



PRE-COUNCIL MEETING

Mayor's Conference Room
Municipal Building
Monday, April 7, 2014
6:15 p.m.

MAYOR: MARY ELAINE HORN

MAYOR PRO-TEM: BOB CROSS

Work Session – 6:15 p.m.

1. Presentation – Update on status of Strategic Goals

Committee Meetings – Immediately following work session

PUBLIC SAFETY COMMITTEE Police and Fire	Stephen Galliher, Chair Rebecca LaStrada, Vice Chair
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PUBLIC WORKS COMMITTEE Public Works, Water Pollution Control, Community Development, Water, Parks, Airport, Cemeteries and Community Center	Tolbert Rowe, Chair Wanda Monsees, Vice Chair
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1. Review Bids and Ordinance approving and accepting agreement by and between the City of Sedalia, Missouri and Prism Contractors and Engineers, Inc. for the Sanitary Sewer Collection System Improvements, Phase 1B Project.
2. Review Resolution of the City of Sedalia, Missouri, accepting and supporting the adoption of the 2014 Comprehensive Plan for the City of Sedalia, Missouri.
3. Review Ordinance Repealing Section 2 of Ordinance Number 8447 and adding a ten hour parking restriction regarding the first two parking spaces on the north side of West Fourth Street immediately east of South Kentucky Avenue in the City of Sedalia, Missouri.
4. Review Ordinance approving and accepting an underground facilities locating and marking service agreement by and between the City of Sedalia, Missouri and USIC Locating Services, LLC, an Indiana Corporation.
5. Review Change Order #2 for the Washington Street Bridge Project in the amount of \$94,000. Change order is for painting the bridge.
6. Review Change Order #3 for the Sidewalk Project on Grand from 16th to Broadway. Change order is for final quantity adjustments and decreases contract price by \$13,704.93.
7. Review purchase of a Street Sweeper from Elliott Equipment Company through the MODOT cooperative procurement program in the amount of \$221,669.54.
8. Review purchase of a Tractor with 6 foot rotary mower and seven foot finishing mower from Ag-Power, Inc. through the MODOT cooperative procurement program in the amount of \$26,768.
9. Review Bids for Rock Salt.
10. Review Bids for Snow Plow Blades.
11. Review Ordinance amending Ordinance No. 9940 relating to deleting an existing classification and job description for Crew Foreman for the Public Works Department and amending an existing classification and job description for Crew Supervisor for the Public Works Department.

Click on any agenda item to view the related documentation

FINANCE/ADMINISTRATION COMMITTEE
Administrative, Library and Hospital

Jo Lynn Turley, Chair
Wiley Walter, Vice Chair

1. Review Records Destruction Request from the Personnel Department.
2. Review Records Destruction Request from the Finance Department.
3. Review Ordinance approving and accepting an interlocal participation agreement for cooperative purchasing by and between the City of Sedalia, Missouri and Buy Board National Purchasing Cooperative.
4. Review Ordinance approving and accepting an agreement by and between the City of Sedalia, Missouri and Missouri Department of Corrections, Division of Adult Institutions, Tipton Correctional Center.

IF YOU HAVE SPECIAL NEEDS, WHICH REQUIRE ACCOMMODATION, PLEASE NOTIFY THE CITY CLERK'S OFFICE. ACCOMMODATIONS WILL BE MADE FOR YOUR NEEDS.



CITY COUNCIL MEETING AGENDA

City Council Chambers
Municipal Building
Monday, April 7, 2014
7:00 p.m.

PLEDGE OF ALLEGIANCE, ROLL CALL, SERVICE AWARDS, SPECIAL AWARDS

A. SERVICE AWARDS

1. Paul Withers – Battalion Chief – Fire Department – 35 years of service
2. Sandra Goff – Executive Administrative Assistant – Police Department – 20 years of service
3. Victoria Kottman – Police Officer – Police Department – 15 years of service
4. Daniel Keltner – Police Sergeant – Police Department – 15 years of service

B. SPECIAL AWARDS

1. Retirement – Danny Gresham – Sedalia Public Library – 20 years of service

I. MINUTES

1. Pre-Council Meeting March 17, 2014
2. Regular Council Meeting March 17, 2014
3. City Council Work Session March 24, 2014

II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES

1. Acceptance of Planning & Zoning Commission minutes dated February 12, 2014

III. ROLL CALL OF STANDING COMMITTEES

A. PUBLIC SAFETY – Councilmember Stephen Galliher

B. PUBLIC WORKS – Councilmember Tolbert Rowe

1. Award bid for Sanitary Sewer Collection System Improvements Phase 1B
2. Approve Change Order #2 for the Washington Street Bridge Project
3. Approve Change Order #3 for the Sidewalk Project on Grand from 16th to Broadway
4. Approve purchase of a Street Sweeper from Elliott Equipment Company through the MODOT Cooperative Procurement Program
5. Award purchase of a Tractor with 6' Rotary Mower and 7' Finishing Mower from Ag-Power, Inc. through the MODOT Cooperative Procurement Program
6. Award bid for Rock Salt
7. Award bid for Snow Plow Blades

C. FINANCE / ADMINISTRATION – Councilmember Jo Lynn Turley

1. Approve Records Destruction Request from the Personnel Department
2. Approve Records Destruction Request from the Finance Department

IV. NEW BUSINESS

A. ORDINANCES AND RESOLUTIONS

- Approving and accepting an agreement by and between the City of Sedalia, Missouri and Prism Contractors and Engineers, Inc. for the Sanitary Sewer Collection System Improvements, Phase 1B Project
- Repealing Section 2 of Ordinance Number 8447 and adding a ten hour parking restriction regarding the first two parking spaces on the north side of West Fourth Street immediately east of South Kentucky Avenue in the City of Sedalia, Missouri
- Approving and accepting an underground facilities locating and marking service agreement by and between the City of Sedalia, Missouri and USIC Locating Services, LLC, an Indiana Corporation
- Amending Ordinance No. 9940 relating to deleting an existing classification and job description for Crew Foreman for the Public Works Department and amending an existing classification and job description for Crew Supervisor for the Public Works Department
- Approving and accepting an interlocal participation agreement for cooperative purchasing by and between the City of Sedalia, Missouri and Buy Board National Purchasing Cooperative

Click on any agenda item to view the related documentation

O Approving and accepting an agreement by and between the City of Sedalia, Missouri and Missouri Department of Corrections, Division of Adult Institutions, Tipton Correctional Center

R Accepting and supporting the adoption of the 2014 Comprehensive Plan for the City of Sedalia, Missouri

B. APPOINTMENTS

1. Recommendation from Mayor Horn for appointments to Animal Advisory Control Board.
2. Recommendation from Mayor Horn for the Reappointment of Max Mitchell to the Central Business & Cultural District Board to a term expiring June 2016.

C. LIQUOR LICENSES

Renewal:

- *Steven Hayworth dba E. Street Bar LLC, 1201 E 3rd, Liquor by Drink, \$450
- *Gary Farr dba Patricia's Mexican Restaurant, 3000 S Limit, Liquor by Drink with Sunday Sales, \$750
- *Mandeep Kaur dba Sedalia 66, 120 E 16th, Packaged Liquor with Sunday Sales, \$450
- *Tom Munson dba Bings East, 1709 E Broadway, Packaged Liquor, \$150
- *Allan Whittall dba BPO Elks Lodge #125, 320 S Kentucky, Liquor by Drink, \$450
- *Allan Whittall dba BPO Elks Lodge #125, 312 W 4th, Liquor by Drink, \$450

D. APPROVAL OF DEPARTMENT BILLS

E. MISCELLANEOUS ITEMS FROM MAYOR, CITY COUNCIL AND CITY ADMINISTRATOR

F. GOOD AND WELFARE

G. ADJOURN

IF YOU HAVE SPECIAL NEEDS, WHICH REQUIRE ACCOMMODATION, PLEASE NOTIFY THE CITY CLERK'S OFFICE. ACCOMMODATIONS WILL BE MADE FOR YOUR NEEDS.



OFFICE OF THE CITY ADMINISTRATOR

To: Honorable Mayor Elaine Horn & City Council Members
From: Gary Edwards, City Administrator 
Re: Agenda items for City Council meeting on Monday, April 7, 2014

This meeting begins at 6:15 PM

Presentations:

1. Update on FY15 Strategic Goals – Gary Edwards

Public Safety Committee:

No items

Public Works Committee

1. Review bids and ordinance approving agreement with Prism Contractors and Engineers, Inc. for Phase 1B of the sanitary sewer collection system improvements. The contract amount is \$431,433 and is budgeted within the overall \$30 million sewer project. Six bids were received ranging from \$431,433 to \$524,478.50. Staff and Olsson are recommending that the low bid from Prism Contractors and Engineers be accepted. The work will consist of various piping improvements such as cured-in-place pipe; a rebuilding of various service connections; 15,000 linear feet of television inspection and other associated work. The company is nearing completion of its foreign corporation registration with the State.
2. Review Resolution accepting and supporting the adoption of the Sedalia 2014 Comprehensive Plan. This document is an update of the 2008 Comprehensive Plan. By state law, a Comprehensive Plan must be voted on by the Planning and Zoning Commission. The Sedalia Planning and Zoning Commission has unanimously approved this Plan. The vote was held following numerous public meetings. Acceptance of the plan by the City Council also is an important step in the approval process.
3. Review and ordinance repealing section 2 of Ordinance Number 8447 and adding a ten hour parking restriction regarding the first two parking spaces on the north side of West 4th Street immediately east of South Kentucky. The Pettis County Ambulance District had requested to remove the two hour parking restriction on the first two parking spaces on the north side of West 4th immediately to the east of South Kentucky was unanimously approved by the Citizens Traffic Advisory Commission. In other words, the council is being asked to replace the two hour parking restriction at this location with a ten hour parking restriction. The Commission recommends that the City Council approve this request.
4. Review an ordinance approving and accepting an underground facilities locating and marking service agreement between the City and USIC Locating Services. The City of Sedalia frequently needs to locate underground sewer and storm sewer lines for such things as construction work. Further, it is important that the locates be precise. Incorrect locates could end up damaging city property and curtailing city sewer services and be very costly to the City. This proposed agreement with USIC will allow this company to perform the "locate" service for the City.

5. Review Change Order #2 for the Washington Street Viaduct Project in the amount of \$94,000. This change order pertains to the full cost of painting the viaduct. The work is complete and the viaduct is open to traffic. The Council also approved the painting during recent budget discussions. The total contract price for the project is \$1,309,529.
6. Review Change Order #3 for the sidewalk project on Grand from 16th to Broadway. This is a "deduct" change order and decreases the contract price by \$13,704.93 to a total of \$82,720.56.
7. Review purchase of a street sweeper from Elliott Equipment Company through the MoDOT cooperative procurement program in the amount of \$221,669.54. This is budgeted in the FY15 budget and comes in somewhat under the \$240,000 amount approved by Council.
8. Review purchase of a tractor with a six foot rotary mower and seven foot finishing mower from Ag-Power, Inc. through the MODOT cooperative procurement program in the amount of \$26,768. Thirty-Thousand dollars are budgeted in the FY15 budget for these items. The equipment is used to mow city properties and private properties in violation of city code.
9. Review bids for rock salt. 5 bids were received, one of which was a "no bid". The bids ranged from \$65.17 per ton to \$88.41 per ton. Staff recommends that the Council accept the low bid from Independent Salt Company of Kanapolis, Kansas of \$65.17 per ton. This is an increase of \$3.63 per ton over last year's price.
10. Review bids for 10 foot snow plow blades. 7 bids were received ranging from \$113 to \$205. Staff recommends that the City accept the low bid from Barco Municipal Products, Inc. of Omaha, NE for \$113. These are replacement blades.
11. Review an ordinance amending ordinance No. 9940 relating to deleting an existing classification and job description for Crew Foreman for the Public Works Department and amending an existing classification and job description for Crew Supervisor for the Public Works Department.

Finance/Administration Committee:

1. Review records destruction request from the Personnel Department
2. Review records destruction request from the Finance Department
3. Review an ordinance approving and accepting an interlocal participation agreement for cooperative purchasing by and between the City and "Buy Board" National Purchasing Cooperative. This program is being promoted by the Missouri Municipal League and provides an additional option for the City to pursue lower prices for various products and machinery and equipment. If approved, it will provide staff with another vehicle, which is MML approved, for pursuing lower prices of future purchases. A presentation on this program was given to staff by the Director of MML and a "Buy Board" representative.
4. Review an ordinance approving and accepting an agreement between the City and the Missouri Department of Corrections, Division of Adult Institutions, at the Tipton Correctional Center. For the first time in FY14, the City made use of the inmate program at Tipton. It has proven to be very successful with a minimum of problems. Additionally, there has been a significant savings in tax dollars by using this program. The agreement with Tipton needs to be approved each year.



CITY OF SEDALIA, MISSOURI
PRE-COUNCIL MEETING – MARCH 17, 2014

WORK SESSION

The Work Session started at 6:00 p.m. in the Mayor's Conference Room at the Municipal Building.

Council Members present were Stephen Galliher, Jo Lynn Turley, Rebecca LaStrada, Wanda Monsees, Wiley Walter, Bob Cross, Tolbert Rowe and Larry Stevenson.

Presentation – Olsson Associates: Quarterly Update

Mike Lally, with Olsson Associates, presented a quarterly update on the wastewater project and Exhibit R to the Master Agreement.

Mike Milius, with Olsson Associates, stated that the mapping is done and the areas of smoke testing - 2 projects completed, 4 projects moving forward and video inspection - 3 projects completed, additional areas being completed by City. Flow monitoring is an ongoing process.

The Central and Southeast Wastewater Treatment Plant improvements are near completion.

Collection System Improvements:

- Phase 1 – Collection System Improvements
 - structural improvements to sewer main & manholes
 - comprehensive in Priority 1 areas
 - (2) construction contracts totaling approximately \$4 million and involving rehabilitation to over 100 line segments (40,000 linear feet); Phase 1A – flood repairs, installation of manholes, etc. (bid in near future); Phase 1B – trenchless repairs (bid later in the month)
- Phase 1 – Equalization (EQ-1): (\$2 million) Technical Memorandum submitted to Department of Natural Resources; project includes improvements to existing basins (Southwest Lift Station, Central & North Wastewater Treatment Plants); upon approval and r-o-w acquisition project will be out for bid.
- Capacity Improvements – Completed Technical Memorandum to determine needed improvements; 5 year design including modeling of existing system; upsizing line to address SSO elimination & plant consolidation; Exhibit "R" covers design
- Phase 2 – Equalization (EQ-2): new equalization facility in area of 28th & New York

A finalized version of the local limits study has been submitted and approved by the Department of Natural Resources and limits will be brought back to Council for approval.

Gary Hunter, with Black & Veatch, presented an industrial user and local limit update along with the goals of a pretreatment program. Goals include: protecting the City's infrastructure and

plants; being able to recycle and reuse the elements within the City; and protect the environment to maintain investment.

The draft permit metal limits in 2010 were too low and the final permit metal limits in 2014 are more manageable and acceptable. Without the permit modifications the City would have to invest a significant amount of money in the wastewater treatment plants and rate increases would be necessary to pay for the improvements (20% - 25% increase over 2010 rates). With the current permit levels, there are few modifications to existing plants which saves industrial community money and reserve capacity to continue economic growth.

