

**City of Mexico, Missouri
City Council Meeting Agenda
City Hall
300 N. Coal Street
Mexico, Missouri 65265
May 11, 2015
7:00 p.m.**



- 1. Call to Order**
- 2. Roll Call**
- 3. Presentation**
 - A. Public Works Awareness Week Proclamation
 - B. Vincent Tallo Service Award
Henry Hoover, Crew Leader, Public Works Department
- 4. Approval of Minutes**
 - A. April 27, 2015 – Work Session
 - B. April 27, 2015 – Regular Session
- 5. New Business – Resolution (Reading and Passage)**
 - A. Bill No. 2015 – 28. A Resolution Authorizing the City Manager to Execute Agreements with Various Organizations for Requested Funding from the Mexico Tourism Tax. Reading and Passage.
- 6. New Business – Ordinances (Two Readings By Title Only and Passage)**
 - A. Bill No. 2015 – 29. An Ordinance Accepting A Sanitary Sewer Easement from Mexico Housing Associates II, LP for the Acceptance of the Housing Complex’s Private Line Into the Public System on Teal Lake Road. Two Readings By Title Only and Passage.
 - B. Bill No. 2015 – 30. An Ordinance Authorizing the City Manager to Execute A STP – Urban Program Agreement with the Missouri Highways and Transportation Commission. Two Readings By Title Only and Passage.
- 7. Other Business**
 - A. Claims
- 8. Comments**
 - A. Council
 - B. Public (*Please state name and address for the record and keep comments to a maximum of three minutes*).
- 9. Adjournment**



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PROCLAMATION
CITY OF MEXICO, MISSOURI

WHEREAS, public works infrastructure, facilities, and services are of vital importance to sustainable communities and to the health, safety, and well-being of the people of Mexico, Missouri; and

WHEREAS, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers, and employees from state and local units of government and the private sector, who are responsible for and must plan, design, build, operate, and maintain the transportation, water supply, water treatment, and solid waste systems, public buildings, and other structures and facilities essential to serve our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the United States of America to gain knowledge of and to maintain a progressive interest and understand the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2015 marks the 55th Annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE, I, GREG MILLER, MAYOR OF THE CITY OF MEXICO, MISSOURI, DO HEREBY PROCLAIM THE WEEK OF

MAY 17 - 23, 2015

As

NATIONAL PUBLIC WORKS WEEK

in the City of Mexico, Missouri, and call upon all citizens to pay tribute to our public works professionals, engineers, managers, and employees, and to recognize the substantial contributions they have made to our national health, safety, welfare, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Mexico, Missouri, on this 11th day of May 2015.

MAYOR

CITY OF MEXICO, MISSOURI
CITY COUNCIL MEETING MINUTES
APRIL 27, 2015

The Council of the City of Mexico, Missouri met in work session on April 27, 2015 at 6:00 p.m. in the Council Chambers of City Hall, with the following members present: Mayor Greg Miller; Chairman Pro Tem Chris Williams; Councilmen Steve Nichols, Ron Loesch and Chris Miller. Also present were Bruce R. Slagle, City Manager; Roger D. Haynes, Deputy City Manager; Russell Runge, Assistant City Manager/Economic Development; Susan Rockett, Department of Public Safety Director; Kensey Russell, City Engineer/Public Works Director; Chad Shoemaker, Parks & Recreation Director; Louis Leonatti, City Attorney; Patrick Shaw, IT Specialist; Steve Redmon, Building Official and Marcy LeCount, City Clerk, as well as members of the media and interested citizens.

The Meeting was called to order with Mayor Miller presiding.

COUNCIL DISCUSSION

Community Development Department Update – Rita Jackson, Community Development Director
City Manager Slagle reported that the Community Development Department Update will be rescheduled due to a family medical emergency.

Property Code Amendment Update – Louis J. Leonatti, City Attorney

City Attorney Leonatti, with the assistance of Building Official Redmon, provided an overview for Council Members on the enforcement of property maintenance code and nuisance ordinances. City Attorney Leonatti provided handouts to Council Members. Discussion was held by City Attorney Leonatti and City Council regarding the City's current code and enforcement of violations.

