Hourly Rate	Hours	Cost	Item	Quantity	Unit	Cost per Unit	Bare Cost	Total Cost
1.1	Kickoff Meeting	Associate (17)	225								
		Associate (16)	217								
		Associate (15)	214				Meals & Lodging	0	day	\$ 25.00	
		Associate (14)	202	8	\$ 1,616.00		Airfare	0	each	\$ 500.00	
		Senior (13)	191				Car	1	day	\$ 50.00	\$ 50.00
		Senior (12)	174				Truck	0	Week	\$ 80.00	
		Staff (11)	158				Laboratory	0	Lump	\$ 1,000.00	
		Staff (10)	145								
		Assistant (9)	131								
		Assistant (8)	114								
		Assistant (7)	82								
		Technician (6)	72								
		General Office	61								
		Task Subtotals				8	\$ 1,616.00	Technology Charge	8	hour	\$ 9.95
Task Total										\$ 129.60	\$ 1,745.60
1.2	Updated Demand Projections & Hydraulic Model	Associate (17)	225								
		Associate (16)	217								
		Associate (15)	214				Meals & Lodging	0	day	\$ 25.00	
		Associate (14)	202	8	\$ 1,616.00		Airfare	0	each	\$ 500.00	
		Senior (13)	191				Car	0	day	\$ 50.00	
		Senior (12)	174	48	\$ 8,352.00		Truck	0	Week	\$ 80.00	
		Staff (11)	158				Laboratory	0	Lump	\$ 1,000.00	
		Staff (10)	145								
		Assistant (9)	131	24	\$ 3,144.00						
		Assistant (8)	114								
		Assistant (7)	82								
		Technician (6)	72								
		General Office	61								
		Task Subtotals				80	\$13,112.00	Technology Charge	80	hour	\$ 9.95
Task Total											\$ 13,908.00
1.3	Water Supply Update & Review	Associate (17)	225								
		Associate (16)	217								
		Associate (15)	214				Meals & Lodging	0	day	\$ 25.00	
		Associate (14)	202	12	\$ 2,424.00		Airfare	0	each	\$ 500.00	
		Senior (13)	191				Car	2	day	\$ 50.00	\$ 100.00
		Senior (12)	174	40	\$ 6,960.00		Truck	0	Week	\$ 80.00	
		Staff (11)	158				Laboratory	0	Lump	\$ 1,000.00	
		Staff (10)	145								
		Assistant (9)	131	32	\$ 4,192.00						
		Assistant (8)	114								
		Assistant (7)	82								
		Technician (6)	72								
		General Office	61								
		Task Subtotals				84	\$13,576.00	Technology Charge	84	hour	\$ 9.95
Task Total											\$ 14,511.80
1.4	Report & Presentation of Results	Associate (17)	225								
		Associate (16)	217								
		Associate (15)	214				Meals & Lodging	0	day	\$ 25.00	
		Associate (14)	202	8	\$ 1,616.00		Airfare	0	each	\$ 500.00	
		Senior (13)	191				Car	1	day	\$ 50.00	\$ 50.00
		Senior (12)	174				Truck	0	Week	\$ 80.00	
		Staff (11)	158	24	\$ 3,792.00		Laboratory	0	Lump	\$ 1,000.00	
		Staff (10)	145								
		Assistant (9)	131	32	\$ 4,192.00						
		Assistant (8)	114								
		Assistant (7)	82								
		Technician (6)	72								
		General Office	61								
		Task Subtotals				64	\$ 9,600.00	Technology Charge	64	hour	\$ 9.95
Task Total											\$ 10,286.80
1.5	Project Management & QA/QC	Associate (17)	225								
		Associate (16)	217								
		Associate (15)	214	8	\$ 1,712.00		Meals & Lodging	0	day	\$ 25.00	
		Associate (14)	202	16	\$ 3,232.00		Airfare	0	each	\$ 500.00	
		Senior (13)	191				Car	0	day	\$ 50.00	
		Senior (12)	174				Truck	0	Week	\$ 80.00	
		Staff (11)	158				Laboratory	0	Lump	\$ 1,000.00	
		Staff (10)	145								
		Assistant (9)	131								
		Assistant (8)	114								
		Assistant (7)	82								
		Technician (6)	72								
		General Office	61								
		Task Subtotals				24	\$ 4,944.00	Technology Charge	24	hour	\$ 9.95
Task Total											\$ 5,182.80
Total				260							\$ 45,635.00

City Administrator
Brad Ratliff

City Clerk
Janet Burlingame

City Engineer
Carl Brooks

Business Office
Trudy Prickett



Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Reid Holbrook

Parks Director
Grant Purkey

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

To: Mayor & Board of Aldermen
From: Carl Brooks, City Engineer (cbrooks@cityofpeculiar.com)
Date: August 3, 2015
Re: Resolution No. 2015-44, Mayor & Board of Alderman (BOA), acceptance of an agreement for the engineering improvements for final design, advertisement and construction phase services of Storm Water Improvements located northwest of School Road and Elm Street pertaining to the I-49 & 211th Street Interchange and 211th Street Improvements projects.