Impacts of Metals Limits without Hardness:

- 2010 Permit Requirements – Modification of Treatment Plants (design flow/City wide): Minimum addition – filtration (\$5 - \$10 million plus residuals); Probable Addition MF/UF (\$15 - \$20 million plus residuals); Possible Addition RO (\$30 - \$50 million plus residuals)
- 2014 Lower Local Limits – Hardness Study \$150,000 (analytical, City & Consultant)

Mike Milius presented the following:

Project Progress/Schedule:

- Wastewater Treatment Plant improvements achieved compliance dates
- Lowered Wastewater Treatment Plant permit metal limits achieved
- Stormwater Master Plan completed
- EQ-1 construction bidding very soon
- Collection System Improvements
 - Phase 1 – Bid very soon, complete October 2014.
 - Capacity Improvements, complete Fall of 2015
- EQ-2 construction complete Fall 2015
- Post-construction analysis complete end of 2015.
- Over 6 months “float” to achieve AOC schedule

Mr. Milius stated that of the overall project budget of \$30,000,900; \$8,851,069.11 has been committed and \$7,105,450.47 has been expended to date.

Next Steps:

- Bid Equalization Basin (EQ-1) Improvements
- Award Collection System Phase 1 (A&B) Improvements
- Complete Collection system capacity and EQ – 2 Improvement Design (Exhibit “R”)
- Update Sewer Rate Study (Exhibit “R”)
- North Wastewater Treatment Plant & EQ – 1 SCADA Improvements (Exhibit “R”)
- Finalize Local Limits Study
- Development of Private Backup and private I/I program

COMMITTEE MEETING

Public Safety Committee – Councilman Galliher, Chairman, presented the following recommendation:

- Ordinance adding Section 2-290 through 2-294 of the Code of Ordinances of the City of Sedalia, Missouri relating to City of Sedalia Animal Advisory Control Board was moved to full Council on motion by LaStrada, seconded by Turley. All in favor.

Public Works Committee – Councilman Rowe, Chairman, presented the following recommendations:

- Ordinance accepting Exhibit R to the Master Agreement for professional service with Olsson Associates for engineering services in an amount not to exceed \$1,123,274 (part of \$30 million DNR project; work includes relief sewers, an equalization basin, and SCADA systems for the North plant & to tie the equalization basin to the plants providing a computerized system for monitoring and operating elements of the sewer system) was moved to full Council on motion by Galliher, seconded by LaStrada. All in favor.
- Ordinance accepting Amendment Number 1 to Exhibit M to the Master Agreement for professional services with Olsson Associates for engineering services (changes how Olsson approaches reviewing sewer line video only) was moved to full Council on motion by Turley, seconded by Galliher. All in favor.
- Ordinance accepting for city maintenance sanitary sewer and storm sewer improvements for Cambridge Village Subdivision in the City of Sedalia, Missouri was moved to full Council on motion by LaStrada, seconded by Galliher. All in favor.
- Ordinance granting a rezoning application by Norma L. Poindexter for property located at 416 West Henry, 418 West Henry and 420 West Henry in the City of Sedalia, Missouri was moved to full Council on motion by Galliher, seconded by Turley. All in favor.
- Change Order #2 for the Sidewalk Project on Grand from 16th to Broadway (increase contract price \$500 for total price of \$96,300 for reinforcement of an existing retaining wall and extends completion date to March 26, 2014 due to weather) was moved to full Council on motion by LaStrada, seconded by Turley. All in favor.
- Ordinance authorizing Transportation Enhancement Funds Supplemental Agreement Number 1 with the Missouri Highways and Transportation Commission for Transportation Enhancement Grant #STP-5700(509) (\$284,280 with 20% match from City) for the City of Sedalia, Missouri Downtown Streetscape Project Phase IIIa was moved to full Council on motion by LaStrada, seconded by Turley. All in favor.
- Ordinance accepting a memorandum of agreement with Alliance Water Resources, Inc. (revises fee for FY 2014/2015 to \$273,291.96; 3%/\$7,959.96 increase) was moved to full Council on motion by Galliher, seconded by Monsees. All in favor.

Finance/Administration Committee – Councilman Turley, Chairman presented the following recommendations:

- Ordinance amending the budget for FY 2013/2014 (adjustments in General Fund - \$64,600; & Library Fund - \$162,861) was moved to full Council on motion by Galliher, seconded by Rowe. All in favor.
- Ordinance adopting a budget for FY 2015. Councilman Cross stated that the \$30,000 for the downtown parking lot could be more wisely spent on City streets since the parking lot only has a couple pot holes. City Administrator, Gary Edwards, stated that if less than the \$30,000 is used it can be spent elsewhere. Item was moved to full Council on motion by LaStrada, seconded by Galliher. All in favor.
- Ordinance accepting an agreement with Sedalia Downtown Development, Inc. (\$30,000) was moved to full Council on motion by Rowe, seconded by Galliher. All in favor.
- Ordinance accepting an agreement with Scott Joplin International Ragtime Foundation, Inc. (increase from \$8,500 to \$9,500) was moved to full Council on motion by LaStada, seconded by Galliher. All in favor.
- Ordinance accepting an agreement with Economic Development of Sedalia-Pettis County (increase from \$120,000 to \$123,000) was moved to full Council on motion by Galliher, seconded by Walter. All in favor.
- Ordinance accepting an agreement with Whiteman Area Leadership Council (WALC) (\$2,000) was moved to full Council on motion by Galliher, seconded by Rowe. All in favor.
- Ordinance accepting Community Center agreements with Care Connection Services and the Boys' and Girls' Club of West Central Missouri was moved to full Council on motion by Rowe, seconded by Cross. All in favor.
- Resolution adopting Strategic Goals for the City of Sedalia, Missouri was moved to full Council on motion by Galliher, seconded by LaStrada. All in favor. (First status report will be provided at the April 7, 2014 Council meeting)

With no further comments, the meeting closed at 6:37 p.m.
Respectfully submitted: Arlene Silvey, MRCC City Clerk



CITY OF SEDALIA, MISSOURI
COUNCIL MEETING – MARCH 17, 2014

The Council of the City of Sedalia, Missouri duly met on Monday, March 17, 2014, at 7:00 p.m. at the Municipal Building with Mayor Mary Elaine Horn presiding. Mayor Horn called the meeting to order followed by the Pledge of Allegiance led by Councilman LaStrada.

ROLL CALL:

Stephen Galliher	Present	Wiley Walter	Present
Jo Lynn Turley	Present	Bob Cross	Present
Rebecca LaStrada	Present	Tolbert Rowe	Present
Wanda Monsees	Present	Larry Stevenson	Present

SPECIAL AWARDS:

Police Chief, John DeGonia, presented the Sedalia Police Officer of the Year Plaque to Police Detective Kevin Klein.

MINUTES:

The following minutes were approved on motion by Turley, seconded by Galliher. All in favor.

- Pre-Council Meeting March 3, 2014
- Regular Council Meeting March 3, 2014

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:

Accepted the minutes of the Citizen's Traffic Advisory Commission dated February 12, 2014 on motion by Rowe, seconded by LaStrada. All in favor.

ROLL CALL OF STANDING COMMITTEES:

PUBLIC SAFETY – STEPHEN GALLIHER, CHAIRMAN – No Report.

PUBLIC WORKS – TOLBERT ROWE, CHAIRMAN

Approve Change Order #2 for the Sidewalk Project on Grand from 16th to Broadway (increase contract price \$500 for total price of \$96,300 and extends completion date by 15 days to March 26, 2014) on motion by Monsees, seconded by Galliher. All in favor.

FINANCE & ADMINISTRATION – JO LYNN TURLEY, CHAIRMAN – No Report.

NEW BUSINESS:

BILL NO. 2014 – 16, ORDINANCE NO. 10161 – AN ORDINANCE ADDING SECTIONS 2-290 THROUGH 2-294 OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI RELATING TO CITY OF SEDALIA ANIMAL ADVISORY CONTROL BOARD was read once by title.

2nd Reading – Motion by Turley, 2nd by Galliher. All in favor.
Final Passage – Motion by Galliher, 2nd by Rowe. All in favor.
Roll Call Vote: Voting “Yes” were Galliher, Turley, LaStrada, Monsees, Walter, Cross, Rowe and Stevenson. No one voted “No”.

BILL NO. 2014 – 17, ORDINANCE NO. 10162 – AN ORDINANCE APPROVING AND ACCEPTING EXHIBIT R TO THE MASTER AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SEDALIA, MISSOURI AND OLSSON ASSOCIATES FOR ENGINEERING SERVICES was read once by title.

2nd Reading – Motion by Rowe, 2nd by Galliher. All in favor.
Final Passage – Motion by Galliher, 2nd by Rowe. All in favor.
Roll Call Vote: Voting “Yes” were Galliher, Turley, LaStrada, Monsees, Walter, Cross, Rowe and Stevenson. No one voted “No”.

BILL NO. 2014 – 18, ORDINANCE NO. 10163 – AN ORDINANCE APPROVING AND ACCEPTING AMENDMENT NUMBER 1 TO EXHIBIT M TO THE MASTER AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SEDALIA, MISSOURI AND OLSSON ASSOCIATES FOR ENGINEERING SERVICES was read once by title.

2nd Reading – Motion by Rowe, 2nd by Galliher. All in favor.
Final Passage – Motion by Rowe, 2nd by Turley. All in favor.
Roll Call Vote: Voting “Yes” were Galliher, Turley, LaStrada, Monsees, Walter, Cross, Rowe and Stevenson. No one voted “No”.

BILL NO. 2014 – 19, ORDINANCE NO. 10164 – AN ORDINANCE ACCEPTING FOR CITY MAINTENANCE SANITARY SEWER AND STORM SEWER IMPROVEMENTS FOR CAMBRIDGE VILLAGE SUBDIVISION IN THE CITY OF SEDALIA, MISSOURI was read once by title.

2nd Reading – Motion by Turley, 2nd by Cross. All in favor.
Final Passage – Motion by Galliher, 2nd by Monsees. All in favor.
Roll Call Vote: Voting “Yes” were Galliher, Turley, LaStrada, Monsees, Walter, Cross, Rowe and Stevenson. No one voted “No”.

BILL NO. 2014 – 20, ORDINANCE NO. 10165 – AN ORDINANCE GRANTING A REZONING APPLICATION BY NORMA L. POINDEXTER FOR PROPERTY LOCATED AT 416 WEST HENRY, 418 WEST HENRY AND 420 WEST HENRY IN THE CITY OF SEDALIA, MISSOURI was read once by title.

2nd Reading – Motion by Turley, 2nd by Rowe. All in favor.
Final Passage – Motion by Turley, 2nd by Rowe. All in favor.

Kenny Burlingame; Jeanne Crobarker, 506 N. Moniteau; and Leon Williams, 804 N. Missouri, voiced opposition against the rezoning of the properties and stated that the neighborhood was not the right location for a hospice house and did not want to see property values decrease or have the peace of the neighborhood disrupted. Mr. Burlingame added that if the proposal does pass he would like to see a privacy fence put up.

Norma Poindexter, nurse for 36 years, stated that the proposal is to have the property rezoned for a (501C3) nonprofit hospice house with 10 bedrooms designed to look like a house and would have a privacy fence; also there would not be any sirens disrupting the neighborhood or numerous people coming and going. Ms. Poindexter added that she would be state regulated for the care of people on hospice at the facility and to regulate disposal of any medical waste. Ms. Poindexter voiced her desire to help the community and people of Sedalia.

Marquita Davis, registered nurse for 20 years/hospice 10 years; Estella Frazier, retired nurse 47 years at Bothwell Regional Health Center; and Cookie Poole, Henry St. and nurse for 42 years; all spoke in favor of the hospice house and rezoning. Ms. Davis stated that hospice is about peace, comfort and tranquility so there would not be sirens disrupting that and this would be a good business for Sedalia.

Roll Call Vote: Voting "Yes" were Galliher, Turley, LaStrada, Monsees, Walter, Cross, Rowe and Stevenson. No one voted "No".

BILL NO. 2014 – 21, ORDINANCE NO. 10166 – AN ORDINANCE AUTHORIZING TRANSPORTATION ENHANCEMENT FUNDS SUPPLEMENTAL AGREEMENT NUMBER 1 BETWEEN THE CITY OF SEDALIA, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR TRANSPORTATION ENHANCEMENT GRANT #STP-5700(509) FOR THE CITY OF SEDALIA, MISSOURI DOWNTOWN STREETSCAPE PROJECT PHASE IIIa was read once by title.

2nd Reading – Motion by Galliher, 2nd by Rowe. All in favor.

Final Passage – Motion by Turley, 2nd by Galliher. All in favor.

Roll Call Vote: Voting "Yes" were Galliher, Turley, LaStrada, Monsees, Walter, Cross, Rowe and Stevenson. No one voted "No".

BILL NO. 2014 – 22, ORDINANCE NO. 10167 – AN ORDINANCE APPROVING AND ACCEPTING A MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND ALLIANCE WATER RESOURCES, INC. was read once by title.

2nd Reading – Motion by Rowe, 2nd by LaStrada. All in favor.

Final Passage – Motion by Rowe, 2nd by Galliher. All in favor.

Roll Call Vote: Voting "Yes" were Galliher, Turley, LaStrada, Monsees, Walter, Cross, Rowe and Stevenson. No one voted "No".

BILL NO. 2014 – 23, ORDINANCE NO. 10168 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2013-2014 was read once by title.

2nd Reading – Motion by Rowe, 2nd by Galliher. All in favor.

Final Passage – Motion by Galliher, 2nd by Rowe. All in favor.

Roll Call Vote: Voting "Yes" were Galliher, Turley, LaStrada, Monsees, Walter, Cross, Rowe and Stevenson. No one voted "No".

BILL NO. 2014 – 24, ORDINANCE NO. 10169 – AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI, ADOPTING A BUDGET FOR THE FISCAL YEAR 2015 was read once by title.

2nd Reading – Motion by Turley, 2nd by Galliher. All in favor.

Final Passage – Motion by Galliher, 2nd by Turley. All in favor.

Roll Call Vote: Voting “Yes” were Galliher, Turley, LaStrada, Monsees, Walter, Cross, Rowe and Stevenson. No one voted “No”.

BILL NO. 2014 – 25, ORDINANCE NO. 10170 – AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND SEDALIA DOWNTOWN DEVELOPMENT, INC. was read once by title.

2nd Reading – Motion by Rowe, 2nd by Galliher. All in favor.

Final Passage – Motion by Galliher, 2nd by LaStrada. All in favor.

Roll Call Vote: Voting “Yes” were Galliher, Turley, LaStrada, Monsees, Walter, Cross, Rowe and Stevenson. No one voted “No”.

BILL NO. 2014 – 26, ORDINANCE NO. 10171 – AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND SCOTT JOPLIN INTERNATIONAL RAGTIME FOUNDATION, INC. was read once by title.

2nd Reading – Motion by Galliher, 2nd by Rowe. All in favor.

Final Passage – Motion by Rowe, 2nd by Galliher. All in favor.

Roll Call Vote: Voting “Yes” were Galliher, Turley, LaStrada, Monsees, Walter, Cross, Rowe and Stevenson. No one voted “No”.

BILL NO. 2014 – 27, ORDINANCE NO. 10172 – AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND ECONOMIC DEVELOPMENT OF SEDALIA-PETTIS COUNTY was read once by title.

2nd Reading – Motion by Turley, 2nd by Galliher. All in favor.

Final Passage – Motion by Galliher, 2nd by LaStrada. All in favor.

Roll Call Vote: Voting “Yes” were Galliher, Turley, LaStrada, Monsees, Walter, Cross, Rowe and Stevenson. No one voted “No”.

BILL NO. 2014 – 28, ORDINANCE NO. 10173 – AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND WHITEMAN AREA LEADERSHIP COUNCIL (WALC) was read once by title.