OTHER BUSINESS

No Discussion

ADJOURNMENT

Chairman Pro Tem Loesch moved to close the work session. The motion was seconded by Councilman Williams. The Chair called for a vote and motion carried with the vote as follows: Ayes, Williams, Miller, Nichols, Loesch, Botts. Nays, none.

The City Council Work Session Meeting was adjourned.

MAYOR

CITY CLERK

APPROVED BY COUNCIL MAY 11, 2015

CITY OF MEXICO, MISSOURI
CITY COUNCIL MEETING MINUTES
APRIL 27, 2015

The Council of the City of Mexico, Missouri met in regular session on April 27, 2015 at 7:00 p.m. in the Council Chambers of City Hall, with the following members present: Mayor Greg Miller; Chairman Pro Tem Chris Williams; Councilmen Steve Nichols, Ron Loesch and Chris Miller. Also present were Bruce R. Slagle, City Manager; Roger D. Haynes, Deputy City Manager; Susan Rockett, Department of Public Safety Director; Kensey Russell, City Engineer/Public Works Director; Chad Shoemaker, Parks & Recreation Director and Russell Runge, Community Development Director; Louis Leonatti, City Attorney; Patrick Shaw, IT Specialist; Marcy LeCount, City Clerk; and Council Elect Chris Miller, as well as members of the media and interested citizens.

The Meeting was called to order with Mayor Loesch presiding.

MINUTES – APRIL 13, 2015 – REGULAR SESSION

Chairman Pro Tem Williams moved for approval of the April 13, 2015 regular session minutes as presented. Councilman Nichols seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Nichols, G. Miller, Loesch, C. Miller. Nays, none. The Minutes were approved as presented.

RESOLUTION (READING AND PASSAGE)

Bill No. 2015 – 24. A Resolution Authorizing the City Manager to Enter Into An Agreement with the Presser Performing Arts Center to Assist in Providing Services to Citizens.

City Manager Slagle called upon Director Shoemaker to provide the report.

Director Shoemaker stated that this item authorizes the City Manager to enter into an agreement with the Presser Performing Arts Center to assist in providing services to citizens. The 2014 – 2015 budget allows for the City of Mexico to contribute to the Presser Performing Arts Center (PPAC) the sum of Ten Thousand and No/100Dollars (\$10,000) for the use in providing programs and activities to citizens. The City has provided this level of assistance to the PPAC since 2002. Director Shoemaker recommended Council proceed with reading and passage to Bill No. 2015 - 24.

Councilman Loesch moved for reading of Bill No. 2015 – 24. Chairman Pro Tem Williams seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Nichols, G. Miller, Loesch, C. Miller. Nays, none. Nays, none. Bill No. 2015 – 24 was read in its entirety by Councilman Loesch.

Councilman Loesch moved for passage of Bill No. 2015 – 24. Chairman Pro Tem Williams seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Nichols, G. Miller, Loesch, C. Miller. Nays, none. Nays, none. Bill No. 2015 – 24 was passed as Resolution No. 3724.

Bill No. 2015 – 25. A Resolution Authorizing the City Manager to Execute Agreements with Various Organizations for Requested Funding from the Mexico Tourism Tax.

City Manager Slagle called upon Deputy City Manager Haynes to provide the report.

Deputy City Manager Haynes stated that there is currently a tourism tax that is collected by the hotels/motels within the city limits. This Resolution authorizes the City Manager to execute an agreement with the Prairie Pine Quilt Guild and the Mexico Young Farmers to receive tourism funding for an advertising campaign. The Mexico Tourism Commission has reviewed the application and recommends to the Mexico City Council the distribution of funds as follows:

Prairie Pine Quilt Guild for an annual quilt show advertising - \$250; Mexico Young Farmers for an annual truck & tractor advertising - \$4,000. Deputy City Manager Haynes recommended Council concur with the Mexico Tourism Commission's recommendation and proceed with reading and passage of Bill No. 2015 – 25.

Council Members and Staff held discussion regarding the award of tourism funds.

Chairman Pro Tem Williams moved for reading of Bill No. 2015 – 25. Councilman Loesch seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Nichols, G. Miller, Loesch, C. Miller. Nays, none. Nays, none. Bill No. 2015 – 25 was read in its entirety by Chairman Pro Tem Williams.