GENERAL INFORMATION

Applicant: City Staff
Requested Actions: Approval of engineering agreement for final design, advertisement and construction phase services of Storm Water Improvements located northwest of School Road and Elm Street pertaining to the I-49 & 211th Street Interchange and 211th Street Improvements projects.
Purpose: Acceptance of the request to start final 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 final design, advertisement and construction phase services of Storm Water Improvements located northwest of School Road and Elm Street pertaining to the I-49 & 211th Street Interchange and 211th Street Improvements projects. For a complete list of scope of services to be provided by the engineer, please refer to Exhibit A, page 4 of 8, which are attached.

The final design, advertisement and construction phase services of Storm Water Improvements located northwest of School Road and Elm Street pertaining to the I-49 & 211th Street Interchange and 211th Street Improvements projects as listed in project fee estimation sheet is not to exceed \$199,000.00.

Based on the 2015 construction cost, the engineer's final design, advertisement and construction phase services fee is 12.5 percent of the construction cost. Engineering consultants generally have the design and advertisement fee of a construction project at 8-12% of the construction cost; and engineering consultants generally have the construction phase services fee of a construction project at 8-12% of the construction cost. Initially, the Engineering consultants construction phase services fee of a construction project was \$114,783.00 or 7.2% of the construction cost. By utilizing City staff to complete many of the CPS, Engineering consultant's construction phase services fee of a construction project was reduced to \$36,783.00 or 2.3% of the construction cost, or a savings to city tax payers of \$78,000.00.

In staff's opinion, the fee for the engineer's final design, advertisement and construction phase services fee is "fair and reasonable".

The engineer proposes to have the final design, and advertisement by the end of the year (December 15, 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) 211th Street Construction Fund, \$8,000,000.00. This was originally budgeted for the I-49 & 211th Street Interchange and 211th Street Improvement projects with general obligation (GO) bonds, with 10% toward local roads. However, since the award of the I-49 & 211th Street Interchange and 211th Street Improvement project was \$1.2 M less than the engineers estimate, and the bonds had to be issued before the bid date. Therefore, use the balance of the GO bonds to fund the \$199,000.00 engineering fees.

PREVIOUS ACTIONS

The City entered into an agreement with Noll & Associates to complete the 2006 Storm Water Master Plan Engineering Report. The project cost to construct an 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. This year, the City Engineer has estimated the construction cost of the project in 2015 to be \$554,000 with contingencies. Recently, the City entered into a conceptual design services of Storm Water Improvements located northwest of School Road and Elm Street with Bartlett & West, and that conceptual design work has been completed with and estimated construction cost of \$1,588,095.18.

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 211th Street projects that will begin later this year. City staff has had preliminary discussions with the land owner(s) and contractor; 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 \$199,000.00 for the final design, advertisement and construction phase services fee 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 engineer’s conceptual review of a “wet’ basin design, and recommends approval of the engineering agreement in an amount not to exceed \$199,000.00. Initially the amount of the engineering agreement was not to exceed \$277,000.00. Due to continued negotiations between the engineer and City staff, the agreement has been reduced by \$78,000.00.

STAFF RECOMMENDATION

City staff recommends the approval of the final design, advertisement and construction phase services fee of Storm Water Improvements located northwest of School Road and Elm Street pertaining to the I-49 & 211th Street Interchange and 211th Street Improvements projects for the “wet” retention basin.

ATTACHMENTS

Bartlett & West Task Order Number 4 for Professional Services for the final design, advertisement and construction phase services of Storm Water Improvements, Exhibit A – Scope of Services, Exhibit B - 2015 Schedule of Hourly Charges, and Project Fee Estimate Sheet.
Engineer’s Opinion of Probable Cost
Resolution 2015-44

RESOLUTION 2015-44

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 FINAL DESIGN, ADVERTISEMENT AND CONSTRUCTION PHASE SERVICES OF THE STORM WATER DETENTION BASIN NORTHWEST OF SCHOOL ROAD AND ELM STREET PERTAINING TO THE I-49 & 211TH STREET INTERCHANGE AND 211TH STREET IMPROVEMENTS PROJECT.

WHEREAS, the Board of Aldermen previously approved the issuance of general obligation bonds towards the I-49 & 211th Street and 211th Street project funds in the Fiscal Year 2014-2015 Budget

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 pertaining to the I-49 & 211th Street and 211th Street project funds:

- 1) Fund 34, 211th Street Construction Fund, \$199,000.00

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 \$199,000.00.

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 3rd day of August, 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

**TASK ORDER
NUMBER 4
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 continued design of stormwater improvements in the City of Peculiar began in Task Order Number 3. It is assumed to consist of field services, final design of the basin and bidding and construction phase services

**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 \$199,000.00 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 – August 4, 2015
- b) Preliminary Plans submittal by September 30, 2015
- c) Final Plans submittal by December 15, 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:

This is the continuation of the conceptual design services done as part of Task Order Number 3. As part of that project, a retention basin was planned to reduce flooding downstream of Mr. Dean's property. The basin was roughly 20 acres in size. This scope continues the project to final design and the preparation of contract documents. Geotechnical services are included as part of this scope as well as bidding and construction phase services.