2nd Reading – Motion by Galliher, 2nd by LaStrada. All in favor.

Final Passage – Motion by Cross, 2nd by Galliher. All in favor.

Roll Call Vote: Voting “Yes” were Galliher, Turley, LaStrada, Monsees, Walter, Cross, Rowe and Stevenson. No one voted “No”.

BILL NO. 2014 – 29, ORDINANCE NO. 10174 – AN ORDINANCE APPROVING AND ACCEPTING COMMUNITY CENTER AGREEMENTS BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND CARE CONNECTION SERVICES AND THE BOYS’ AND GIRLS’ CLUB OF WEST CENTRAL MISSOURI was read once by title.

2nd Reading – Motion by Turley, 2nd by Cross. All in favor.

Final Passage – Motion by Turley, 2nd by LaStrada. All in favor.

Roll Call Vote: Voting “Yes” were Galliher, Turley, LaStrada, Monsees, Walter, Cross, Rowe and Stevenson. No one voted “No”.

RESOLUTION NO. 1840 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI ADOPTING STRATEGIC GOALS FOR THE CITY OF SEDALIA, MISSOURI was read once by title and approved on motion by Monsees, seconded by Galliher. All in favor.

APPOINTMENTS: None.

BIDS: None.

LIQUOR LICENSES:

The following Liquor Licenses were read and approved on motion by Turley, seconded by Galliher. All in favor.

New:

- Dan Ireland dba Smoker's Outlet Inc., 1700 E. Broadway – Packaged Liquor with Sunday Sales (Councilman Cross inquired about Mr. Ireland wanting to put in a drive thru window. Community Development Director, John Simmons, stated that there is a zoning issue and it is being worked on).

Renewal:

- Turf Martin dba Wine and More, LLC, 3200 S. Limit – Liquor by Drink

DEPARTMENT BILLS thru March 17, 2014 totaling \$385,349.40 were approved for payment on motion by Rowe, seconded by Galliher. All in favor.

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

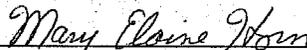
Councilman Galliher thanked and congratulated Police Detective Klein for receiving the Officer of the Year Award.

GOOD & WELFARE:

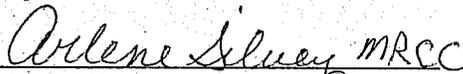
Councilman Stevenson voiced concerned about the potential cost increase in water/sewer bills to the citizens of 25 – 50% in regards to the water flow/sewer issues discussed at the pre-council meeting. City Administrator, Gary Edwards, clarified that there is no 25 – 50% increase being proposed or considered.

The meeting adjourned at 7:35 p.m. on motion by Monsees, seconded by Rowe. All in favor

THE CITY OF SEDALIA, MISSOURI



Mary Elaine Horn, Mayor



Arlene Silvey, MRCC City Clerk



CITY OF SEDALIA, MISSOURI COUNCIL WORK SESSION – MARCH 24, 2014

WORK SESSION

The Work Session started at 6:00 p.m. in the Mayor's Conference Room at the Municipal Building.

Council Members present were Stephen Galliher, Rebecca LaStrada, Wiley Walter, Bob Cross, and Larry Stevenson. Jo Lynn Turley, Wanda Monsees and Tolbert Rowe were absent.

Presentation – Comprehensive Plan Update

Community Development Director, John Simmons, presented a brief history on the updating of the Comprehensive Plan and Zoning Ordinance for the City and added that a Comprehensive Plan should be reviewed and updated every 5 years to look at accomplishments and what areas need to be addressed in the future.

Dave Knopick, with dPlanit, presented the proposed changes to the City's Comprehensive Plan and new demographics for the City. The Mayor, City Council, Planning & Zoning Commission, City Staff, 20 member Advisory Committee and focus groups were used to give different perspectives of what has changed in different areas of Sedalia such as economic development, health care, neighborhoods, recreation, infrastructure, etc. and what areas need to be focused on in the comprehensive plan.

Proposed Additions/Changes:

- Planning Implications:
 - City shows resiliency in regard to retaining population growth and economic stability
 - Concern with land being harder to find for expansion, outside but in close proximity to City.
 - Population getting slightly younger – growth in the age groups of 0-5 and 20-34
 - City growing more racially and ethnically diverse – significant increase in Hispanic population (doubled in last 10 years)
 - Improvements in educational attainment (smaller percentage of population having less than high school education/larger percentage having some college or college degree)
 - Poverty concern – growing percentage of population is living in poverty, while median incomes are rising
 - Vacant and aging housing concerns (50-60% of houses were built before 1970).
- Future of Sedalia Update: The Census and the American Community Survey (by US Census Bureau) were used. The Vision and Goals of plan from 2008 have not changed.
- Physical Development Plan Update: New Goals
 - **Neighborhood Goals:** City will promote social interaction in neighborhoods through programmatic and capital reinvestments as well as community design standards.
 - **Education/Job Training Goal:** Sedalia will find ways to address education needs from pre-school through workforce development.
 - **Community Health Goal:** promoting healthy activity and life choices in the community.
- Implementation Update: adding Sedalia School District #200 to the list of organizations involved in accomplishing goals for the future of Sedalia.
- Actions & Priorities: Several items reprioritized and new goals added/changed:
 - **Neighborhoods:** Promote Social Interaction in neighborhoods through programmatic & capital reinvestment and community design standards.

- Develop neighborhood beautification, cleanup, watch and social activity programs
- Develop standards for sidewalks, lighting, and community gathering spaces
- Identify funding for improvements to meet standards for established neighborhoods
- **Commercial:** Downtown will become national model for downtown revitalization and development.
 - Building of gateway and streetscape – Completed
 - Allocation of funds for design and build of gateway and streetscape improvements – Completed
- Infill/Redevelopment:** Retain historic character of Downtown
 - Keep historic buildings survey up to date
- **Community Development:** Gateways and Key Intersections: Sculpture in the Park Program. (Program ended 2008)
 - Park Department continue to sponsor program – Deleted
 - Park Department recruitment of artists/art – Deleted
- **Community Services:** Update public infrastructure and facilities technology.
 - Sedalia Water Department should develop, maintain and provide GIS database of all mains
- **Economic Development:** Expand existing businesses
 - Keep inventory of land for expansion and business growth
- **Recruitment:** High quality businesses
 - Update retail market analysis and draw factor to identify desired business
- **New Goal - Education/Job Training:** Creatively seek ways to proactively address education needs from preschool through work force development.
 - Create cross agency community education needs forum monitoring demographic and economic changes, identifying education improvements, programs and partnerships to address changes/gaps
 - Develop multiple pathways for achieving necessary life and work skills
 - Develop partnership programs with education providers, businesses and non-profit groups to supplement education opportunities.
- **New Goal - Community Health:** Promotes healthy activity and life choices.
 - Create an interagency health advocacy group creating healthier community environment
 - Leverage healthcare resources in the community to develop health themed community events and activities for all ages and investigate making physical improvements to the framework of the community to promote social interaction/involvement and physical activity (parks and recreation improvements, pedestrian/bicycle networks, etc.)

A public hearing will be held on March 26, 2014 during the Planning & Zoning Commission meeting for adoption of the Comprehensive Plan by the commission. If no questions or concerns arise, the draft will be brought back for Council approval at the April 7, 2014 Council Meeting.

With no further comments, the meeting adjourned at 6:38 p.m. to a Closed-Door Session in accordance with Sections 610.021 (1) & (2) RSMo for Legal Advice and Lease, sale or purchase of real estate.

Respectfully submitted: Arlene Silvey, MRCC City Clerk

CITY OF SEDALIA
PLANNING & ZONING COMMISSION
MINUTES FEBRUARY 12, 2014
COUNCIL CHAMBERS, MUNICIPAL BUILDING

PRESENT:

BILL BECK
GREGORY NEHRING
GEORGE ESSER
WILEY WALTER
LAVERA SCHMITT
CONNIE MCLAUGHLIN
TERESA MCDERMOTT

ABSENT:

CHRIS PATTON
DAN ALBERT
JIM NORTON
ELAINE HORN

STAFF PRESENT:

GARY EDWARDS
ANNE GARDNER
JOHN SIMMONS
ANDY BURT
JILENE STREIT

PLANNING AND ZONING MEETING

The Planning and Zoning Meeting was called to order at 5:30 p.m. Roll call was taken, a quorum was present.

Approval of Meeting Minutes:

Without discussion Greg Nehring made a motion, seconded by Wiley Walter to approve the meeting minutes from the January 8, 2014 meeting. **The motion carried.**

New Business:

416, 418, 420 W Henry St, Sedalia, MO

Rezoning of 416, 418 and 420 W Henry St, Sedalia, MO from an R-1 Single Family Residential to an R-3 Garden Apartment District. Mrs. Norma Poindexter, 1106 Sugar Springs Dr, Marietta, GA was in attendance to present her information. She is originally from Sedalia and would like to be considered for opening the Hospice House Shalom on these vacant lots. This is to provide a loving, caring, peaceful and supportive atmosphere for the client and their family 24 hours a day, 7 days a week. This is to transition in the 30 days of life to death with a medical team in a home atmosphere. This would be a donation and grant funded project. She wants to be able to help the people in this area be comfortable and peaceful in this time of need at this facility.

Bill Beck raised concern of disruptions in the neighborhood with ambulance sirens. Mrs. Poindexter assured the board that out there wouldn't be any sirens, however, there could be a patient being transported from an area hospital, although there would be no sirens used.

Ms. Gardner asked what her timeframe is for getting this project up and going. Mrs. Poindexter stated she would like to have it started by mid-summer. She would like to be able to let the community at least know that the land is approved for this project.

Comments:

Ruth Clark Yancey – lives in the neighborhood and it's a quiet neighborhood. Thinks this hospice house will benefit the entire community, will create jobs for qualified personnel and welcomes Mrs. Poindexter's proposal.

Dmitriy Garnik – will be the builder on this project, he lives in the neighborhood and agrees that this would be a great place for this project.

Rose Gravitt – Norma's mother, she has lived in this area since 1946 and is glad her daughter is working on this project because the community needs something like this and hope it's approved.

Marquita Davis & Tyrone Davis – Niece of Norma, both currently works in hospice and are in the medical profession, and will help her with this project and support her.

Andy Burt read the staff review. He included the Planning and Zoning checklist. One of the items that came up in the staff review on the checklist is #5. Would adequate parking space be provided in accordance with the requirements of the zoning district classification in to which this rezoning request be placed? No site plans have been submitted to indicate the number of parking spaces; we request they provide that information prior to taking it to City Council to insure adequate parking. Mr. Garnick provided the said site plan with the parking information. Mr. Burt indicated he would get that information out to the Planning & Zoning board to review. The staff recommendation is to approve the request contingent upon this information be provided before taking to City Council. Mr. Burt indicated that since they just provided this information, we will take a look at it and I'm sure they will be willing to make any necessary adjustments.

Greg Nehring made the motion to approve the request contingent upon receiving the necessary information. Wiley Walter seconded the motion. W. Walter – YES. B. Beck – YES, C. McLaughlin – YES, T. McDermott – YES, L. Schmitt – YES. G. Nehring – YES, G. Esser – YES. **The motion carried.** This item will be taken to City Council on March 3, 2014.

Miscellaneous Items:

John Simmons reported that on February 25, 2014 the Steering Committee will be meeting to review the proposed draft for the Comprehensive Plan. The Planning & Zoning Commission will need to call a special meeting on March 26, 2014 at 5:30 pm to be able to approve this before the end of the fiscal year budget. John will send the new Comprehensive Plan update supplement a week in advance of the

meeting to preview before the meeting. Upon approval by the Planning & Zoning Commission the Comprehensive Plan will then go to the City Council for the April 1, 2014 meeting.

Mrs. McLaughlin made the comment that we should all embrace this idea because it is a wonderful thing for the community.

With no other business the Commission adjourned at 5:55 pm.

Submitted by:
Jilene Streit
George Esser, Chairman
(Meeting recorded)

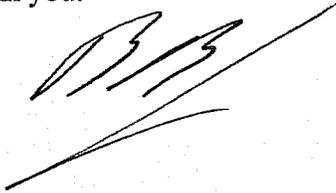
To: Gary Edwards
From: Bill Beck
Date: April 4, 2014
Subject: Sanitary Sewer Improvements Phase 1B Bid Award

This is a part of our \$30 million sewer project.

The City had a bid opening on March 20, 2014 for Sanitary Sewer Improvements Phase 1B Project. Six bids were received ranging from \$431,433.00 to \$524,478.50.

It is my recommendation that we award the bid to the low bidder, Prism Contractors & Engineers, Inc. for \$431,433.00. We have worked with this company in the past and had no concerns. Also, Olsson Associates checked the references.

Thank you.

A handwritten signature in black ink, appearing to be 'BB', with a long horizontal stroke extending to the right.



March 31, 2014

City of Sedalia
Attn: Mr. Bill Beck, Public Works Director
Municipal Building
200 South Osage Avenue
Sedalia, Missouri 65301

Re: Recommendation for Award
Sanitary Sewer Collection System Improvements – Phase 1B
OA Project No. 009-0827Q

Dear Mr. Beck:

Bids were received on March 20, 2014 for the Sanitary Sewer Collection System Improvements – Phase 1B. We have followed up on the references for the apparent low bidder, Prism Contractors & Engineers, Inc., for the project.

Based on the reference review and previous track records, we recommend the City award the Sanitary Sewer Collection System Improvements – Phase 1B project Base Bid to Prism Contractors & Engineers, Inc. in the amount of \$431,433.00.

If you have any questions or concerns, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jonathan Hoflander', is written over a light blue horizontal line.