Chairman Pro Tem Williams moved for passage of Bill No. 2015 – 25. Councilman Nichols seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Nichols, G. Miller, Loesch, C. Miller. Nays, none. Nays, none. Bill No. 2015 – 25 was passed as Resolution No. 3725.

Bill No. 2015 – 26. A Resolution Authorizing the City Manager to Enter Into An Agreement with McConnell and Associates Corporation for the Construction of Two Post Tensioned Concrete Tennis Courts.

City Manager Slagle called upon Director Shoemaker to provide the report.

Director Shoemaker stated that the 2014 – 2015 budget allows \$200,000 for the construction of two post tensioned concrete tennis courts at Fairgrounds Park. Construction costs will be reimbursed to the City from the Mexico Park Foundation. A Request for Qualifications was advertised in the Mexico Ledger and was also sent to 12 contractors. Three sets of Qualifications were received with McConnell and Associates Corporation being selected as the most qualified. A design build proposal totaling \$190,620 was negotiated for the site grading, engineered fill, installation and surfacing of two courts. Bill No. 2015 - 26 authorizes the City Manager to sign an Agreement with McConnell and Associates Corporation. The Agreement outlines the project, contract time and contract price of the project. Director Shoemaker recommended Council to proceed with reading & passage of Bill No. 2015 – 26.

Council Members and Staff held discussion regarding the construction of the tennis courts and funding availability.

Councilman Nichols moved for reading of Bill No. 2015 – 26. Councilman Loesch seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Nichols, G. Miller, Loesch, C. Miller. Nays, none. Nays, none. Bill No. 2015 – 26 was read in its entirety by Councilman Nichols.

Councilman Nichols moved for passage of Bill No. 2015 – 26. Councilman Loesch seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Nichols, G. Miller, Loesch, C. Miller. Nays, none. Nays, none. Bill No. 2015 – 26 was passed as Resolution No. 3726.

Bill No. 2015 – 27. A Resolution Authorizing the City Manager to Sign Change Order No. 1 with Frech Paving Co. for the 2015 Asphalt Improvement Project.

City Manager Slagle called upon Director Russell to provide the report.

Director Russell stated that the City of Mexico entered into a contract with Frech Paving Co. for the 2015 Asphalt Improvement Project. Due to the savings with low bids on the projects this year Staff was able to add streets to the Asphalt project. (Vine Street from North Western to North Jefferson and Pearson Street from North Western to North Wade). The contract price prior to this change order is \$122,457.11 and the Change Order will add \$28,260.92 for a total of \$150,718.03. Director Russell recommended Council proceed with reading and passage of Bill No. 2015 – 27.

Councilman Miller moved for reading of Bill No. 2015 – 27. Chairman Pro Tem Williams seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Nichols, G. Miller, Loesch, C. Miller. Nays, none. Nays, none. Bill No. 2015 – 27 was read in its entirety by Councilman Miller.

Councilman Miller moved for passage of Bill No. 2015 – 27. Councilman Nichols seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Nichols, G. Miller, Loesch, C. Miller. Nays, none. Nays, none. Bill No. 2015 – 27 was passed as Resolution No. 3727.

OTHER BUSINESS

Appointments to the Industrial Development Authority Board

City Manager Slagle stated that there are currently two openings on the Industrial Development Authority Board which need to be appointed by City Council. Dan Botts and Paul Carlson were contacted to see if there was an interest in serving on this board. Appointments were made to this board in March, with two remaining vacant positions. Industrial Development Authority Board There are currently two openings on this board expiring October 2015. Dan Botts and Paul Carlson, have each expressed an interest in serving on the board. The terms are unexpired six (6) year terms. City Manager Slagle requested Council make appointments to the Industrial Development Authority Board.

Councilman Nichols moved to appoint Dan Botts and Paul Carlson to the Industrial Development Authority Board with terms expiring October 2015. Councilman Miller seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Nichols, G. Miller, Loesch, C. Miller. Nays, none. Nays, none.

Claims

The list of claims was presented for approval.

Councilman Nichols moved for approval of the list of claims as presented. Chairman Pro Tem Williams seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Nichols, G. Miller, Loesch, C. Miller. Nays, none. Nays, none.

The list of claims was approved.

COUNCIL COMMENTS

Councilman Loesch commented on the tennis court project moving forward and congratulated the Audrain Tennis Association for raising funds for the improvements to the courts.