CONSULTANT shall provide the following:

TASK 1 PROPERTY SURVEYS & EASMENTS

- 1.1 Property surveys to find existing monuments within the project area will be performed. Property surveys will be limited to those impacted by the retention basin construction.
- 1.2 Research and obtain records at the County Recorder's office or City offices for existing plats, property lines, easements and Warranty Deeds. (The services of a title company to perform title and easement searches are not included in this scope.)
- 1.3 Prepare permanent and temporary easement or right-of-way documents (legal descriptions will be prepared for all temporary and permanent takings, and exhibits will only be prepared for permanent takings) to acquire necessary property for construction. The City will insert the legal descriptions and exhibits into their standard forms. It is assumed that right-of-way or easements will be needed on approximately 3 properties. The approximate square footage will be included for each area in the legal descriptions.

TASK 2 TOPOGRAPHIC SURVEYS & DATA COLLECTION

- 2.1 Perform topographic surveys around the area of the proposed retention basin property and cross sections of the existing channel; also including pavement edges, drainage structures, retaining walls, landscaping, private entrances and other features to develop the project mapping. This will supplement the ground survey taken in some of Mr. Dean's property that was used to verify the publically available contour data.
- 2.2 Field locate utilities based on utility company information and/or physical evidence of said utility. Includes call for field locates to MO One-Call and survey of marked underground utilities. CONSULTANT is not responsible for utilities that are not located prior to topographic surveying.
- 2.3 Draw the base map for the project using all survey data, topography, property lines, existing utility easements (from plats), and generated contours on 1' intervals.
- 2.4 Perform a field check of the base maps to check accuracy and appropriate level of detail for design purposes.

TASK 3 HYDRAULIC DESIGN

- 3.1 Develop HEC-RAS Model of existing channel. The model is expected to begin immediately upstream of School Road and end immediately downstream of Twin Oaks Parkway.
- 3.2 From the hydraulic model, determine the allowable flow through the channel to reduce flooding levels. The scope does not include developing downstream improvements.
- 3.3 Refine conceptual retention basin based on Mr. Dean's feedback, interchange earthwork needs, final survey data and allowable flows downstream. It is not expected that the basin will prevent all flooding downstream in large storm events.

- 3.4 Prepare for and conduct a public meeting (“Open House Style”) to receive feedback from the general public and property owners. Sign-in sheets, brief questionnaire/comments forms will also be prepared in addition to exhibits. The City will determine list of invitees and mail/provide notice of advertisement for the public meetings.
- 3.5 Coordinate with Mr. Dean, his representatives and local contractors during retention basin layout.
- 3.6 Meet with City staff and stakeholders to review public meeting feedback and design status.

TASK 4 60% DESIGN SUBMITTAL

- 4.1 Incorporate City and stakeholder comments from the design meeting and public meeting.
- 4.2 Finalize retention basin grading based on stakeholder comments and providing proper storage.
- 4.3 Finalize retention basin outlet structure based on stakeholder comments including proper opening sizes and elevations. Locate and size spillway or other overflow structures. Water quality design is not included in this scope of work.
- 4.4 Calculate final storage/elevation and discharge/elevation curves from grading and discharge structure design. Input values into HEC-HMS to determine revised retention basin flow rates. Document design calculations in the form of tables to be inserted in plan sheets.
- 4.5 Apply for land disturbance permit (NPDES) and Corp of Engineers permits. The City is to be the applicant and pay associated fees for all permits. Assumes the project will not qualify for a Nationwide permit and an individual permit will be required. The scope does not include mitigation plans.
- 4.6 Develop preliminary plans for the proposed improvements. Construction drawings will be prepared on 22" x 34" size sheets. The scale shall be as determined to be appropriate. The 60% Design plan set is anticipated to include:
 - 4.6.1 Cover Sheet
 - 4.6.2 Grading Plan Sheet
 - 4.6.3 Discharge Structure Details
 - 4.6.4 Cross Sections of Dam
 - 4.6.5 Sanitary Sewer Relocation Plan
- 4.7 Submit preliminary plans to City. Plans will be submitted in PDF form.
- 4.8 Submit plans to each utility within the project area, and solicit comments/relocation plans from utilities.
- 4.9 Submit an opinion of probable construction costs.
- 4.10 Hold a meeting at the City offices to review plans and cost estimates, and meet with the utility companies regarding the project. Possible conflicts will be addressed. Compile and distribute minutes to all the attendees. Invite all utilities to bring their available information and share their concerns.
- 4.11 Coordinate with geotechnical subconsultant (Terracon expected) to conduct geotechnical investigation and recommendation on slopes, settlement and composition of dam.

TASK 5 90% DESIGN SUBMITTAL

- 5.1 Address comments from the City, public meetings and utility coordination meeting and develop final plans. The plans are anticipated to include:
 - 5.1.1 Cover Sheet
 - 5.1.2 Legend and General Notes
 - 5.1.3 Grading Plan Sheet
 - 5.1.4 Discharge Structure Layout

- 5.1.5 Structural Details of Discharge Structure
- 5.1.6 Details of Dam Composition, assumed to consist of a clay core
- 5.1.7 Details of Earthwork including Quantities and Depths of Topsoil, Clay and other soils
- 5.1.8 Cross Sections of Dam
- 5.1.9 Erosion Control and SWPPP (standard SWPPP to be provided by City)
- 5.1.10 Retention Basin Calculations
- 5.1.11 Sanitary Sewer Relocation Plan/Profile
- 5.2 Develop technical specifications and project manual.
- 5.3 Submit plans, technical specifications and bid documents. Provide City staff plans in both PDF's and AutoCAD format and specifications in Microsoft Word format.
- 5.4 Submit an opinion of probable construction costs.
- 5.5 Submit plans to each utility within the project area, and solicit comments/relocation plans from utilities.
- 5.6 Hold a meeting at the City offices to review plans, specifications and cost estimates, and meet with the utility companies regarding the project. Possible conflicts will be addressed. Compile and distribute minutes to all the attendees.