Jonathan Hoflander, PE

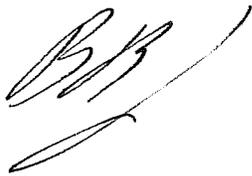
cc: Anne Gardner, City of Sedalia
Devin Lake, City of Sedalia
Matthew Harris, City of Sedalia
Mike Lally, Olsson Associates – KCS
Kevin Waldron, Olsson Associates – KCN

Sanitary Sewer Collection System Improvements, Phase 1B - Sedalia, MO 2014 CONSTRUCTION BID TABULATION											
March 20, 2014 at 10:00AM											
No.	ITEM DESCRIPTION	UNITS	Visu-Sewer, Inc.			Spray Com Utilities Inc.			Insituform Technologies USA, LLC		
			QUANTITY	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	8" CIPP (6mm)	LF	266.00	\$60.00	\$15,960.00	\$27.00	\$7,182.00	\$32.00	\$8,512.00		
2	10" CIPP (7.5 mm)	LF	1528.00	\$50.00	\$76,400.00	\$30.00	\$45,840.00	\$32.00	\$48,896.00		
3	12" CIPP (10.5 mm)	LF	1794.00	\$56.00	\$100,464.00	\$41.00	\$73,554.00	\$45.00	\$80,730.00		
4	15" CIPP (12 mm)	LF	871.00	\$59.00	\$51,389.00	\$49.00	\$42,679.00	\$60.00	\$52,260.00		
5	18" CIPP (13.5 mm)	LF	523.00	\$90.00	\$47,070.00	\$68.00	\$35,564.00	\$90.00	\$47,070.00		
6	Service Reconnection	EA	12.00	\$9,975.00	\$119,700.00	\$18,750.00	\$225,000.00	\$12,000.00	\$144,000.00		
7	Manhole Rehabilitation	VF	384.10	\$100.00	\$38,410.00	\$125.00	\$48,012.50	\$98.50	\$37,833.85		
8	Television Inspection (CCTV)	LF	14549.00	\$3.95	\$57,468.55	\$3.00	\$43,647.00	\$3.20	\$46,556.80		
9	Traffic Control	LS	1.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$1,700.00	\$1,700.00		
					\$508,861.55		\$524,478.50		\$467,558.65		
	Total Base Bid										
Prism Contractors & Engineers, Inc.											
			SAK Construction, LLC			Prism Contractors & Engineers, Inc.			Engineer's Estimate		
			UNITS	QUANTITY	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	8" CIPP (6mm)	LF	266.00	\$38.75	\$10,307.50	\$35.00	\$9,310.00	\$31.80	\$8,458.80		
2	10" CIPP (7.5 mm)	LF	1528.00	\$41.75	\$63,794.00	\$39.00	\$59,592.00	\$34.00	\$51,952.00		
3	12" CIPP (10.5 mm)	LF	1794.00	\$57.25	\$102,706.50	\$43.00	\$77,142.00	\$39.50	\$70,863.00		
4	15" CIPP (12 mm)	LF	871.00	\$57.75	\$50,300.25	\$50.00	\$43,550.00	\$61.50	\$53,566.50		
5	18" CIPP (13.5 mm)	LF	523.00	\$92.25	\$48,246.75	\$76.00	\$39,748.00	\$83.50	\$43,670.50		
6	Service Reconnection	EA	12.00	\$9,685.00	\$116,220.00	\$10,000.00	\$120,000.00	\$7,000.00	\$84,000.00		
7	Manhole Rehabilitation	VF	384.10	\$105.00	\$40,330.50	\$130.00	\$49,933.00	\$181.50	\$69,714.15		
8	Television Inspection (CCTV)	LF	14549.00	\$3.50	\$50,921.50	\$2.00	\$29,098.00	\$3.00	\$43,647.00		
9	Traffic Control	LS	1.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$6,500.00	\$6,500.00		
					\$487,827.00		\$431,373.00		\$432,371.95		
	Total Base Bid										

To: Gary Edwards
From: Bill Beck
Date: April 2, 2014
Subject: Washington Street Bridge Change Order #2

I would like to recommend we approve Change Order #2 for the Washington Street Bridge Project in the amount of \$94,000.00. This change order is for painting the bridge and brings the contract price to \$1,309,529.00.

Thank you.

A handwritten signature in black ink, appearing to be 'BB' with a long horizontal stroke extending to the right.



Change Order

No. 2

Date of Issuance: March 26, 2014

Effective Date: March 26, 2014

Project: Rehabilitation of the Washington Ave. bridge over the UPRR tracks in Sedalia, MO	Owner: City of Sedalia, MO	Owner's Contract No.: N/A
Contract:		Date of Contract: January 11, 2013
Contractor: L. Krupp Construction, Inc.		Engineer's Project No.: 011-2161

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

1. Overcoat (paint) all existing structural steel plus paint the new primed structural steel - \$94,000.00

Attachments: (List documents supporting change): E-mail dated September 18, 2013 from Sean Killian w/Krupp Construction detailing price.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$1,144,064.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days

Substantial completion (days or date): N/A – job is already substantially complete

Ready for final payment (days or date): _____

Increase from previously approved Change Order No.1:

\$94,000.00

Contract Price prior to this Change Order:

\$1,215,529.00

Increase of this Change Order:

\$94,000.00

Contract Price incorporating this Change Order:

\$1,309,529.00

[Increase] [Decrease] from previously approved Change Orders

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: *Ken Jennison*
Engineer (Authorized Signature)

Date: March 26, 2014

ACCEPTED:

By: *Devin Lake*
Owner (Authorized Signature)

Date: March 26, 2014

ACCEPTED:

By: *[Signature]*
Contractor (Authorized Signature)

Date

Digitally signed by Sean Kilian
DN: cn=Sean Kilian, o=Krupp
Constructions, Inc., ou
email=skilian@kruppconstructioninc.com,
c=US
Date: 2014.03.26 09:28:35 -0500

To: Gary Edwards
From: Bill Beck
Date: April 2, 2014
Subject: Sidewalk Project Grand Avenue 16th to Broadway Change Order #3

I would like to recommend we approve Change Order #3 for the Sidewalk Project Grand Avenue 16th Street to Broadway Avenue. This change order is for final quantity adjustments and will decrease the contract price by \$13,704.93 to \$82,720.56.

Thank you.

A handwritten signature in black ink, appearing to be 'Bill Beck', written in a cursive style.

To: Gary Edwards
From: Bill Beck
Date: April 2, 2014
Subject: Street Department Cooperative Procurement Program Purchase
of Street Sweeper

We are requesting approval to purchase a street sweeper through the MODOT cooperative procurement program as specified in the City of Sedalia Purchasing Policy. We have budgeted \$240,000.00 for the purchase of the street sweeper.

Elliott Equipment Company out of Grandview, MO bid the MODOT contract for this type of equipment. The price of the street sweeper is \$221,669.54.

I recommend we purchase this street sweeper from Elliott Equipment Company as the sweeper meets all of our specifications.

A handwritten signature in black ink, appearing to be 'BB' with a large flourish underneath.

1055 Jordan Road
Huntsville, AL 35891



WWW.S

The People You Know. The Products You Trust.

March 31, 2014

Jeff McKinney
Public Works Superintendent
City of Sedalia
901 Elm Street
Sedalia, Missouri 65301

Re: Schwarze Model A7 Tornado / Freightliner M2 – Missouri DOT State Contract # 3-120223RJ

Dear Jeff:

Listed below is a proposal for a new 2014 Schwarze Model A7 Tornado Regenerative Air Street Sweeper mounted on a 2014 model Freightliner M2 conventional chassis based on the current Missouri Department of Transportation State Sweeper Contract # 3-120223RJ. Both the sweeper and chassis are equipped with all the standard features, plus the following options, deducts and adds:

1	2014 Schwarze A7 Tornado Regenerative Air Street Sweeper Mounted on 2014 Freightliner M2 Chassis both equipped per the current MDOT State Sweeper Contract specifications:	\$ 213,160.77
1	Dual 44 Inch Diameter Gutter Brooms	
1	Dual Hydraulic In-Cab Gutter Broom Tilt	
1	Drop Down Hopper Screens	
1	In-Cab Load Weight Alarm and Indicator	
1	250 Gallon Dust Suppression	
1	In-Cab Low Water Level Alarm and Indicator	
1	In-Cab Water Gauge	
1	In-Cab Leaf Bleeder Indicator	
1	Front Bumper Spray Bar with 7 Nozzles	
1	Rear Mounted Strobe with Guard	
1	Dual Air Ride Seats	
1	Air Horn	
1	Bendix AD9 Air Dryer	
1	Dual Steering with Dual Gauge Package	
1	Rotating Sweeper Console	

The following are to be deducted from the main bid price as they are included in the base pricing of the state contract, but not required by the City Sedalia, Missouri. Each of these options are noted on the MDOT State Sweeper Contract Option Forms:

1	Deduct Mechani- Pneumatic Broom Assist Head	\$ (5,600.00)
1	Deduct Gutter Broom/Sweeping Head Standby System	\$ (1,050.00)
1	Deduct Linex Hopper Coating	\$ (3,800.00)
1	Deduct Low Hydraulic Shutdown System	\$ (280.00)
1	Deduct Sweeping Head Hour Meter	\$ (370.00)
1	Deduct Solar Arrowboard	\$ (9,609.00)
1	Deduct Cab Mounted Strobe with Guard	\$ (509.00)
1	Deduct Extra Floodlight	\$ (280.00)
1	Deduct Special Paint	\$ (4,010.00)
1	Deduct Auto Lubrication System for Chassis and Sweeper	\$ (6,585.00)

The following are additions to the MDOT State Sweeper Specification per the City of Sedalia, Missouri.

1	Add Dual Gutter Extension Override (GEO) System	\$	2,325.00
1	Add John Deere 115HP Auxiliary Engine in Lieu of 99HP	\$	2,122.00
1	Add Hopper Sound Suppression	\$	710.00
1	Add Eight (8) Inch Power Boom Auxiliary Hand Hose	\$	2,545.00
1	Add Auxiliary Hand Hose Remote Auxiliary Engine Throttle Control	\$	315.00
1	Add Additional 350 Gallon Water Tank (600 Total)	\$	3,405.00
1	Add High Pressure Washdown System	\$	2,995.00
1	Add High Pressure Washdown System 50' Retractable Reel	\$	1,100.00
1	Add Hand Hose Serrated Tip Eight (8) Inch	\$	150.00
1	Add 4' Hand Hose Extension	\$	320.00
1	Add Hopper Dump Assist Shaker	\$	1,230.00
1	Add Remote Blower Fan Grease Fittings	\$	255.00
1	Add LED Traffic Guide Arrowboard with In-Cab Controls	\$	740.00
1	Add Dual Camera System with In-Cab Monitor	\$	1,400.00
1	Add 12" Parabolic Mirrors	\$	355.00
1	Add Hopper Conical Deluge System	\$	830.00

1 Freight \$ 2,309.77

TOTAL \$ 204,174.54

●Optional Equipment:

304 Series Stainless Steel Hopper Option: \$17,525.00 (Not included in above pricing). If required, the total increase to **\$221,699.54** per unit.

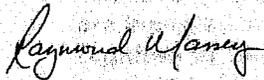
●Optional Training:

Transportation from Kansas City International Airport to Huntsville, Alabama International Airport, Training Transportation and Meals for two people **\$2,000.00**. This cost would be in addition to price provided above

Terms: Net Due 30 Days
MSO Delivered After Payment
Delivery 30 to 60 Days ARO
Does Not Include Any Applicable Taxes

Please feel free to contact me with any questions or concerns at 256-656-5818 or rmassey@schwarze.com.

Sincerely,



Raymond Massey
Central Regional Sales Manager
Schwarze Industries, Inc.

To: Gary Edwards
From: Bill Beck
Date: April 2, 2014
Subject: Street Department Cooperative Procurement Program Purchase
of Tractor

We are requesting approval to purchase a tractor with a six foot rotary mower and seven foot finishing mower through the MODOT cooperative procurement program as specified in the City of Sedalia Purchasing Policy.

We have budgeted \$30,000.00 for the purchase of the tractor. This tractor is needed to do a better job of mowing City properties and those private properties not meeting code enforcement requirements.

Ag-Power, Inc. out of Sedalia, MO bid the MODOT contract for this type of equipment. The price of the tractor is \$26,768.00.

I recommend we purchase this tractor from Ag-Power, Inc. as the tractor meets all of our specifications.

A handwritten signature in black ink, appearing to be "BB" with a flourish underneath.



JOHN DEERE

Quote Summary

Prepared For:
 City Of Sedalia
 901 E 3rd St
 Sedalia, MO 65301
 Business: 660-827-7820

Prepared By:
 Jeff Dalbey
 Ag-power, Inc
 2205 South Lim
 Sedalia, MO 65301
 Phone: 660-826-0461
 jdalbey@ag-power.com

Quote Id: 933594
Created On: 12 March 2014
Last Modified On: 13 March 2014
Expiration Date: 19 March 2014

Equipment Summary

	Selling Price	Qty	Extended
JOHN DEERE 5075E Open Operator Station Utility Tractor (57-61 PTO hp)	\$ 19,599.00 X	1 =	\$ 19,599.00
JOHN DEERE HX6 Lift-Type Rotary Cutter - 540 RPM PTO With Stumpjumper, Single Suction Blades	\$ 3,750.00 X	1 =	\$ 3,750.00
Frontier GM2084R Rear Discharge Grooming Mower with Rear Chain Shields and Front Antiscalping Roller	\$ 3,419.00 X	1 =	\$ 3,419.00
Equipment Total			\$ 26,768.00

Quote Summary	
Equipment Total	\$ 26,768.00
SubTotal	\$ 26,768.00
Total	\$ 26,768.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 26,768.00

Salesperson : X _____

Accepted By : X _____

Confidential

To: Gary Edwards
From: Bill Beck
Date: April 2, 2014
Subject: Rock Salt Bids

We have solicited bids for rock salt. We received five bids, one of which was a no bid, ranging from \$65.17 per ton to \$88.41 per ton.

Independent Salt Co., Kanopolis, Kansas is the low bidder with \$65.17 per ton which includes delivery. This is an increase of \$3.63 per ton from last year's price.

I would like to request that we accept the bid from Independent Salt Co. since it met all specifications.

Thank you.

A handwritten signature in black ink, appearing to be 'BB' with a long horizontal stroke extending to the right.

Rock Salt
March 26, 2014 10:00 a.m.
Mayor's Conference Room

Independent Salt Company - P.O. Box 36, Kanopolis, KS 67454

- Delivered

Bid Price: **\$65.17 per ton**

Delivery: 10-14 days

- Not Delivered

NO BID

Central Salt, LLC- 385 Airport Rd., Suite 108, Elgin, IL 60123

- Delivered

Bid Price: **\$66.54 per ton**

Delivery: 5 to 7 days

- Not Delivered

Bid Price: **\$ 33.54**

North American Salt Company - 9900 West 109th St., Overland Park, KS 66210

- Delivered

Bid Price: **\$87.20 per ton**

Delivery: 3-7 working days

- Not Delivered

Bid Price: **\$ 70.00**

Cargill Inc. – Deicing Tech. Business Unit - 24950 Country Club Blvd., # 450,
North Olmsted, OH 44070

- Delivered

Bid Price: **\$88.41 per ton**

Delivery: 3-5 days ARO

- Not Delivered

Bid Price: **\$ 86.00**

Morton Salt- 123 N. Wacker Dr., Chicago, IL 60606-1743

NO BID

To: Gary Edwards
From: Bill Beck
Date: April 2, 2014
Subject: 10 Ft. Snow Plow Blades

We have solicited bids for 10 foot snow plow blades. We received seven bids ranging from \$113.00 to \$205.00.

I would like to recommend we accept the low bid from Barco Municipal Products, Inc., Omaha, NE for \$113.00 per blade which includes delivery.

A handwritten signature in black ink, appearing to be 'Bill Beck', located below the main text of the document.

10 ft. Snow Plow Blades
March 26, 2014 10:00 a.m.
Mayor's Conference Room

Barco Municipal Products, Inc. – P. O. Box 45507, Omaha, NE 68145

Description: 100 - #BB20127, 5/8 x 8 x 10 ft. Snow Plow Blades, SHP, FSE

Price: **\$11,300.00 (100 x 113.00 each)**

Delivery: 45 days

Winter Equipment Co. – 1900 Joseph Lloyd Pkwy, Willoughby, OH 44094

Description: 10 ft. Snow Plow Blades (5/8 x 8 x 10)

Price: **\$136.02 each**

Delivery: 60 days

Viking-Cives Midwest – 35700B East Old Hwy 40, Oak Grove, MO 64075

Description: Snow Plow Blades as specified

Price: **\$152.00 per blade**

Delivery: 60 days

American Equipment – 3250 Harvester Rd., Kansas City, KS 66115

Description: 100 Cutting Edges 10' x 8" x 5/8"

50 Cutting Edges 10' x 8" x 5/8"

Price: 100 Quantity - **\$16,048.89 (160.49 ea.)**

50 Quantity - **\$8,024.44 (160.49 ea.)**

Delivery: 4 Weeks

Michael Todd & Co. – 1401 William St., Omaha, NE 68108

Description: 50 to 100 5/8" x 8" x 10 Ft. Snow Plow Blades

Price: **\$163.00 each**

Delivery: 30 days

Knapheide Truck Equipment – 6603 Bus. 50 West, Jefferson City, MO 65109

Description: None was listed on bid sheet

Price: **\$187.50 each x 50 pieces**

Delivery: 25 days

Key Hydraulics Co., LLC – 4410 S. Limit, Sedalia, MO 65301

Description: 50 - 100 5/8" x 8" x 10' Snow Plow Blades

Price: **\$205.00 per blade**

Delivery: 90 days



PERSONNEL DEPARTMENT

April 7, 2014

Mayor Mary Elaine Horn
Members of the City Council
Sedalia, Missouri

RE: Original Records Destruction

As per RSMo 109.250(4), City records that are on file in the Personnel Office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State's Office. The Personnel Office does hereby request that the City Council authorize the destruction of the following documents:

- General applications of October, 2013 – Retention 6 month; Applicants Not Chosen

I hereby certify that the records described are no longer needed in the transaction of current business and no longer possess sufficient administrative, legal, historical or fiscal value to warrant further keeping.