Chairman Pro Tem Williams asked for a pool update. Director Shoemaker provided an update on the pool repair project. Chairman Pro Tem Williams made positive comments on the Earth Day event held by the Parks & Recreation Department.

Councilman Nichols commented on the school district's undefeated golf team. Councilman Nichols inquired into panhandling laws or regulations for the City. City Attorney Leonatti provided additional information to answer Councilman Nichols request. Council Members held discussion regarding regulations for panhandling in other communities.

Councilman Miller expressed thanks to the Department of Public Safety and for other individuals involved in the Rodney Griffin services.

City Manager Slagle commented on the Clean It Up Green It Up event that will be held in Hardin Park on May 2nd.

Mayor Miller expressed thanks to the Department of Public Safety, City of Mexico and City of Centralia in their involvement of the Rodney Griffin services. Mayor Miller inquired about the Morris Street project. Director Russell answered Mayor Miller's request and provided an update on the project.

PUBLIC COMMENTS

Rebecca Fiedler, 1617 Meadow Lane, commented on the passing of the tourism Resolution. Fiedler also commented on the Council's recent discussion of loitering laws being unconstitutional and a recent incident that occurred within a city park.

Ralph Mika, 328 Teal Lake Road, distributed to each Council Member a document and commented on housing concerns, weed and accumulation of debris.

Lois Brace, Executive Director of the Presser Performing Arts Center, expressed appreciation for the Council's continued support of the arts in the community.

Thomas Fiedler, 1617 Meadow Lane, commented on Council's recent discussion on housing regulations and the rights of property owners. Fiedler also spoke on the possibility of a housing program providing incentives for residents and providing safety for Mexico residents.

Rev. Richard Mayson, St. Luke's Methodist Church, commented on attending his first Council Meeting.

ADJOURNMENT INTO EXECUTIVE SESSION PURSUANT TO THE REVISED STATUTES OF MISSOURI § 610.021 (1) LITIGATION

Mayor Miller moved to close the open session. The motion was seconded by Chairman Pro Tem Williams. The Chair called for a vote and motion carried with the vote as follows: Ayes, Williams, Nichols, G. Miller, Loesch, C. Miller. Nays, None.

ADJOURNMENT INTO REGULAR SESSION

No Business Discussed

ADJOURNMENT

Mayor Miller moved to close the open session. The motion was seconded by Councilman Loesch. The Chair called for a vote and motion carried with the vote as follows: Ayes, Williams, Nichols, G. Miller, Loesch, C Miller. Nays, none. Nays, none.

The City Council Regular Session Meeting was adjourned.

MAYOR

CITY CLERK

APPROVED BY COUNCIL MAY 11, 2015

CITY OF MEXICO, MISSOURI
OFFICE OF DEPUTY CITY MANAGER

Agenda: May 11, 2015

Members of City Council
City of Mexico, Missouri

RE: A Resolution Authorizing the City Manager to Execute
Agreements with Various Organizations for Requested Funding
from the Mexico Tourism Tax

Dear City Council Members:

Council approved Bill No. 2015 – 25 at the April 27, 2015 council meeting awarding tourism funding. Bill No. 2015 – 25 contained clerical errors and therefore did not award tourism funding to the Prairie Pine Quilt Guild and the Mexico Young Farmers.

This Resolution is to correct the award of tourism funding to the Prairie Pine Quilt Guild and the Mexico Young Farmers.

As Council is aware, the Mexico Tourism Commission reviewed applications and recommended distribution of funds as follows:

<i>Organization</i>	<i>Festival</i>	<i>Purpose</i>	<i>Amount Requested</i>	<i>Amount Recommended</i>
Prairie Pine Quilt Guild	Annual Quilt Show	Advertising	\$1,447.65	\$250
Mexico Young Farmers	Annual Truck & Tractor	Advertising	\$5,996.00	\$4,000

Staff recommends that Council concur with the Mexico Tourism Commission’s recommendation and proceed with reading and passage of the attached Resolution.