TASK 6 FINAL DESIGN SUBMITTAL

- 6.1 Revise documents to incorporate modifications from negotiations with property owners and stakeholders and submit a final set of sealed plans and project manual/technical specifications for use in bidding of the contract which address City comments. Furnish City staff copies of plans and specifications in PDF form.

TASK 7 BIDDING PHASE SERVICES

- 7.1 Create advertisement, Notice to Bidders and list of suggested contractors and provide to City for advertisement in the local newspaper. City to make arrangements with paper and send Advertisement to list of contractors directly. City staff to place Notice to Bidders on City website and Demand Star.
- 7.2 Administer the distribution of bidding documents to prospective bidders through QuestCDN. Includes creating a QuestCDN project, uploading PDFs and monitoring bidding process.
- 7.3 Prepare for and conduct a Pre-Bid Conference for prospective bidders at the City offices.
- 7.4 Address bidder questions regarding the plans and contract documents.
- 7.5 Prepare and issue addenda and provide supplemental information or clarification, as appropriate, to interpret, clarify or expand the bidding documents to all prospective bidders during the bidding process.
- 7.6 Evaluate bid tabs and prepare a recommendation concerning the contract award. City to conduct bid opening and prepare bid tab.

TASK 8 CONSTRUCTION ADMINISTRATION

- 8.1 Discuss and interpret plans and specifications from the office as questions may arise during construction. Questions will be answered from within the office by reviewing work performed during the design phase. Any reworking to meet unexpected field conditions is not included.
- 8.2 Review shop drawing and other Contractor submittals on behalf of the City and distribute reviewed submittals. For purposes of this scope of work, it is assumed that the following submittals will be reviewed: concrete mix designs, sanitary sewer pipe material submittals, shop drawings for box culvert and riser, riprap gradation/certifications, and seeding and mulch submittals.

- 8.3 Conduct a site visit to develop the project's punch list and a second site visit to review the completed punch list items.

TASK 9 CONSTRUCTION OBSERVATION

- 9.1 Provide compaction tests during construction (assumed by subconsultant).

TASK 10 RECORD DRAWINGS

- 10.1 Complete record drawings after the construction is complete. Mark-ups of the plans with changes to be made shall be provided by the observer and the Contractor. Record drawings will be provided in PDF format and hard copy, full size plans (2 copies).