Method of destruction will be by shredder.

Sincerely,

A handwritten signature in cursive script, appearing to read "John L. Rice".

John L. Rice
Personnel Director

Date: April 7, 2014
To: Mayor Mary Elaine Horn
Members of the Council
From: Pamela Burlingame, Finance Director
RE: Destruction Request

The following lists of forms have been kept for the required five years.
It is requested the forms be approved for destruction.

Vendor Statements :

FY 08-09 Account #59366

Payroll Statements:

FY 08-09 Account #59374

The following are Savings Bank Statements:

FY 08-09	Account #59293	Third National Bank
FY 08-09	Account #59390	Third National Bank
FY 08-09	Account #59404	Third National Bank
FY 08-09	Account #59420	Third National Bank
FY 08-09	Account #59412	Third National Bank
FY 08-09	Account #3600100956	US Bank

Vendor Invoices: Have been kept for the required three years.

FY 09-10

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND PRISM CONTRACTORS AND ENGINEERS, INC. FOR THE SANITARY SEWER COLLECTION SYSTEM IMPROVEMENTS, PHASE 1B PROJECT.

WHEREAS, on June 15, 2009 the City of Sedalia executed an Administrative Consent Order, 2009 – 1002 with the Missouri Department of Natural Resources for required improvements to be made to the City’s Wastewater Sewer System by July 31, 2016; and

WHEREAS, the Sanitary Sewer Collection System Improvements Phase 1B Project, are necessary required improvements to be made pursuant to said Order; and

WHEREAS, The City of Sedalia, Missouri, has received a bid from Prism Contractors and Engineers, Inc.; and

WHEREAS, under the bid, after said company has completed its foreign corporation registration with the Missouri Secretary of State, the City of Sedalia, Missouri, shall give the sum and amount of Four Hundred Thirty-one Thousand Four Hundred Thirty-three dollars (\$431,433.00) to Prism Contractors and Engineers, Inc. for the Sanitary Sewer Collection System Improvements Phase 1B Project as described in the proposed agreement and bid documents attached hereto as Exhibit A and incorporated by reference.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI, as follows:

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri, and Prism Contractors and Engineers, Inc., as contained in Exhibit A attached, in substantively the same form and content as the agreement has been proposed.

Section 2. The City Administrator is authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on the document in substantively the same form and content as it has been proposed.

Section 3. The City Clerk is hereby directed to file in her office a duplicate or copy of the document after it has been executed by the parties or their duly authorized representatives.

Section 4. This ordinance shall take effect and be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 7th day of April 2014.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of April 2014.

ATTEST:

Mary Elaine Horn, Mayor

Arlene Silvey, MRCC
City Clerk

BASE BID					
	ITEM	Unit	Number Required	Unit Cost	Total Cost
1	8" CIPP (6mm)	LF	266	\$35.00	\$9310.00
2	10" CIPP (7.5 mm)	LF	1,528	\$39.00	\$59,592.00
3	12" CIPP (10.5 mm)	LF	1,794	\$43.00	\$77,142.00
4	15" CIPP (12 mm)	LF	871	\$50.00	\$43,550.00
5	18" CIPP (13.5 mm)	LF	523	\$76.00	\$39,748.00
6	Service Reconnection	EA	12	\$10,000.00	\$120,000.00
7	Manhole Rehabilitation	VF	384.1	\$130.00	\$49,993.00
8	Television Inspection (CCTV)	LF	14,549	\$2.00	\$29,098.00
9	Traffic Control	LS	1	\$3000.00	\$3,000.00

TOTAL BID (1-9):

Four Hundred thirty-one Thousand four hundred thirty three and 00/100 (\$ 431,433.00)

(Write Out In Words)

(Figures)

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of Cashier's Check or Bid Bond for 5% of the Bid Price.
- B. List of Proposed Subcontractors
- C. List of Proposed Suppliers
- D. List of Project References
- E. Required Bidder Qualification Statement with Supporting Data
- F. Affidavit of Non-Collusion

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

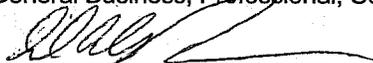
Name (typed or printed): _____

A Corporation

Corporation Name: Prism Contractors & Engineers, Inc. (SEAL)

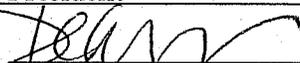
State of Incorporation: Virginia

Type (General Business, Professional, Service, Limited Liability): SCORP

By:  _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): David A. Reaves

Title: President (PRISM CONTRACTORS & ENGINEERS, INC.)
(CORPORATE SEAL)

Attest:  _____
(Signature of Corporate Secretary)

Date of Qualification to do business in Sedalia Missouri is 02 \ 18 \ 2014

**SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between the City of Sedalia, 200 S. Osage Street, Sedalia, MO 65301 and
(OWNER)

_____ in consideration of the mutual covenants set forth herein, agree
(CONTRACTOR)

as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work will consist of Cured-in-Place Pipe (CIPP) lining of approximately 266 linear feet of eight-inch (8"), sanitary sewer, 1,500 linear feet of ten-inch (10") sanitary sewer, 1,800 linear feet of twelve-inch (12") sanitary sewer, 900 linear feet of fifteen-inch (15") sanitary sewer, 520 linear feet of eighteen-inch (18") sanitary sewer, rebuild of 12 service connections, 384 vertical feet of manhole lining, 15,000 linear feet of television inspection and other miscellaneous associated work.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

"Sanitary Sewer Collection System Improvements, Phase 1B, Sedalia, MO – 2014"

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Olsson Associates (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. Substantial Completion: All work to be completed in accordance with Paragraph 14.04 of the General Conditions within 120 calendar days following the Notice to Proceed.

B. Final Completion: All work to be completed in accordance with Paragraph 14.06 of the General Conditions within 30 calendar days of substantial completion.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$1,000.00** for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$500.00** for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

BASE BID:

BASE BID					
	ITEM	Unit	Number Required	Unit Cost	Total Cost
1	8" CIPP (6 mm)	LF	266		
2	10" CIPP (7.5 mm)	LF	1,528		
3	12" CIPP (10.5 mm)	LF	1,794		
4	15" CIPP (12 mm)	LF	871		
5	18" CIPP (13.5 mm)	LF	523		
6	Service Reconnection	EA	12		
7	Manhole Rehabilitation	VF	384.1		
8	Television Inspection (CCTV)	LF	14,549		
9	Traffic Control	LS	1		

TOTAL BID (1-9):

_____ (\$ _____)

(Write Out In Words)

(Figures)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment by the Tuesday before the 1st & 3rd Tuesday of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 N/A

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds (N/A).
5. General Conditions (pages 1 to 62, inclusive).
6. Supplementary Conditions (pages 1 to 10, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings consisting of Exhibits (attached) with each Exhibit bearing the following general title: "Sanitary Sewer Collection System Improvements, Phase 1B, Sedalia, Missouri - 2014."
9. Addenda (numbers 1 to , inclusive).

10. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid (pages 1 to ____, inclusive).
- b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to ____, inclusive).

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed (pages 1, inclusive).
- b. Work Change Directives.
- c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 2014 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest : _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No.: _____ (Where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE REPEALING SECTION 2 OF ORDINANCE NUMBER 8447 AND ADDING A TEN HOUR PARKING RESTRICTION REGARDING THE FIRST TWO PARKING SPACES ON THE NORTH SIDE OF WEST FOURTH STREET IMMEDIATELY EAST OF SOUTH KENTUCKY AVENUE IN THE CITY OF SEDALIA, MISSOURI.

WHEREAS, the Citizen's Traffic Advisory Commission received a request from the Pettis County Ambulance District to remove the two hour parking restriction on the first two parking spaces on the north side of West 4th Street immediately east of South Kentucky Avenue; and

WHEREAS, the requested change is to reflect that the two hour restriction was for the previous retail business at the same location as the current Pettis County Ambulance District offices and the restriction is not necessary for the operation of the Ambulance District; and

WHEREAS, the Citizen's Traffic Advisory Commission approved the request at its February 12, 2014 meeting by a 6 – Yes 0 – No vote and hereby recommends that the Council also approve the request to change the hours of the parking restriction from two hour back to ten hours.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI as follows:

Section 1. Ordinance Number 8447 Section 2 is hereby repealed.

Section 2. The Council of the City of Sedalia, Missouri hereby approves the removal of the two hour parking restriction on the first two parking spaces on the north side of West 4th Street immediately east of South Kentucky Avenue.

Section 3. The Council of the City of Sedalia, Missouri hereby approves the addition of a ten hour parking restriction on the first two parking spaces on the north side of West 4th Street immediately east of South Kentucky Avenue

Section 4. The City's Street Department is authorized to erect any signs denoting the above listed parking restriction and the City Clerk is ordered to place this traffic restriction in the City's Master Schedule of Traffic Restrictions.

Section 5. This ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 7th day of April 2014.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of April 2014.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC
City Clerk

**TRAFFIC ADVISORY COMMISSION
REQUEST / SUGGESTION SUBMISSION FORM**

Date Submitted: 2 / 12 / 2014

Submitter=s Name: Dave Clippert for Pettis County Ambulance District

Submitter=s Address: 210 W. 4th Street

 Sedalia, MO 65301

Submitter=s Phones: 827-4800

Request / Suggestion: Remove 2 hour parking restriction on W. 4th Street for the two parking spaces in front of the Pettis County Ambulance District's office at 210 W. 4th Street. The spaces are the first two parking spaces on the north side of W. 4th Street just east of S. Kentucky Ave.

Reason needed / benefit anticipated: They believe the restriction was put into place when this location was a bread store. The ambulance district does not need the restriction.

TRAFFIC ADVISORY COMMISSION REVIEW

The city of Sedalia Traffic Advisory Commission reviewed this request/suggestion on:

 12th day, March , 2014 by a vote of 6 to 0 .

The Commission recommends that the City Council: adopt the submitted suggestion.
(adopt/dismiss)

Attested to by Commission Chairman: Donna Weems 3, 12, 2014

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN UNDERGROUND FACILITIES LOCATING AND MARKING SERVICE AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND USIC LOCATING SERVICES, LLC, AN INDIANA CORPORATION.

WHEREAS, the City of Sedalia, Missouri, has received a proposal to enter into an underground facilities locating and marking service agreement by and between the City of Sedalia, Missouri, and USIC Locating Services, LLC, and Indiana Corporation and registered Missouri foreign corporation; and

WHEREAS, under the proposal, the City of Sedalia, Missouri, shall pay the following amounts:

- Per ticket received from the One Call - \$8.25
- Per after hour call out ticket - \$30.00
- Project price per quarter hour for tickets exceeding 60 minutes - \$12.00
- Per quarter hour for watchdogs or site surveillance work - \$12.00
- Per hour for custom customer portal development - \$200.00 (Optional)

and as consideration therefore, the City of Sedalia, Missouri, shall receive services relating to the necessary labor and equipment needed for the locating and marking of underground facilities as more fully described in the proposed agreement attached to this ordinance and incorporated by reference as though agreement were set forth herein.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI as follows:

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and USIC Locating Services, LLC, and Indiana Corporation, as the agreement has been proposed.

Section 2. The City Administrator is hereby authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on the agreement in substantively the same form and content as the agreement has been proposed.

Section 3. The City Clerk is hereby directed to file in her office a duplicate copy of the agreement after it has been executed by the parties or their duly authorized representatives.

Section 4. This ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 7th day of April, 2014.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of April, 2014.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC City Clerk

To: Gary Edwards
From: Bill Beck
Date: April 2, 2014
Subject: Contract with USIC Locating Services, LLC

I would like to recommend the Council approve the contract with USIC Locating Services, LLC for the locating of the sanitary and storm sewer necessary from Missouri One Calls. The contract is for a price of \$8.25 per ticket from Missouri One Calls. Additional pricing for special calls is included on Exhibit B.

Currently Water Pollution Control employees locate the sanitary and storm sewer for all locating calls. We do not have a designated employee for this task so it pulls a person off a job to locate the utilities. This cost our department valuable time and money. This contract will also save in overtime pay when the calls are on weekends or after hours.
Thank you.



**UNDERGROUND FACILITIES LOCATING AND MARKING
SERVICE AGREEMENT**

THIS CONTRACT is entered into as of March 20, 2014, and is by and between USIC Locating Services, LLC, an Indiana corporation, (**USIC**), and City of Sedalia (**Customer**).

BACKGROUND

- A. Customer owns and operates underground facilities in the geographic area described on Attachment A to this Agreement (**Contract Service Area**).
- B. Customer desires to have USIC provide the necessary labor and equipment to provide certain services relative to locating and marking Customer's underground facilities in the Contract Service Area.

AGREEMENT

Based on the Background set forth above and in consideration of the mutual covenants, terms and conditions set forth below, USIC and Customer agree as follows:

- 1. Definitions. In addition to the terms defined above the following capitalized terms when used in this Agreement shall have the following meanings:
 - 1.1 **After Hours Call Out** means locate requests made on USIC-observed holidays (Memorial Day, Independence Day/July 4th, Labor Day, Thanksgiving, Christmas, and New Year's Day), weekends, and weekdays from 5 p.m. to 7 a.m., or any time outside of the applicable state one-call's regular business hours.
 - 1.2 **APWA** means the American Public Works Association and its Underground Utility Location and Coordination Council.

- 1.3 **At Fault Damages** means Damage to Customer's Facilities caused by an Excavator that occurs with respect to Locatable Facilities where USIC did not perform the Locate with Reasonable Accuracy.
- 1.4 **Contract Year** means the 365 (366 if period includes February during a leap year) days beginning with the date this agreement begins and the anniversary date each year after.
- 1.5 **Customer's Facilities** means any Underground Facilities owned by Customer.
- 1.6 **Damage to Customer's Facilities** means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.
- 1.7 **Excavator** means any person or entity which engages directly in excavation.
- 1.8 **High Profile Facilities** means fiber cable, 900 pair or greater, switchgear cable, and 6" main or greater.
- 1.9 **Interruption of Service** means an interruption in the services provided by Customer to its customers arising from a Damage to Customer's Facilities.
- 1.10 **Locatable Facilities** means Customer's Facilities that can be field marked with Reasonable Accuracy by using devices designed to respond to the presence of Customer's Facilities, together with records and facility prints, drawings, and maps of sufficient accuracy, but shall specifically not include Unidentifiable Facilities and Unlocatable Facilities.
- 1.11 **Locate** means the completed process of having provided Locate Services at an excavation site.