Respectfully submitted,

Roger Haynes
Deputy City Manager

RH Attachments

Reviewed By: Bruce R. Slagle, City Manager

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE AGREEMENTS WITH VARIOUS ORGANIZATIONS FOR
REQUESTED FUNDING FROM THE MEXICO TOURISM TAX**

WHEREAS, the Mexico Tourism Commission recommends to City Council that the Prairie Pine Quilt Guild and Mexico Young Farmers be allowed to receive tourism funding for their tourism advertising campaign.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEXICO, MISSOURI, AS FOLLOWS:

- Section 1. That the City Manager be authorized to enter into an agreement on behalf of the City of Mexico with the Prairie Pine Quilt Guild and Mexico Young Farmers for tourism funding.
- Section 2. This Resolution shall be in full force and effect from and after the time of its passage.

PASSED THIS **11TH** DAY OF **MAY 2015**

MAYOR

ATTEST:

CITY CLERK

CITY OF MEXICO, MISSOURI
OFFICE OF CITY ENGINEER/PUBLIC WORKS DIRECTOR

Agenda: May 11, 2015

Member of City Council
City of Mexico, MO

RE: An Ordinance Accepting A Sanitary Sewer Easement from Mexico Housing Associates II, LP for the Acceptance of the Housing Complex's Private Line Into the Public System on Teal Lake Road

Dear City Council Members:

The attached Ordinance authorizes the City Manager to accept a sanitary sewer easement from Mexico Housing Associates II, LP. The easement allows the City to accept the housing complex's private sewer line on Teal Lake Road into the public system. This is necessary due to the Hope Center, that is currently being constructed further west on Teal Lake Road. The Hope Center requires that a public sewer main be constructed that connects to the housing complex line.

Staff recommends Council proceed with two readings by title only and passage of the attached Ordinance. The Ordinance has been posted the required length of time.

Respectfully submitted,

J. Kensey Russell, PE, LS
City Engineer/Public Works Director

JKR
Attachment

Reviewed by: Bruce R. Slagle, City Manager

AN ORDINANCE ACCEPTING A SANITARY SEWER EASEMENT FROM MEXICO HOUSING ASSOCIATES II, LP FOR THE ACCEPTANCE OF THE HOUSING COMPLEX'S PRIVATE LINE INTO THE PUBLIC SYSTEM ON TEAL LAKE ROAD

WHEREAS, the City of Mexico desires to accept a sanitary sewer easement from Mexico Housing Associates II, LP; and

WHEREAS, the easement would allow the City to accept the housing complex's private sewer line on Teal Lake Road into the public system.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEXICO, MISSOURI AS FOLLOWS:

- Section 1. That the City of Mexico accepts a Sanitary Sewer Easement from Mexico Housing Associates II, LP for the acceptance of the housing complex's private line into the public system on Teal Lake Road.
- Section 2. This Ordinance shall be in full force and effect from and after the time of its passage.

PASSED THIS 11TH DAY OF MAY 2015

MAYOR

ATTEST:

CITY CLERK

Sanitary Sewer Easement

KNOW ALL MEN BY THESE PRESENTS, that **Mexico Housing Associates II LP**, a Missouri limited partnership, herein referred to as Grantor, for and in consideration of the sum of 10 Dollars, and other good and valuable consideration, in hand paid by the **City of Mexico, Missouri**, Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee an easement to construct, lay, maintain, operate, alter, repair, and remove sanitary sewer facilities and appurtenances under, across, over and upon the following land to wit:

A tract of land being in the parent parcels in Section 2, Township 51 North, Range 9 West of the 5th Principle Meridian, Audrain County, Missouri, described in Book 334, Page 080 and Book 329, Page 113 of the land records of Audrain County, for a sanitary sewer easement 10 feet in width being 5 feet on each side of the following described centerline and including the necessary shortenings and elongations of the sides to make a complete easement, more particularly described as follows:

Commence at the northwest corner of the parent parcels being also an iron pipe marking the northwest corner of Survey 4389;

Thence South 0 degrees 26 minutes West, 192.49 feet along the west line of said parent parcel;

Thence North 88 degrees 40 minutes 5 seconds East, 110.53 feet to the point of beginning of the centerline of this easement;

Thence South 87 degrees 51 minutes 46 seconds East, 117.92 feet;

Thence North 3 degrees 51 minutes 41 seconds East, 96.56 feet;