TASK 11 PROJECT MANAGEMENT AND COORDINATION

- 11.1 Perform Quality Assurance reviews of project deliverables. Perform field checks of proposed improvement solutions.
- 11.2 Administration and Coordination.
 - 11.2.1 Perform duties necessary for administration of project contract. Prepare and administer project expenses and invoicing to City.
 - 11.2.2 Provide monthly progress reports. Include percent complete for each scope item and for the overall project in a spreadsheet form acceptable to City Engineer.
 - 11.2.3 Coordination with stakeholders including Mr. Dean and local contractors.
 - 11.2.4 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
Development of Construction Documents on Retention Basin near School Road
Task Order Number 4
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		
1 PROPERTY SURVEYS & EASEMENTS	\$210.00	\$164.00	\$106.00	\$140.00	\$90.00	\$95.00					\$4,010.00
1.1 Property surveys to find existing monuments within the project area will be performed. Property surveys will be limited to those impacted by the retention basin construction.		1		8	8		\$2,004.00	Mileage, Equipment	\$300.00	\$2,304.00	
1.2 Research and obtain records at the County Recorder's office or City offices for existing plats, property lines, easements and Warranty Deeds. (The services of a title company to perform title and easement searches are not included in this scope.)			1		4		\$466.00	Mileage, Prints	\$100.00	\$566.00	
1.3 Prepare permanent and temporary easement or right-of-way documents (legal descriptions will be prepared for all temporary and permanent takings, and exhibits will only be prepared for permanent takings) to acquire necessary property for construction. The City will insert the legal descriptions and exhibits into their standard forms. It is assumed that right-of-way or easements will be needed on approximately 3 properties. The approximate square footage will be included for each area in the legal descriptions.		1		4	4		\$1,084.00	CAD	\$56.00	\$1,140.00	
2 TOPOGRAPHIC SURVEYS & DATA COLLECTION											\$11,306.00
2.1 Perform topographic surveys around the area of the proposed retention basin property and cross sections of the existing channel; also including pavement edges, drainage structures, retaining walls, landscaping, private entrances and other features to develop the project mapping. This will supplement the ground survey taken in some of Mr. Dean's property that was used to verify the publically available contour data.		1	2	32	32		\$7,736.00	Mileage, Equipment	\$500.00	\$8,236.00	
2.2 Field locate utilities based on utility company information and/or physical evidence of said utility. Includes call for field locates to MO One-Call and survey of marked underground utilities. CONSULTANT is not responsible for utilities that are not located prior to topographic surveying.			2	4	4		\$1,132.00	Mileage, Equipment	\$100.00	\$1,232.00	
2.3 Draw the base map for the project using all survey data, topography, property lines, existing utility easements (from plats), and generated contours on 1' intervals.		1			8		\$884.00	CAD	\$56.00	\$940.00	
2.4 Perform a field check of the base maps to check accuracy and appropriate level of detail for design purposes.			8				\$848.00	Mileage	\$50.00	\$898.00	
3 HYDRAULIC DESIGN											\$22,882.00
3.1 Develop HEC-RAS Model of existing channel. The model is expected to begin immediately upstream of School Road and end immediately downstream of Twin Oaks Parkway.	1	4	40				\$5,106.00	Prints	\$10.00	\$5,116.00	
3.2 From the hydraulic model, determine the allowable flow through the channel to reduce flooding levels. The scope does not include developing downstream improvements.	1	4	16				\$2,562.00	Prints	\$10.00	\$2,572.00	
3.3 Refine conceptual retention basin based on Mr. Dean's feedback, interchange earthwork needs, final survey data and allowable flows downstream. It is not expected that the basin will prevent all flooding downstream in large storm events.	2	8	24		8		\$4,996.00	CAD, Prints	\$150.00	\$5,146.00	
3.4 Prepare for and conduct a public meeting ("Open House Style") to receive feedback from the general public and property owners. Sign-in sheets, brief questionnaire/comments forms will also be prepared in addition to exhibits. The City will determine list of invitees and mail/provide notice of advertisement for the public meetings.	8	8	4		8		\$4,136.00	Mileage, Prints	\$218.00	\$4,354.00	
3.5 Coordinate with Mr. Dean, his representatives and local contractors during retention basin layout.	4	12	4				\$3,232.00		\$0.00	\$3,232.00	
3.6 Meet with City staff and stakeholders to review public meeting feedback and design status.	6	6					\$2,244.00	Mileage, Prints	\$218.00	\$2,462.00	
4 60% DESIGN SUBMITTAL											\$69,742.00
4.1 Incorporate City and stakeholder comments from the design meeting and public meeting.		4	8				\$1,504.00	CAD	\$28.00	\$1,532.00	
4.2 Finalize retention basin grading based on stakeholder comments and providing proper storage.		2	12				\$1,600.00	CAD	\$84.00	\$1,684.00	
4.3 Finalize retention basin outlet structure based on stakeholder comments including proper opening sizes and elevations. Locate and size spillway or other overflow structures. Water quality design is not included in this scope of work.	1	2	8				\$1,386.00		\$0.00	\$1,386.00	
4.4 Calculate final storage/elevation and discharge/elevation curves from grading and discharge structure design. Input values into HEC-HMS to determine revised retention basin flow rates. Document design calculations in the form of tables to be inserted in plan sheets.	1	4	12				\$2,138.00		\$0.00	\$2,138.00	
4.5 Apply for land disturbance permit (NPDES) and Corp of Engineers permits. The City is to be the applicant and pay associated fees for all permits. Assumes the project will not qualify for a Nationwide permit and an individual permit will be required. The scope does not include mitigation plans.	4	32	24		8	1	\$9,447.00	CAD, Prints	\$48.00	\$9,495.00	
4.6 Develop preliminary plans for the proposed improvements. Construction drawings will be prepared on 22" x 34" size sheets. The scale shall be as determined to be appropriate. The 60% Design plan set is anticipated to include:											
4.6.1 Cover Sheet		1	4		4		\$948.00	CAD, Prints	\$47.00	\$995.00	
4.6.2 Grading Plan Sheet	1	1	12		16		\$3,086.00	CAD, Prints	\$75.00	\$3,161.00	
4.6.3 Discharge Structure Details	1	4	12		16		\$3,578.00	CAD, Prints	\$89.00	\$3,667.00	
4.6.4 Cross Sections of Dam		2	12		8		\$2,320.00	CAD, Prints	\$47.00	\$2,367.00	
4.6.5 Sanitary Sewer Relocation Plan	2	12	24		40		\$8,532.00	CAD, Prints	\$47.00	\$8,579.00	
4.7 Submit preliminary plans to City. Plans will be submitted in PDF form.		1	2		2	1	\$651.00	CAD,	\$14.00	\$665.00	
4.8 Submit plans to each utility within the project area, and solicit comments/relocation plans from utilities.		1	4			1	\$683.00	Prints	\$50.00	\$733.00	