- 1.12 **Locate Service** means the process of determining the presence or absence of Customer's Facilities, their conflict with proposed excavations, and the Marking of the proper places or routes of Customer's Facilities within Reasonable Accuracy limits as required.
- 1.13 **Low Profile Facilities** means any of Customer's Facilities that are not High Profile Facilities.
- 1.14 **Marking** means the use of stakes and flags, paint strips or other clearly identifiable materials at appropriately distanced intervals and at each divergence from a straight line in accordance with the current marking standards of the APWA to show the field location of Underground Facilities accurately.
- 1.15 **Paintable Locate** means that Customer has buried facilities within the area of the locate request or scope of the ticket.
- 1.16 **Project Locate** means a Locate that requires USIC to spend more than one (1) hour at the excavation site.
- 1.17 **Reasonable Accuracy** means the placement of appropriate Markings within MO twenty-four (24) inches of the outside dimensions of both sides of an Underground Facility.
- 1.18 **Restoration Costs** means the actual costs incurred by Customer to repair Damage to Customer's Facilities arising from At Fault Damages, but shall specifically exclude any Third Party Claims. Restoration Costs is equal to only the actual labor, equipment and material costs incurred by Customer to repair the Damage to Customer's Facilities. Restoration Costs specifically exclude overhead charges, costs arising from betterment of plant (which shall include, among other things, any upgrade, improvement, reinforcement, enlargement or extension of Customer's Facilities), costs arising out of collection actions, whether incurred by the Customer or collection agencies.

- 1.19 **Services** mean the services to be provided by USIC under this Agreement.
- 1.20 **Site Visit** means to visit the site of the locate request, but there are no Locatable Facilities to be marked.
- 1.21 **Site Surveillance** means to watch over and protect Customer's Facilities during unusual or extensive excavation projects (i.e. road widening projects, sewer projects, etc.) and providing such continuous on-site Locate Services as may be dictated by the nature and scope of the excavations. Commonly referred to as a "Watchdog" within the industry.
- 1.22 **Ticket** means the document generated at the one-call center and transmitted to USIC, containing each locate request which USIC is contractually obligated to mark.
- 1.23 **Third Party Claims** means any claims for losses, fines, penalties, damages or expenses made by a person not a party to this Agreement arising from Damages to Customer's Facilities, including but not limited to, claims as a result of (a) injury to or death of any person, (b) damage to or loss or destruction of any property, or (c) Interruption of Service.
- 1.24 **Underground Facilities** means any item buried or placed below the ground for use in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids or other substance including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors below ground.
- 1.25 **Unidentifiable Facilities** means Customer's Facilities that are neither apparent on the records or facility prints, drawings or maps provided by Customer or from a Visual Examination.
- 1.26 **Unlocatable Facilities** means Customer's Facilities whose presence is known either from records provided by Customer or a Visual

Examination, but which cannot be field marked with Reasonable Accuracy using standard procedures employed by USIC.

- 1.27 **Visual Examination** means an attempt to determine the existence of Customer's Facilities at an excavation site by a reasonable visual inspection rather than from Customer's maps and records.

2. Responsibilities of USIC.

- 2.1 USIC shall furnish all labor, materials and equipment necessary to perform Locate Services for Customer within the Contract Service Area except for the maps and records to be provided by Customer under Section 3.1. USIC will receive Ticket transmittals directly from the one-call center for the Contract Service Area at no additional cost to Customer.
- 2.2 Upon receipt of a request for a Locate, USIC will assess whether a field visit to the excavation site and a Visual Examination is required to determine if a conflict exists between the Customer's Facilities and the proposed excavation. If USIC determines that no field visit or Visual Examination is necessary, USIC will proceed under section 2.4 below.
- 2.3 If USIC determines that there are Locatable Facilities present at the excavation site, it will indicate the presence of those facilities with appropriate Markings.
- 2.4 If USIC determines that Customer's Facilities are not present at the excavation site, USIC will either notify Excavator prior to the proposed excavation that Customer's Facilities are not present or mark the excavation site in a manner to indicate that Customer's Facilities are not present at the proposed excavation site.
- 2.5 Customer agrees that USIC will have the right to screen tickets via prints. Customer also agrees that, notwithstanding anything to the contrary contained in this Agreement, USIC will not be liable for any damages that occur because of incorrect prints.

- 2.6 If USIC determines that there are Unlocatable Facilities at the excavation site, it will notify Customer and Customer will be responsible for determining what course of action should be followed to assure that the Unlocatable Facilities are not damaged by Excavator.
- 2.7 Any maps and records furnished by Customer pursuant to section 3.1 shall remain the property of Customer. USIC agrees to return all copies of such maps and records to Customer upon Customer's written request or at the termination of this Agreement. Unless such maps and records were previously known to USIC free of any obligation to keep them confidential, are given to USIC by a third party not obligated to keep them confidential, or become public without any act or omission of USIC, USIC agrees to keep such maps and records confidential and shall use such maps and records only in the performance of this Agreement except upon such terms as may be agreed upon by Customer or as required by law. This obligation of confidentiality shall survive the termination of this Agreement.
- 2.8 Subject to the terms of section 3.2, USIC shall perform the Services as an independent contractor and as such it has the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the Services; that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto; and that it will be responsible for its own acts.
- 2.9 USIC shall not subcontract the Services or any part of the Services without the prior written approval of Customer, which approval Customer may choose to withhold in its sole discretion.
- 2.10 USIC shall comply with the provisions of all applicable permits and licenses relative to the services to be performed hereunder. USIC shall comply with all applicable laws, ordinances and regulations of the United States, the State or States where the Services are performed, and any

unit of local government correctly asserting jurisdiction, applicable to the Services (including, but not limited to Worker's Compensation, Unemployment Insurance and Social Security).

3. Responsibilities of Customer.

- 3.1 Customer agrees to provide USIC with the necessary maps and records to permit USIC to provide the Locate Services. Customer acknowledges that it is Customer's responsibility to keep all applicable maps, records, prints up to date with accurate information. USIC bears no liability for Customer's failure to provide accurate maps, records, and prints, or any damage which results from inaccurate maps, records, and prints.
- 3.2 Customer agrees that it will reasonably cooperate with USIC so that USIC enjoys the same protection under the laws applicable to the Customer regarding Third Party Claims as the Customer would enjoy if it were performing the Services.
- 3.3 Customer will pay USIC for the Locate Services in accordance with the charges set forth on Exhibit B. USIC shall bill for all tickets received from the State One Call, on behalf of Customer. USIC will not be responsible for the accuracy, updates to or the completeness of the definition of the Customer's service area that Customer has provided to the State One Call center.

4. Term, Termination and Exclusive Nature of Agreement

- 4.1 This Agreement shall be effective as of 4/21/2014, and continue for a period of one (1) year, with automatic renewal for consecutive periods of one (1) year on each expiration date, unless sooner terminated pursuant to section 4.3.
- 4.2 Customer shall use USIC as its exclusive provider of Locate Services within the Contract Service Area.

- 4.3 Either party to this Agreement can terminate this Agreement upon thirty (30) days prior written notice to the other. Upon such termination the only liability will be that of the Customer for any Services performed by USIC prior to the effective date of termination.

5. Investigations of Damage to Customer's Facilities

- 5.1 Should either party to this Agreement become aware of any Damage to Customer's Facilities that occurs after USIC has been asked to perform a Locate with respect to the Customer's Facilities, the party learning of the Damage to Customer's Facilities shall promptly notify the other party. This notification may be made orally. Both parties to this Agreement reserve the right and shall be entitled to investigate any reports of Damage to Customer's Facilities.
- 5.2 USIC will investigate incidents of Damage to Customer's Facilities and provide a written report of its findings to Customer upon request. Such report will contain USIC's determination as to whether the Damage to Customer's Facilities constitutes At Fault Damages. Customer shall have thirty (30) days after receipt of USIC's written report to contest USIC's conclusion. Unless Customer notifies USIC in writing within such period that it disputes USIC's conclusion as to At Fault Damages, USIC's conclusion with regard to that issue shall be deemed binding with respect to this Agreement. If Customer disputes USIC's conclusion, the parties will seek to mutually resolve such dispute and if they cannot such dispute will be resolved in accordance with section 11.1.
- 5.3 USIC shall be entitled to collect an investigation fee for each investigation and written report thereof, which it provides to Customer, unless such report concludes or the parties ultimately agree that the report involves At Fault Damages.
- 5.4 Customer agrees that should it fail to notify USIC as provided in section 5.1 of any Damage to Customer's Facilities within forty-eight (48) hours after Customer receives notice of the damage and USIC is otherwise unaware of the damage within that period, then USIC shall not be liable

to Customer for Restoration Costs arising from that Damage to Customers' Facilities and Customer shall indemnify USIC against Third Party Claims in accordance with section 7.1, even if it is later determined that such damage constitutes At Fault Damages.

6. Limitation of Liability and Indemnification of Customer by USIC

- 6.1 USIC will be responsible for paying Customer's Restoration Costs only if:
- a) USIC receives a request to provide Locate Services with respect to Customer's Facilities, and
 - b) the Damage to Customer's Facilities constitutes an At Fault Damage.
- Restoration costs payable by USIC shall at no time collectively exceed 2,000 per incident. If the Damage to Customer's Facilities is not At Fault Damages or if Customer's Facilities are Unidentifiable Facilities or Unlocatable Facilities, USIC's only responsibility will be to provide whatever support to Customer it can reasonably provide to establish whether the Excavator or another third party is liable for such Damage to Customer's Facilities. USIC shall indemnify and hold harmless Customer, its agents, employees, officers, directors and shareholders (**Customer Indemnities**) from and against any and all Third Party Claims to the extent the same arise from At Fault Damages; provided, however, USIC shall not indemnify Customer Indemnities for Third Party Claims arising from Damages that are not At Fault Damages or damages to Unidentifiable Facilities or Unlocatable Facilities or for Third Party Claims that arise from the negligence or willful misconduct of Customer, its agents or employees.

7. Indemnification of USIC by Customer

- 7.1 Customer shall indemnify and hold harmless USIC, its agents, employees, officers, directors and shareholders (**USIC Indemnities**) from and against any and all Third Party Claims to the extent the same arise from Damage to Customer Facilities if the Customer's Facilities were either Unidentifiable Facilities or Unlocatable Facilities or if the Third Party Claims arose from the negligence or willful misconduct of Customer, its agents or employees.

8. Price Revisions

- 8.1 USIC may adjust the prices for Locate Services set forth on Exhibit B upon thirty (30) days notice to Customer, provided that USIC provides Customer evidence that such price increase results from either (a) an increase in USIC costs for providing the Services that exceeds the average rate of inflation for the period since USIC's most recent price increase; (b) a material change in the one-call statute effective within the Contract Service Area; or (c) a change in the mix of the number or types of Locates on which the pricing set forth in Exhibit A was based. Unless Customer contests, in writing within the thirty (30) day notice period, the evidence provided by USIC the price increase will become effective on the date identified in USIC's notice. If Customer contests the basis for the price increase as provided above, the parties shall either negotiate a mutually agreeable resolution or resolve the dispute as provided in section 11.1. At the beginning of each Contract Year subsequent to the first Contract Year, the charges for Locate Services set forth on Exhibit B shall be increased by 3%.
- 8.2 USIC may on a semiannual basis adjust fees based upon fluctuation in fuel prices. The adjustment will be based on "U.S. Regular Conventional Retail Gas Prices" from the US Department of Energy site: http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrqp/mogas_history.html. The average fuel price over the previous 6-months will be reviewed every Contract Year on January 1st and July 1st and pricing will be adjusted when applicable based the average fuel price as outlined in the chart below. There will be no adjustment in fees as long as the average fuel price is at or below \$3.99. For example, if the average fuel price for the previous 6-months is \$4.00 - \$4.49 on July 1, fees will be increased by 1.50% for the next 6-month period through December 31st. If the reviewed average 6-month fuel price (on January 1st or July 1st) drops below \$4.00, the increases will cease to be in effect.

6-month Average Fuel

Price per Gallon	Rate Increase
\$4.00 - \$4.49	1.50%
\$4.50 - \$4.99	Additional 1.00%
\$5.00 - \$5.49	Additional 1.00%
\$5.50 +	Additional 1.00%

9. Equal Employment

9.1 USIC acknowledges that it is an equal opportunity employer. We are committed to ensuring equal employment opportunities for all applicants and employees, and to further our commitment not to discriminate on the basis of sex, race, religion, color, national origin, age, disability, genetic information, or veteran status, or any other basis protected by federal, state or local law ("Protected Classifications).

10. Insurance

10.1 USIC provides the following insurance coverage:

<u>INSURANCE COVERAGE:</u>	<u>LIMITS:</u>
Worker's Compensation	Statutory Limit
Employers' Liability	
Each Accident	\$1,000,000
Disease, Policy Limit	\$1,000,000
Disease, Each Employee	\$1,000,000
Comprehensive General Liability	
including Contractual Liability	\$1,000,000 Each Occurrence
Occurrence Basis BI & PD	\$1,000,000 Each Occurrence
	\$2,000,000 General Aggregate
	(Each occurrence)
Personal Injury	\$1,000,000 Each Occurrence
Products & Completed Operations	\$2,000,000 Each Occurrence
Automobile Liability	
BI & PD Combined	\$1,000,000 Each Occurrence

11. Dispute Resolution

11.1 The parties shall attempt in good faith to resolve all disputes (**Controversy**) promptly by negotiation, as follows. Any party may give the other party written notice of any Controversy not resolved in the normal course of business. Executives of both parties at levels one level above the personnel who have previously been involved in the Controversy shall meet at a mutually acceptable time and place within ten days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty days from the referral of the Controversy to senior executives, or if no meeting of senior executives has taken place within fifteen days after such referral and if the Controversy is over the amount of Restoration Costs owed by USIC to Customer, the parties shall simply split the difference between their respective positions. If more than two Controversies within a given contract year result in a split of the difference under the preceding sentence or if a Controversy involves more than simply a dispute about Restoration Costs, the parties hereto reserve to themselves the right to litigate any such disputes in an appropriate forum. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three working days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and State rules of evidence.

12. Miscellaneous

- 12.1 Neither party shall be deemed to be in default of this Agreement to the extent that any delay or failure to perform its obligations, other than the payment of money, results from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions or strikes. If USIC claims that it is delayed by such a cause, it shall notify Customer immediately and Customer shall be entitled to obtain the Services from any other person until such cause terminates as evidenced by a notice from USIC that such cause has ended.
- 12.2 This Agreement may only be modified or amended by a written instrument signed by an authorized representative of USIC and Customer. The term "Agreement" shall include any such future amendments or modifications.
- 12.3 This Agreement shall constitute the entire contract between the parties with respect to the subject matter of this Agreement. Customer and USIC each represent that it has read this Contract, agrees to be bound by all terms and conditions contained in this Agreement, and acknowledge receipt of a signed, true exact copy of this Agreement.
- 12.4 Customer agrees that during the Term of this Agreement and for a period of six (6) months thereafter, Customer will not hire or solicit for hire any employee of USIC who has been used by USIC within the last six months for the purpose of providing the Services to Customer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

City of Sedalia

USIC Locating Services, LLC

By: _____
(Signature)

By: _____
(Signature)

(Please print)

Tim Seelig

(Please print)

Title: _____

Title: Sr. Vice President

Date 3/20/2014

City of Sedalia
ATTN: Bill Beck
200 South Osage Avenue
Sedalia, MO 65301

Exhibit A

USIC Locating Services, LLC shall provide services in the State of Missouri.