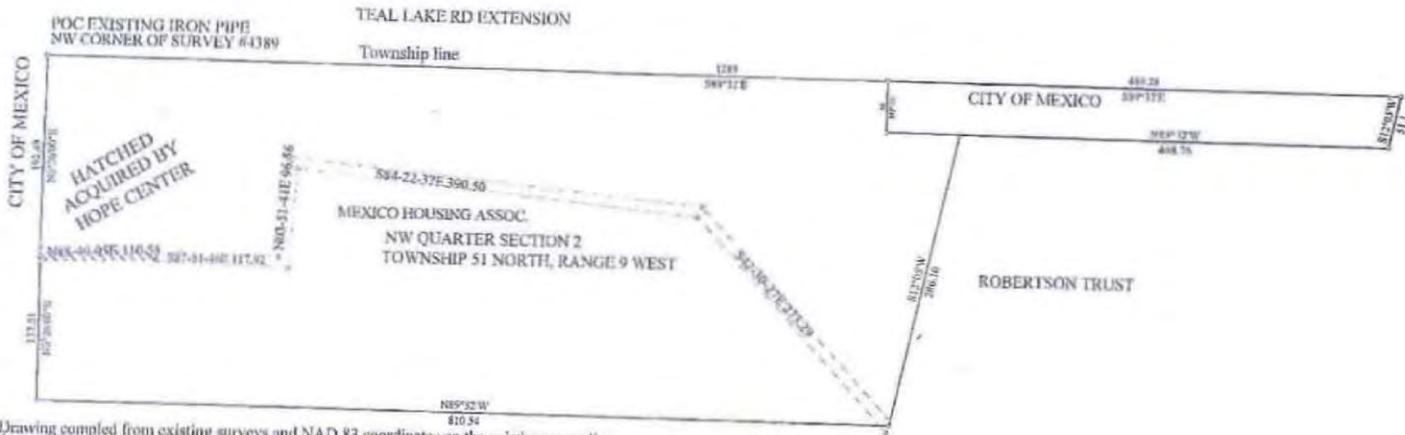
Thence South 84 degrees 22 minutes 37 seconds East, 390.50 feet;

Thence South 42 degrees 30 minutes 27 seconds East, 273.29 feet, to the east and south lines of the parent parcel and there terminating.

Description prepared by:

Joseph Kensey Russell LS, MO-1927





Drawing compiled from existing surveys and NAD 83 coordinates on the existing sewer line

Survey #4389
 Survey Tract 2, 1999 Morton Ratliff
 Teal Lake Mall Survey, 1981 Robert James
 Exhibit A sewer easement for Hope Center
 Mexico Apartments II Development Plan 1981

prepared by Joseph Kelsey Russell MO LS 1927



Title: Exhibit A Sewer Easement		Date: 04-16-2015
Scale: 1 inch = 100 feet	File: Mexico Apt sewer.des	
Tract 1: 6.871 Acres: 299221 Sq Feet: Closure = 063.9848w 0.68 Feet: Precision = 1/4700: Perimeter = 3175 Feet Tract 2: 0.555 Acres: 24196 Sq Feet: Closure = n83.3208w 0.53 Feet: Precision = 1/2031: Perimeter = 1068 Feet Tract 3: 0.025 Acres: 1106 Sq Feet: Closure = n00.2600w 0.01 Feet: Precision = 1/24109: Perimeter = 241 Feet Tract 4: 0.227 Acres: 9893 Sq Feet: Closure = s89.4917w 0.15 Feet: Precision = 1/13325: Perimeter = 1999 Feet		
001-S89.32E 1288	013-N0.00E 50	025-S84.2237e 383.43
002-S12.05W 51.1	014-S07	026-S42.3027e 274.93
003-N89.32W 408.76	015-S0.2600w 5.01	027-S12.0500e 12.27
004-S12.05W 286.10	016-S88.4005e 110.53	028-S42.3027w 271.65
005-N89.32W 810.54	017-S0.2600e 10.01	029-S84.2237w 397.57
006-N0.2600E 137.51	018-S88.4005w 110.53	030-S03.5141w 96.86
007-N0.2600E 192.49	019-S0.2600w 5.01	031-S87.5146w 113.02
008-S00	020-S07	032-S88.4005w 110.45
009-N-S.80 E+798.08	021-S0.2600w 5.01	033-S0.2600w 5.01
010-S89.32E 489.28	022-S88.4005e 110.61	
011-S12.05W 51.1	023-S87.5146e 122.42	
012-S-N89.32W 478.06	024-S03.5141e 96.26	

CITY OF MEXICO, MISSOURI
OFFICE OF PUBLIC WORKS DIRECTOR/CITY ENGINEER

Agenda: May 11, 2015

Members of City Council
City of Mexico, Missouri

RE: An Ordinance Authorizing the City Manager to Execute A
STP – Urban Program Agreement with the Missouri
Highways and Transportation Commission

Dear City Council Members:

This Ordinance authorizes the City Manager to enter into an STP – Urban Program Agreement with the Missouri Highways and Transportation Commission for the widening of Morris and Lakeview Streets, curb and gutter and resurfacing.