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		
4.9 Submit an opinion of probable construction costs.	1	2	8				\$1,386.00		\$0.00	\$1,386.00	
4.10 Hold a meeting at the City offices to review plans and cost estimates, and meet with the utility companies regarding the project. Possible conflicts will be addressed. Compile and distribute minutes to all the attendees. Invite all utilities to bring their available information and share their concerns.	6	6	4				\$2,668.00	Mileage, Prints	\$188.00	\$2,856.00	
4.11 Coordinate with geotechnical subconsultant (Terracon expected) to conduct geotechnical investigation and recommendation on slopes, settlement and composition of dam.		6	4			2	\$1,598.00	Subconsultant fee	\$27,500.00	\$29,098.00	
5 90% DESIGN SUBMITTAL											\$43,255.00
5.1 Address comments from the City, public meetings and utility coordination meeting and develop final plans. The plans are anticipated to include:											
5.1.1 Cover Sheet			1		2		\$286.00	CAD, Prints	\$20.00	\$306.00	
5.1.2 Legend and General Notes		2	8		8		\$1,896.00	CAD, Prints	\$89.00	\$1,985.00	
5.1.3 Grading Plan Sheet	1	4	8		12		\$2,794.00	CAD, Prints	\$40.00	\$2,834.00	
5.1.4 Discharge Structure Layout	1	1	4		8		\$1,518.00	CAD, Prints	\$40.00	\$1,558.00	
5.1.5 Structural Details of Discharge Structure	1	24	4		40		\$8,170.00	CAD, Prints	\$299.00	\$8,469.00	
5.1.6 Details of Dam Composition, assumed to consist of a clay core	1	2	8		12		\$2,466.00	CAD, Prints	\$33.00	\$2,499.00	
5.1.7 Details of Earthwork including Quantities and Depths of Topsoil, Clay and other soils		4	8		16		\$2,944.00	CAD, Prints	\$33.00	\$2,977.00	
5.1.8 Cross Sections of Dam		4	12		8		\$2,648.00	CAD, Prints	\$33.00	\$2,681.00	
5.1.9 Erosion Control and SWPPP (standard SWPPP to be provided by City)	1	2	4		8		\$1,682.00	CAD, Prints	\$75.00	\$1,757.00	
5.1.10 retention Basin Calculations	1	2	8				\$1,386.00	CAD, Prints	\$33.00	\$1,419.00	
5.1.11 Sanitary Sewer Relocation Plan/Profile	1	4	16		24		\$4,722.00	CAD, Prints	\$33.00	\$4,755.00	
5.2 Develop technical specifications and project manual.	1	16	40			2	\$7,264.00	Prints	\$40.00	\$7,304.00	
5.3 Submit plans, technical specifications and bid documents. Provide City staff plans in both PDF's and AutoCAD format and specifications in Microsoft Word format.		1	2		2	1	\$651.00		\$0.00	\$651.00	
5.4 Submit an opinion of probable construction costs.		1	8			1	\$1,107.00		\$0.00	\$1,107.00	
5.5. Submit plans to each utility within the project area, and solicit comments/relocation plans from utilities.		1	2			1	\$471.00	Prints	\$50.00	\$521.00	
5.6 Hold a meeting at the City offices to review plans, specifications and cost estimates, and meet with the utility companies regarding the project. Possible conflicts will be addressed. Compile and distribute minutes to all the attendees.	6	6					\$2,244.00	Mileage, Prints	\$188.00	\$2,432.00	
6 FINAL DESIGN SUBMITTAL											\$4,265.00
6.1 Revise documents to incorporate modifications from negotiations with property owners and stakeholders and submit a final set of sealed plans and project manual/technical specifications for use in bidding of the contract which address City comments. Furnish City staff copies of plans and specifications in PDF form.	1	4	16		16	1	\$4,097.00	CAD, Prints	\$168.00	\$4,265.00	
7 BIDDING PHASE SERVICES											\$6,757.00
7.1 Create advertisement, Notice to Bidders and list of suggested contractors and provide to City for advertisement in the local newspaper. City to make arrangements with paper and send Advertisement to list of contractors directly. City staff to place Notice to Bidders on City website and Demand Star.		1	1				\$270.00		\$0.00	\$270.00	
7.2 Administer the distribution of bidding documents to prospective bidders through QuestCDN. Includes creating a QuestCDN project, uploading PDFs and monitoring bidding process.		2	4		8	8	\$2,232.00		\$0.00	\$2,232.00	
7.3 Prepare for and conduct a Pre-Bid Conference for prospective bidders at the City offices.		8					\$1,312.00	Mileage	\$69.00	\$1,381.00	
7.4 Address bidder questions regarding the plans and contract documents.	1	2	4				\$962.00		\$0.00	\$962.00	
7.5 Prepare and issue addenda and provide supplemental information or clarification, as appropriate, to interpret, clarify or expand the bidding documents to all prospective bidders during the bidding process.	1	2	4		4		\$1,322.00	CAD, Prints	\$50.00	\$1,372.00	
7.6 Evaluate bid tabs and prepare a recommendation concerning the contract award. City to conduct bid opening and prepare bid tab.		2	2				\$540.00			\$540.00	
8 CONSTRUCTION ADMINISTRATION											\$14,133.00
8.1 Discuss and interpret plans and specifications from the office as questions may arise during construction. Questions will be answered from within the office by reviewing work performed during the design phase. Any reworking to meet unexpected field conditions is not included.		12	24				\$4,512.00		\$0.00	\$4,512.00	
8.2 Review shop drawing and other Contractor submittals on behalf of the City and distribute reviewed submittals. For purposes of this scope of work, it is assumed that the following submittals will be reviewed: concrete mix designs, sanitary sewer pipe material submittals, shop drawings for box culvert and riser, riprap gradation/certifications, and seeding and mulch submittals.	2	12	32			8	\$6,540.00	Prints	\$50.00	\$6,590.00	
8.3 Conduct a site visit to develop the project's punch list and a second site visit to review the completed punch list items.	1	16					\$2,834.00	Mileage, Prints	\$197.00	\$3,031.00	
9 CONSTRUCTION OBSERVATION											\$6,366.00
9.1 Provide compaction tests during construction (assumed by subconsultant).	1	4					\$866.00	Subconsultant fee	\$5,500.00	\$6,366.00	
10 RECORD DRAWINGS											\$3,664.00
10.1 Complete record drawings after the construction is complete. Mark-ups of the plans with changes to be made shall be provided by the observer and the Contractor. Record drawings will be provided in PDF format and hard copy, full size plans (2 copies).		4	8		24		\$3,664.00		\$0.00	\$3,664.00	
11 PROJECT MANAGEMENT AND COORDINATION											\$12,620.00
11.1 Perform Quality Assurance reviews of project deliverables. Perform field checks of proposed improvement solutions.	8	8					\$2,992.00		\$0.00	\$2,992.00	
11.2 Administration and Coordination.											