Exhibit B

USIC Locating Services, LLC will charge for services rendered hereunder:

- \$ 8.25 Per Ticket Received from the One Call**

- \$ 30.00 Per After Hour Call Out Ticket**

- \$ 12.00 Project Price Per Quarter Hour for Tickets that Exceed 60 Minutes**

- \$ 12.00 Per Quarter Hour for Watchdogs or Site Surveillance Work**

- Optional**

- \$ 200.00 Per hour for Custom Customer Portal development**

Mail Invoices To: City of Sedalia
 ATTN: Phil Webster
 200 South Osage Avenue
 Sedalia, MO 65301
 Phone: 660-619-0659
 Email: pwebster@alliancewater.com

USIC shall render invoices and statements to Customer on a monthly basis. Each statement shall be paid by Customer within thirty (30) days of invoice date.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 9940 RELATING TO DELETING AN EXISTING CLASSIFICATION AND JOB DESCRIPTION FOR CREW FOREMAN FOR THE PUBLIC WORKS DEPARTMENT AND AMENDING AN EXISTING CLASSIFICATION AND JOB DESCRIPTION FOR CREW SUPERVISOR FOR THE PUBLIC WORKS DEPARTMENT.

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

Section 1. Ordinance No. 9940 is hereby amended by deleting an existing employment classification and job description for Crew Foreman for the Public Works Department and amending an existing employment classification and job description for Crew Supervisor for the Public Works Department for the efficient operation of the City of Sedalia, as follows:

Deletion:

Crew Foreman – Public Works Department – Said job description and position classification is hereby deleted.

Amendments:

Crew Supervisor – Public Works Department. Said job description is attached hereto and made a part hereof as if fully set out herein. (Amending duties for Street and Water Pollution Control Departments and adding duties specific to Sanitation Department)

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 7th day of April 2014.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of April 2014.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC
City Clerk

CITY OF SEDALIA, MISSOURI

Job Description



Job Title:	CREW FOREMAN		
Department:	Public Works		
Supervisor:	Public Works Supervision Structure		
Date:	February 2012	Position No.	PW/20
FLSA Status:	Non-Exempt	Random Substance Testing:	Y

Job Summary:

This position is responsible for leading a crew in the concrete construction and repair of curbs, sidewalks and streets etc.

Job Scope:

The purpose of this position is to lead a crew in the construction maintenance and repair of concrete streets, driveways, curbs, sidewalks, etc.

Essential Duties and Responsibilities:

1. Hands-on supervisory role.
2. Runs concrete crew 70% of the time; supervises weed and brush crew; supervises snow removal (requires night shift supervision one year out of every three)
3. Uses a transit to shoot and establish grade for required work; rebuilds and grades roads; trenches, performs ditch work, shot rock banks.
4. Estimates cost and material of assigned projects; tracks expenses within area of assigned responsibility
5. Interviews candidates for open positions helps train new hires; supervises, coaches, evaluates and disciplines 5 – 10 direct reports; reviews and approves requests for training and time off.
6. Completes daily progress reports.
7. Follows up on complaints from residents; devises solutions; implements solutions; assigns work to staff.
8. Performs preventive maintenance on assigned equipment.
9. Fuels trucks and equipment.
10. Operates light and heavy equipment.
11. Performs other related duties as assigned.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements does not exclude them from the position if the work is similar or related to the position.

Minimum Qualifications:

1. High School diploma or GED; Associates degree preferred
2. Minimum of 3 years of experience in general concrete work
3. Prefer experience in supervision over crews either as a general contractor or as a supervisor on a concrete crew.
4. Missouri drivers license
5. CDL Class B with air brakes, bus and tanker endorsements required
6. Must agree to be subject to random drug screen throughout employment.

Necessary Knowledge, Skills, and Abilities:

1. Knowledge of the construction, maintenance and repair of streets sidewalks, driveways and drainage systems.
2. Skill in supervising the work of an assigned crew.
3. Skill in planning and organizing work.
4. Skill in operating light and heavy equipment, including Bobcat, Backhoe, Motor Grader, Loader, Jack Hammer, Dump Truck, and Snow Plow.
5. Skill in oral and written communication.

Guidelines:

1. City ordinances.
2. Department policies and procedures, building and construction codes and supervisory instructions.
3. Guidelines require judgment, selection, and interpretation in application.

Complexity:

The work consists of related technical and supervisory duties. The need to perform work in heavy traffic or inclement weather conditions and equipment breakdowns contribute to the complexity of the work.

Principal Working Relationships:

1. Co-workers, city employees, and the general public.

Purpose of Contacts:

Contacts are typically to give or exchange information, provide services, resolve problems, motivate or influence persons, and clarify, justify, defend, negotiate, or settle matters.

Supervisory and Management Responsibility:

Contacts are typically with co-workers, city employees, and the general public.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The work is typically performed either outdoors or while sitting at a desk or table with intermittent standing. Some reaching and bending may be required. The employee occasionally lifts light and heavy objects, and may be required to distinguish between shades of color.

Work Environment:

The work is typically performed outdoors or in an office. Work may involve the use of the telephone and personal computer. The employee may be exposed to noise, dust, dirt, machinery with moving parts, and cold or inclement weather. The work may require the use of protective devices such as hard hats, gloves, safety glasses and work boots.



CITY OF SEDALIA, MISSOURI

Job Description

Job Title:	CREW SUPERVISOR		
Department:	Public Works		
Supervisor:	Public Works Supervision Structure		
Date:	April 2014, Revision 1	Position No.	PW/6
FLSA Status:	Non-Exempt	Random Substance Testing:	Y

Job Summary:

This position is responsible for leading a crew and performing other duties that facilitates public works processes

Job Scope:

The purpose of this position is to lead a crew, operate machinery, and perform other duties assigned that helps promote the efficient operation of the department and ensure that public works projects are completed.

Essential Duties and Responsibilities:

1. Supervises an assigned crew involved in public works projects.
2. Assists in interviewing, supervising, training, coaching, and evaluating employees within their assigned work crew or multiple work crews within the department.
3. Prepares written reports, training curriculum, and other documents as required by the department to promote an efficient work process.
4. Operates both light and heavy equipment as assigned.
5. Performs preventive maintenance on assigned equipment.
6. Fuels truck and other equipment.
7. Participates in safety meetings for the department.
8. Follows up on complaints from residents; devises solutions; implements solution; assigns work to staff under the supervision of the individual department.
9. Performs other duties as assigned.

Duties Specific to Street Department:

1. May be assigned to the street sign shop, concrete crew, weed and brush crew, and supervise snow removal. May also be required to operate heavy equipment.
2. Rebuilds and paves roadways, sidewalks, trenches, perform ditch work, shot rock banks; analyzes and inspects streets, schedules personnel to repair and correct issues.
3. Uses a transit to shoot and establish grade for required work.
4. Alerts supervisors of work and repairs needed.
5. Estimates costs and materials of assigned projects; track expenses within area of assigned responsibility.
6. Assigns duties to subordinate personnel.
7. Digs holes and installs signposts and signs.
8. Fabricates parts.
9. Operates road grader for plowing and loader work.
10. Must be required to cover night shift snow removal scheduling and supervision every third year or as assigned by the Street Superintendent.
11. Responsible for budget planning and monitoring within area of responsibility

Duties Specific to Sanitation Department:

1. Assign work routes to sanitation drivers.
2. Safely operates all equipment including sanitation units, grapple truck, bobcat, backhoe, bulldozer, motor grader, dump truck, etc.
3. Oversees repair and other assigned work such as; brush cutting in alley ways, abatement of properties as designated by Code Enforcement to ensure that it is completed.
4. Organize and participates in Clean-Up Sedalia events.
5. Prepares and completes reports as required.
6. Supervises abatements.

7. Supervises department in the absence of the Sanitation Superintendent.

Duties Specific to Wastewater Department:

1. Supervises, repairs, and perform maintenance work on sewer and storm water collection systems.
2. Completes reports on repairs and maintenance work as required.
3. Inventories and purchases supplies as directed by the Department Manager.
4. Performs tub grinding, runs brush through to reduce size, composts reduced brush with sewer sludge, sells to public for fertilizer.
5. Monitors workplace safety.
6. May be required to communicate with homeowners / residents regarding sewer issues.
7. May be required to be on-call as directed by the Department Manager.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements does not exclude them from the position if the work is similar or related to the position.

Minimum Qualifications:

1. High School diploma or GED; Associates degree preferred
2. Computer skills required
3. Prefer experience in supervision over work related crews
4. Missouri drivers license
5. CDL Class B with air brakes, bus and tanker endorsements required
6. Must agree to be subject to random drug screen throughout employment.

Necessary Knowledge, Skills, and Abilities:

1. Knowledge of construction, maintenance, and repair of streets, sidewalks, driveways and drainage systems. (Street and Wastewater)
2. Knowledge of the principles of sidewalk, driveway, street, and yard repair. (Street)
3. Knowledge of construction technology. (Street)
4. Skill in supervising the work of an assigned crew. (All Departments)
5. Skill in planning and organizing work. (All Departments)
6. Skill in welding and fabricating parts. (Street and Wastewater)

7. Skill in operating light and heavy equipment, including a bobcat, backhoe, bulldozer, motor grader, loader, jackhammer, dump truck, and snowplow. (All Departments)
8. Skill in oral and written communication. (All Departments)

Guidelines:

1. City ordinances and department policies and procedures.
2. Building and construction codes, the Manual of Uniform Traffic Control Devices, and federal laws and regulations. (Street)
3. Guidelines require judgment, selection, and interpretation in application.

Complexity:

The work consists of related technical and supervisory duties. The need to perform work in heavy traffic or inclement weather conditions and equipment breakdowns contribute to the complexity of the work.

Principal Working Relationships:

1. Co-workers, other city employees.
2. Contractors, vendors and general public.

Purpose of Contacts:

Contacts are typically to give or exchange information, provide services, resolve problems, motivate or influence persons, and clarify, justify, defend, negotiate, or settle matters.

Supervisory and Management Responsibility:

This position has functional supervision over a crew of assigned personnel.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The work is typically performed either outdoors or while sitting at a desk or table with intermittent standing. Some reaching and bending may be required. The employee occasionally lifts light and heavy objects, and may be required to distinguish between shades of color.

Work Environment:

The work is typically performed outdoors or in an office. Work may involve the use of the telephone and personal computer. The employee may be exposed to noise, dust, dirt, machinery with moving parts, and cold or inclement weather. The work may require the use of protective devices such as hard hats, gloves, safety glasses and work boots.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN INTERLOCAL PARTICIPATION AGREEMENT FOR COOPERATIVE PURCHASING BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND BUY BOARD NATIONAL PURCHASING COOPERATIVE.

WHEREAS, Buy Board is a national purchasing cooperative that was formed on May 26, 2010, and pursuant to MD. Code Ann., State Fin. & Proc. 13-110 (West 2009), and R.1.Gen Laws 16-2-902 (2009), Buy Board is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, Buy Board has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act and the City of Sedalia, Missouri has represented that it is an eligible entity under the Act, that its governing body has authorized this contract and that it desires to contract with Buy Board on the terms described in the proposed agreement attached hereto as Exhibit A and incorporated by reference.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI, as follows:

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the Interlocal Participation Agreement for Cooperative Purchasing by and between the City of Sedalia, Missouri, and Buy Board National Purchasing Cooperative as contained in Exhibit A attached, in substantively the same form and content as the agreement has been proposed.

Section 2. The City Administrator is authorized and directed to execute the document in substantively the same form and content as it has been proposed.

Section 3. The City Clerk is hereby directed to file in her office a duplicate or copy of the document after it has been executed by the parties or their duly authorized representatives.

Section 4. This ordinance shall take effect and be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 7th day of April 2014.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of April 2014.

ATTEST:

Mary Elaine Horn, Mayor

Arlene Silvey, MRCC
City Clerk



**NATIONAL PURCHASING COOPERATIVE
INTERLOCAL PARTICIPATION AGREEMENT**

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between The National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government ("Cooperative Member").

I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, pursuant to Md. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009), and R.I.GEN.LAWS § 16-2-9.2 (2009); and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated May 26, 2010, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.
3. **Termination.**
 - (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to a distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under state or local law, local policy or rule, or within its business judgment.
5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by

6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.
10. **Legal Authority.** The Cooperative Member represents and warrants to the Cooperative the following:
 - a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
 - b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
 - c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
 - d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.
11. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS AND SPONSORS, (INCLUDING, THE NATIONAL SCHOOL BOARDS ASSOCIATION, THE MARYLAND ASSOCIATION OF BOARDS OF EDUCATION, AND THE RHODE ISLAND ASSOCIATION OF SCHOOL COMMITTEES) AND SERVICING CONTRACTOR(S) (INCLUDING, THE NATIONAL SCHOOL BOARDS ASSOCIATION AND THE TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
- (a) Neither party waives any immunity from liability afforded under law;
 - (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
 - (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and
 - (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees pursuant to the applicable law of the State of Rhode Island.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's Endorsers, Sponsors and Servicing Contractors (defined in Paragraph 11, above) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

13. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
14. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
15. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the National Purchasing Cooperative, 1680 Duke Street, Alexandria, VA, 22314. Notices to Cooperative Member may be made by first class mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor).
16. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
17. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
18. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform

the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

TO BE COMPLETED BY THE COOPERATIVE:

The National Purchasing Cooperative, acting on behalf of all other Cooperative Members

By: _____
Assistant Executive Director

Date: _____

[Additional signature page follows.]

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND MISSOURI DEPARTMENT OF CORRECTIONS, DIVISION OF ADULT INSTITUTIONS, TIPTON CORRECTIONAL CENTER.

WHEREAS, the City of Sedalia, Missouri, has received a proposal to enter into an agreement by and between the City of Sedalia, Missouri, and the Missouri Department of Corrections, Division of Adult Institutions, Tipton Correctional Center wherein the Tipton Correctional Center will provide up to 10 worker offenders per day per work week for up to one year to be assist the City in maintaining its cemetery, airport, and streets and allowing the said offenders to gain work skills; and

WHEREAS, under the proposal, the City of Sedalia, Missouri, shall pay the sum and amount of \$7.50 per offender per day worked or up to \$19,500 per year as more fully described in the proposed agreement attached to this ordinance and incorporated by reference as though agreement were set forth herein.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI as follows:

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Missouri Department of Corrections, Division of Adult Institutions, Tipton Correctional Center as the agreement has been proposed.

Section 2. The City Administrator is hereby authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on the agreement in substantively the same form and content as the agreement has been proposed.

Section 3. The City Clerk is hereby directed to file in her office a duplicate copy of the agreement after it has been executed by the parties or their duly authorized representatives.

Section 4. This ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 7th day of April, 2014.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of April, 2014.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC
City Clerk

Jeremiah W. (Jay) Nixon
Governor



Tipton Correctional Center
619 North Osage Avenue
Tipton, Missouri 65081
Telephone: 660-433-2031
Fax: 660-433-2613

George A. Lombardi
Director

State of Missouri
DEPARTMENT OF CORRECTIONS
Ad Exelleum Conamur – "We Strive Towards Excellence"

March 26, 2014

Mr. Gary Edwards, City Administrator
City of Sedalia
200 S. Osage Ave.
Sedalia, MO 65301

Dear Mr. Edwards:

As you are aware our current Work Release Agreement will expire on April 23, 2014. I have enclosed three copies of the work agreement between City of Versailles and the Missouri Department of Corrections, Division of Adult Institutions - Tipton Correctional Center. This contract will continue our agreement until April 23, 2015. If you concur with the agreement, please sign all three copies and return to me at your earliest convenience. One of the originals will be returned to you once our Division Director signs off on the contract. If you have any questions, please contact me at the above address or phone number.

Sincerely,

A handwritten signature in cursive script that reads "Douglas J. Prudden". The signature is written in dark ink and is positioned below the word "Sincerely,".