Total cost of this improvement project is \$142,000. Federal funds were awarded to the City of Mexico in the amount of \$113,600 for this project. These funds represent 80% of the eligible project costs. The City will be responsible for \$28,400 or 20% of the project cost and is allowed in the 2014 – 2015 annual budget.

Staff recommends Council proceed with two readings by title only and passage of the attached Ordinance authorizing the City Manager to execute a STP – Urban Program Agreement with the Missouri Highways and Transportation Commission. The Ordinance has been posted the required length of time.

Respectfully submitted,

J. Kensey Russell, PE.LS.
Public Works Director/City Engineer

JKR
Attachments

Reviewed by: Bruce R. Slagle, City Manager

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A STP –
URBAN PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

WHEREAS, the City desires to construct certain improvements, described as the widening of Morris and Lakeview Streets, curb and gutter and resurfacing; and

WHEREAS, these improvements are to be designed and constructed in compliance with the provisions of the STP – Urban Program Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEXICO, MISSOURI, AS FOLLOWS:

Section 1. The City Manager is hereby authorized to execute, on behalf of the City of Mexico, a STP – Urban Program Agreement with the Missouri Highways and Transportation Commission.

Section 3. This Ordinance shall be in full force and effect from and after the time of its passage.

PASSED THIS 11TH DAY OF MAY 2015

MAYOR

ATTEST:

CITY CLERK

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 02/15 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STP-4400 (308)
Award Year: 2016
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STP-URBAN PROGRAM AGREEMENT**

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Mexico, Audrain County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, 23 U.S.C. §133 authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STP-4400 (308) involves:

Widen Morris and Lakeview streets. Curb and Gutter and resurface.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STP-4400 (308) by the Commission is within the city limits of Mexico, Missouri. The general

location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:
Morris and Lakeview Streets

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual [and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls]. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of

the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

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

(B) The City will require any contractor procured by the City to work under this Agreement:

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

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(9) **CONSTRUCTION SPECIFICATIONS:** Parties agree that all construction under the STP for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the

surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs that have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. A pro-rata share shall be established for each phase of a project, i.e. Preliminary Engineering, Right of Way, Utilities and Construction. All costs incurred by City will be reimbursed at the pro-rata share established for each project phase. The pro-rata share for federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to that project phase by the total participating costs for that phase. The pro-rata share for the Construction Phase shall be established at concurrence in award and cannot be increased. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP-4400 (308) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices

submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) OMB AUDIT: If the City expend(s) five hundred thousand dollars (\$500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of OMB Circular A-133, if the City expend(s) less than five hundred thousand dollars (\$500,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

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

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

(26) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(27) COMMISSION REPRESENTATIVE: The Commission's **District Engineer** is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:

Facsimile No.: _____

(B) To the Commission:

Facsimile No.: _____

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any

individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction,

the

City may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

[Remainder of Page Intentionally Left Blank]

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

_____ CITY _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____

Title _____

[If needed to authorize a city official
to execute the agreement.]

Ordinance No: _____

Exhibit B – Project Schedule

Project Description: STP-4400 (308)

Task	Date
Date funding is made available or allocated to recipient	5/29/15
Solicitation for Professional Engineering Services (advertised)	
Engineering Services Contract Approved	8/30/15
Conceptual Study (if applicable)	
Preliminary and Right-of-Way Plans Submittal (if Applicable)	12/30/15
Plans, Specifications & Estimate (PS&E) Submittal	
Plans, Specifications & Estimate (PS&E) Approval	8/30/16
Advertisement for Letting	
Bid Opening	
Construction Contract Award or Planning Study completed (REQUIRED)	4/30/17

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.