Tasks							Labor	Other Direct Costs		Total	Subtotal
	TA/Eng. IX	PM/Eng. VI	Eng. I	Surv. VI	Eng. Tech IV	Admin. III	Costs	Item	Cost	Fee	Fee
11.2.1 Perform duties necessary for administration of project contract. Prepare and administer project expenses and invoicing to City.	\$210.00	\$164.00	\$106.00	\$140.00	\$90.00	\$95.00					
		12				12	\$3,108.00		\$0.00	\$3,108.00	
11.2.2 Provide monthly progress reports. Include percent complete for each scope item and for the overall project in a spreadsheet form acceptable to City Engineer.		12	12				\$3,240.00		\$0.00	\$3,240.00	
11.2.3 Coordination with stakeholders including Mr. Dean and local contractors.		8					\$1,312.00		\$0.00	\$1,312.00	
11.3.4 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.		12					\$1,968.00		\$0.00	\$1,968.00	
Totals	68	321	491	48	362	39	\$161,975.00		\$37,025.00	\$199,000.00	
									Grand Total	\$199,000.00	

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
Grant Purkey

To: Board of Aldermen
From: Janet Burlingame
Date: August 3, 2015
Re: Calling for an Election to be held November 3, 2015.

GENERAL INFORMATION

Applicant: Staff
Status of Applicant: City Clerk
Requested Actions: Call for an election to be held November 3rd, 2015.
Purpose: To allow the Voters of Peculiar to vote on a revenue stream for roads.
Property Location (if applicable):

PROPOSAL

To be able to place the Motor Fuel Fee on the November ballot, the Board must call for there to be an election. This resolution will accomplish this task.

PREVIOUS ACTIONS

None.

KEY ISSUES

Getting the Motor Fuel Fee on the November ballot.

STAFF COMMENTS AND SUGGESTION

STAFF RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

STAFF CONTACT: Janet Burlingame, City Clerk
jburlingame@cityofpeculiar.com

RESOLUTION NO. 2015-45

A RESOLUTION OF THE BOARD OF ALDERMEN, OF THE CITY OF PECULIAR, MISSOURI CALLING FOR A SPECIAL ELECTION ON NOVEMBER 3, 2015

WHEREAS, a Special Municipal Election Day in Missouri has been determined to be November 3, 2015.

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

Section 1. A Special Election will be held on November 3, 2015 for the purpose of bringing a question before the qualified voters.

Section 2. The effective date of this ordinance shall be the ___ day of _____, 2015.

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

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

Approved:

Attest:

Holly Stark, Mayor

Janet Burlingame, City Clerk

City Administrator
Brad Ratliff

City Clerk
Janet Burlingame

City Engineer
Carl Brooks

Business Office
Trudy Prickett



Chief of Police
Harry Gurin

City Planner
Cliff McDonald

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Parks Director
Grant Purkey

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

To: Board of Aldermen
From: Janet Burlingame
Date: August 3, 2015
Re: Motor Fuel Fee Issue Bill No. 2015-19

GENERAL INFORMATION

Applicant: Staff
Status of Applicant: City Clerk
Requested Actions: Placing a One Penny Motor Fuel Fee on November 3, 2015 Ballot.
Purpose: To allow the Voters of Peculiar to vote on a revenue stream for roads.
Property Location (if applicable):

PROPOSAL

The City of Peculiar receives fuel tax from the State based on census 10 year populations, not to the point of purchase. Flying J and Casey's receives a lot of car traffic off of I-49. Flying J receives an even larger amount of truck traffic. One (\$0.01) penny would help aid our aging road system in Peculiar. We have many new housing additions in Peculiar but the property taxes are in no way close to addressing the infrastructure needs. The City of Peculiar in 5 years will be facing some direr road conditions as the new developments will start needing their streets overlaid. If we do not find a way to address future street repairs, we will not be able to sustain growth and repairs of our roadway systems in the City. Therefore, we are in hopes that the one (\$0.01) penny will aid us in addressing some of the street issues in the community.

We are estimating that this one (\$0.01) penny could possibly bring in around \$80,000 annually. We should use the first year in collection to base our data on future budgeting of these dollars for road improvements.

This Bill would need 2 readings, scheduled for the August 3rd and August 17th 2015 BOA Meeting to be placed on the November 3, 2015 Special Election as the certification date is August 25, 2015.

PREVIOUS ACTIONS

- Failed to receive the required 2/3 voter approval on the ballot April 2010
- Failed to receive the required 2/3 voter approval on the ballot November 2010
- Failed to receive the required 2/3 voter approval on the ballot April 2014.
- Failed to receive the required 2/3 voter approval on the ballot August 2014.

KEY ISSUES

- Aid in addressing current street repairs.
- Aid in future street repairs.
- Visitors to the community paying for City street repairs.
- More citizens currently talking about the need to approve this fee.
- Must be approved at August 17, 2015 BOA Meeting to be placed on November 2015 Ballot.
- We are unsure the total amount this 1 penny would generate.
- It takes 2/3 or 66.67% of the votes cast to approve this provision.
- The estimate cost of election to place the proposed “Motor Fuel Fee” issue on the November 3, 2015 ballot is \$3,700.00.

STAFF COMMENTS AND SUGGESTION

We would run the issue again before the citizens. We have received numerous citizens requesting us to run the ballot issue again.

STAFF RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

STAFF CONTACT: Janet Burlingame, City Clerk
jburlingame@cityofpeculiar.com

BILL NO. 2015-19
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI, IMPOSING A MOTOR FUEL FEE TO BE USED TO FUND THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, REPAIR, AND SIGNING OF ROADS AND STREETS AT THE RATE OF ONE CENT (\$0.01) PER GALLON TO BE IMPOSED ON ALL MERCHANTS FOR THE SALE OF FUEL USED FOR PROPELLING MOTOR VEHICLES PURSUANT TO THE AUTHORITY GRANTED BY AND SUBJECT TO THE PROVISIONS OF ARTICLE IV SECTION 30(A) OF THE MISSOURI CONSTITUTION; AND PROVIDING FOR SUBMISSION OF THE PROPOSAL TO THE QUALIFIED VOTERS OF THE CITY FOR THEIR APPROVAL AT THE SPECIAL ELECTION CALLED AND TO BE HELD IN THE CITY ON NOVEMBER 3, 2015

WHEREAS, the City is authorized, under Article IV Section 30(a) of the Missouri Constitution, to impose a Motor Fuel Fee at a rate of one cent (\$0.01) per gallon to be imposed on all merchants for the sale of fuel used for propelling motor vehicles in the City; and

WHEREAS, the proposed City Motor Fuel Fee cannot become effective until approved by a two-thirds majority of the voters at a municipal, county or state general, primary or special election;

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

Section 1. Pursuant to the authority granted by, and subject to, the provisions of Article IV Section 30(a) of the Missouri Constitution, a fee, on gasoline, diesel fuel, and/or blended fuels to be used to fund the construction, reconstruction, maintenance, repair, and signing of roads and streets of the City.

Section 2. The rate of the fee shall be one cent (\$0.01) per gallon.

Section 3. This fee shall be submitted to the qualified voters of Peculiar, Missouri, for their approval, as required by the provisions of Article IV Section 30(a) of the Missouri Constitution, at the special election hereby called and to be held in the City on Tuesday, the third (3rd) day of November, 2015. The ballot of submission shall contain substantially the following language:

Shall the City of Peculiar, Missouri impose a Motor Fuel Fee on and paid by gasoline filling stations selling diesel fuel, gasoline, and/or blended fuels, in an amount not to exceed one cent (\$.01) per gallon based on the gallons of motor vehicle fuel sold, the proceeds of which shall be used solely for construction, reconstruction, maintenance, repair, and signing of roads and streets?

[] YES

[] NO

If you are in favor of the question, place an "X" in the box opposite "Yes." If you are opposed to the question, place an "X" in the box opposite "No."

Section 4. This Ordinance shall be in full force and effect on or after the first day of the month next following the adoption of this Ordinance.

First Reading: _____

Second Reading: _____

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

Alderman Hammack _____

Alderman Turner _____

Alderman Ray _____

Alderman McCrea _____

Alderman Ford _____

Alderman Smith _____

APPROVED:

ATTEST:

Holly Stark, Mayor

Janet Burlingame, City Clerk

NOTICE OF ELECTION

Notice is hereby given that the City of Peculiar will hold a
Special Election on Tuesday, November 3, 2015

The following questions will be proposed to the qualified voters of Peculiar, MO:

Shall the City of Peculiar, Missouri impose a Motor Fuel Fee on and paid by gasoline filling stations selling diesel fuel, gasoline, and/or blended fuels, in an amount not to exceed one cent (\$.01) per gallon based on the gallons of motor vehicle fuel sold, the proceeds of which shall be used solely for construction, reconstruction, maintenance, repair, and signing of roads and streets?

YES

NO

**If you are in favor of the question, place an "X" in the box opposite "Yes."
If you are opposed to the question, place an "X" in the box opposite "No."**