Douglas J. Prudden, Warden
Tipton Correctional Center

DJP:sk

Enclosure

c: File



**Tipton Correctional Center
Supervised Work Release Program Agreement
Between
The Missouri Department of Corrections
Division of Adult Institutions
2729 Plaza Drive
Jefferson City, MO 65102
And
City of Sedalia
200 S. Osage Ave.
Sedalia, MO 65301**

Introduction

1. The Missouri Department of Corrections, Division of Adult Institutions, Tipton Correctional Center ("TCC") and the City of Sedalia ("Contractor") desire to enter into a Supervised Work Release Program Agreement, for the sole purpose of providing an offender the opportunity to gain work skills. The requirements outlined herein, as agreed to by the parties, are intended to enhance the individual offender's work skills and knowledge of productive habits prior to his release from institutional confinement. In addition to the terms and conditions set forth and agreed to herein, the TCC Warden under the jurisdiction of the Division of Adult Institutions shall develop standard operating procedures. Accordingly, the parties agree that any exceptions, additions and/or deletions to the General Terms and Conditions of this agreement shall be signed, attached and made part of this agreement, subject to final approval by the Director, Department of Corrections and/or designee.
 - 1.1 While work release programs are beneficial to the involved offenders, such programs shall not adversely affect any statewide economic growth or industry. Further, work release programs are neither intended to result in the displacement of employed civilian workers, nor to utilize offender labor to perform work in skilled employment positions which would require certification or licensing.

General Terms and Conditions

2. In consideration of the mutual agreements contained herein, the parties agree to establish a Supervised Work Release Agreement under the following terms and conditions. Accordingly, it is understood that:
 - 2.1 Effective April 24, 2014, a binding agreement shall exist, wherein TCC agrees to furnish laborers ("an offender work crew") to the Contractor. This agreement shall not extend beyond the termination date unless amended in a manner that conveys the intent of both parties to continue such services. Therefore, the parties agree that renewal or any change to this agreement as a result of statute, rule, regulation or court order adopted after the effective date of this agreement shall be accomplished by written and signed amendment between the parties. Upon the mutual agreement of both parties, this agreement may be renewed for two (2) additional one-year periods, or any portion thereof.
 - 2.2 This agreement is not intended to create any rights, liberty interest nor entitlements in favor of any incarcerated offender. The agreement is intended only to set forth the rights and responsibilities of the parties hereto. It is the express intention of the parties hereto that any

entity, other than the parties hereto, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

- 2.3 All the Contractor's employees, and other individuals acting under either party's control, shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of either party that are applicable, current, or hereafter adopted, regarding operations and activities in and about all state property. Personnel shall assist with enforcement of Inmate Rules by reporting violations to the TCC Warden/designee and not obstructing the Missouri Department of Corrections or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. Both parties agree that they may develop communication procedures, which will facilitate the routine operation of the work detail as well as ensure adequate response to unforeseen or emergency events.
- 2.3.1 All Contractor employees who will supervise the offenders must be 21 years of age or older and submit to and pass a background investigation conducted by the Missouri Department of Corrections or its designee. The contractor and its employees understand and agree that the Department shall complete criminal background records checks at least every five (5) years for those employees that have the potential to have contact offenders.
- 2.3.2 No individual employed by the Contractor having direct contact with offenders (work crews) shall currently or within the past two years have been released and/or under the supervision of any federal, state or local authority for a criminal offense. Expenses incurred for background investigations shall be the responsibility of the Missouri Department of Corrections.
- 2.3.3 The Contractor shall cooperate with the TCC regarding mandatory Department Orientation and Training of all assigned offender work crew supervisors prior to actually assuming job assignments, tasks and duties outlined herein.
- 2.4 The Department has a zero tolerance policy for any form of sexual misconduct to include *staff/contractor/volunteer on offender or offender on offender sexual harassment, sexual assault, sexual abuse and consensual sex.*
- 2.4.1 Any contractor or contractor's employee who witnesses any form of sexual misconduct must immediately report it to the TCC Warden or Work Release Coordinator. If a contractor or contractor's employee fails to report, or knowingly condones sexual harassment or sexual contact with or between offenders the Department may cancel the agreement, or, at the Department's sole discretion, require the contractor to remove the employee from supervising offenders under the agreement.
- 2.4.2 Any contractor, or its employee, who engages in sexual abuse shall be reported to law enforcement agencies and licensing bodies, as appropriate.
- 2.5 Regarding all property assigned and/or belonging to the Contractor, the Missouri Department of Corrections shall not be liable in the event of loss, shrinkage or damage of any materials, equipment, supplies or items of value.

- 2.6 All records deemed necessary and appropriate by the Missouri Department of Corrections within customary legal limits shall be provided by the Contractor as mutually agreeable. Such records shall also be made available for audit by the Missouri Department of Corrections' Internal Auditor and/or the Missouri State Auditor.
- 2.7 The TCC Work Release Coordinator and/or designee of the TCC Warden shall coordinate and monitor the progress and activities of the program, coordinate all oversight activities, as well as attend meetings relating to the program as deemed necessary.
- 2.8 As may be applicable, the placement of offenders, their assignment, transfer, movement and/or dismissal from any segment of the program shall be at the sole discretion of the TCC Warden and/or designee. Accordingly, targeted offenders (offender work crew participants) shall be received, accepted and assigned under the following conditions:
- a. Classification and assignment of offenders shall be under the control of the TCC.
 - b. On an annual basis and as mutually agreeable, employees who supervise offender workers shall be provided training and orientation deemed appropriate, based on the service to be provided pursuant to this agreement.
 - c. The Contractor, working in concert with the TCC, agrees to provide continuous surveillance and monitoring of all offender work crew activity while on work assignment. Immediate notification of any unusual events or behavior observed by designated supervising employees and/or its designees, which may indicate a threat to public safety or continued operation of the work detail shall be directed to the TCC Warden, TCC Chief of Custody, TCC Work Release Coordinator, and/or their designees. The parties herein agree that guidelines set forth in section 217.360 RSMo shall be communicated to their agency staff, and that any suspicion or feedback of a possible infraction shall be documented and copied immediately to the TCC Warden and/or designee.
 - d. A staffing ratio of at least one (1) supervising staff person to ten (10) offenders, or less, shall be maintained at all times while on work detail.
 - e. If required and/or deemed necessary, TCC shall provide individual radios to the escorting correctional staff in an effort to assist in maintaining adequate surveillance and improve communications throughout the work shift. All communication equipment must be maintained in operable condition throughout the work shift.
 - f. The parties agree that work locations for offenders shall be limited to the buildings and/or grounds comprising a work site and restricted to those areas associated with the subject program and services. Any and all offender absences from authorized and assigned work locations must be reported to the TCC Control Center immediately.
 - g. While on work detail assignment, all offenders, their work location, the vehicles utilized for transportation of offender work crews, and all areas accessible by offenders shall be subject to search by an appropriate correctional authority.

- h. Offenders assigned to work crews shall not be involved with the burning of any materials whatsoever. In addition, offenders are not to be involved with use or handling of any explosive.
- i. Offenders assigned to work crews shall not operate trucks, automobiles or any other motor vehicle requiring a Missouri Driver's License. Offenders shall not be allowed to ride in the bed of any truck during transportation.
- j. The parties agree to conduct themselves in accordance with Missouri Department of Corrections Policy D2-11.10 (See Attachment 1- Staff Conduct) regarding all work activities, professional conduct and supervising relationship involving work crew offenders.
- k. Offender contact with members of the general public must be kept to a minimum. The designated supervisor must strictly monitor any direct or indirect contact with the public at all times.
- l. Work crew numbers ("detail size") shall be as outlined herein and assigned dependent on volume of work, productivity and security requirements. The Contractor shall provide 48 hours prior notification regarding any required change in the detail size. TCC agrees to make every effort to accommodate the needs of the Contractor; however, the TCC Warden and/or designee shall maintain the right to adjust work crew size for safety and security reasons. This decision shall be final and without recourse.
- m. All offenders must be in possession of a current Missouri Department of Corrections offender identification card.
- n. The TCC Warden and/or designee shall provide work crew participants appropriate state issued clothing to include t-shirts, boxer underwear, gray shirts, gray trousers, socks, boots. For offenders performing duties outdoors during winter months, the TCC Warden and/or designee should provide work crew participants with winter gear including thermal underwear bottoms and tops, gloves, a coat and a stocking cap. Any additional gear deemed necessary by work crew supervisors shall be provided by the contractor and must be approved in advance by the Department of Corrections.
- o. Incidents involving offender workers requiring medical attention shall be reported to the TCC Warden and/or designee immediately. Routine and non-emergency medical needs shall be managed by correctional staff and referred to the on-site TCC Medical Administrator and/or designee. Emergency medical needs shall be managed utilizing either on-site TCC Medical Services or community resources, whichever is determined to be prudent under the circumstances or in lieu of prevailing health care practices. In either instance, the Contractor staff shall accompany/assist, maintain, watch over and/or supervise offender workers until relieved by TCC correctional staff. In all instances, the TCC Warden and/or designee and the TCC Medical Administrator must be notified immediately when the health and welfare of any offender worker is questionable. Accident reports shall be submitted to the TCC Safety Manager within 24 hours of any incident.

- p. The TCC Warden and/or designee shall direct that on-site meals are prepared within TCC and provided at the work site, including a beverage, for the offender workers. No unauthorized food or drink, including intoxicants and/or substances of abuse shall be provided to offender work crew members. All serving utensils provided by either agency shall be monitored, inventoried, retrieved and secured following individual meals.
- q. The TCC Warden agrees to replace workers upon receipt of notice from the Contractor supervisors. Replacement workers will be dependent upon availability of eligible candidates. Offenders absent for limited periods will not be replaced.
- r. The Contractor shall provide all equipment and supplies required by its staff and offender work crewmembers under supervision for the provision of all services outlined herein. Equipment and supplies shall include, but may not necessarily be limited to, all materials, cleaning supplies, tools and machine parts, repair of equipment and/or replacement, insect repellent and/or replenishment of supplies necessary to perform the assigned task.
- s. The Contractor will provide safe working conditions. The Contractor will provide all needed repair and maintenance for all tools, equipment or machinery used by offender workers. The Contractor shall provide training, instruction and supervision for all offender workers in the safe and appropriate use and handling of all materials, supplies, tools, equipment, machinery and facilities used to perform all worker assignments. Retraining and additional supervision shall be provided as necessary to insure the safety of workers and the public. The Contractor shall provide documentation of all training to the TCC Warden and/or designee within five (5) working days following completion of any training program (class) or retraining.

Specific Terms and Conditions

- 3. The parties herein agree that services shall be provided on an as needed, if needed basis, with the exception of designated state holidays, and other times as may be deemed in the best interest of either party.
 - 3.1 TCC will provide up to ten (10) offenders for the work agreement. However, the number of offenders assigned at any given time shall be dependent on the availability of qualified offenders and shall be at the discretion of the TCC Warden.
 - 3.2 Offenders will be assigned to the following shifts:
 - Monday through Friday, 7:00 a.m. – 4:00 p.m., with a thirty (30) minute lunch break
 - 3.3 Services provided may be interrupted when security or emergency situations occur within the institution or the State of Missouri. The TCC Warden shall have the sole discretion as to whether these situations require the interruption of offender work release.
 - 3.4 Offenders assigned to the Contractor work agreement will engage primarily in various duties to include:

- General Maintenance:
 - Street repair and roadside maintenance
- 3.5 Offenders will be assigned to work at *City of Sedalia*.
 - 3.6 The Contractor agrees to transport offender work crew participants to and from the worksite on a daily basis, exclusive of state and/or federal holidays, except in those times where emergencies preclude the availability of workers.
 - 3.7 The Contractor shall notify TCC Control Center at least twenty-four (24) hours in advance of any shift cancellation.
 - 3.8 Transportation staff shall sign a weekly out count showing the number of offender workers received in the morning and the number of offender workers returned to TCC in the evening. A copy of the out count shall be retained by TCC.

Payment Invoice

4. Payment and Invoice processing shall be subject to the following:
 - 4.1 Payment of taxes, FICA, and any statutorily required employee benefits shall be the responsibility of the Contractor.
 - 4.2 Neither agency shall be responsible for additional displacement expenses of the other as a result of this cooperative effort. Displacement expenses are defined as those expenses associated with travel, meals, lodging, communications and/or other expenses resulting from work requirements and/or attendance at one or more training events.
 - 4.3 The Contractor agrees to pay the Missouri Department of Corrections in accordance with the following schedule:

The Contractor will compensate offender workers \$7.50 per eight (8) hour shift. Offenders shall be compensated \$7.50 for any shift under four (4) hours in duration, including the cancellation of a shift once offenders have been delivered to a work site.
 - 4.4 The Contractor shall submit time cards by the second business day of every month to the TCC.
 - 4.5 Upon receipt of the invoice sent from the Department, the Contractor shall pay the invoice within thirty (30) calendar days. In the event the Contractor is a Missouri state government agency, SAM II vendor number E931422700-0 shall be utilized for payment processing. Payments shall be sent to the Missouri Department of Corrections, Offender Finance Office, P.O. Box 1609, Jefferson City, Missouri, 65102.

Renewals, Amendments and Termination

5. This agreement contains the entire agreement and understanding between the parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. No modification, amendment, renewal, extension or other alteration of this agreement shall be effective unless mutually agreed upon in writing by the parties. No breach of any term, provision or clause of this agreement shall be deemed waived or excused unless such waiver of consent shall be in writing

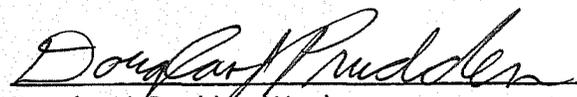
and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of other whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach. The Missouri Department of Corrections shall have the right, at its sole option, to renew the agreement. Unless otherwise amended in writing and approved by both parties, it is agreed to by the parties that this agreement shall terminate on the part of all parties in any of the following events:

- a. At 11:59 p.m. one year from the effective date.
- b. By failure of the Contractor and/or its staff to abide by all Missouri Department of Corrections rules and regulations.
- c. Upon thirty (30) days written notice of intent to cancel by either party, without cause.

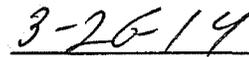
Signed and agreed hereto:

Gary Edwards, City Administrator
City of Sedalia

Date



Douglas J. Prudden, Warden
Tipton Correctional Center
Missouri Department of Corrections



Date

Dave Dormire, Director
Division of Adult Institutions
Missouri Department of Corrections

Date

**MISSOURI DEPARTMENT OF CORRECTIONS
DEPARTMENT
PROCEDURE MANUAL**

D2-11.10 Staff Member Conduct

Effective Date: October 5, 2013

Signature on File

George A. Lombardi, Department Director

I. PURPOSE: This procedure has been developed to provide staff members with a guideline of professionalism and appropriate conduct.

A. **AUTHORITY:** Sections 105.055, 217.040, Chapter 36, 1CSR 20-3.070.2 RSMo.

B. **APPLICABILITY:** All staff members of the department.

II. DEFINITIONS:

A. **Avoidable Contact:** Any contact with an offender, or ex-offender or the significant other or family member of an offender that is not authorized as a responsibility of the staff member's position. Avoidable contact includes, but is not limited to:

1. unauthorized oral or written communication,
2. business or social interaction, and
3. other overly familiar act with an offender that includes, but is not limited to,
 - a. giving unauthorized gifts of any nature,
 - b. name calling,
 - c. teasing,
 - d. horseplay,
 - e. joking,
 - f. carrying messages, or
 - g. sharing personal information.

B. **Chief Administrative Officer (CAO):** The highest ranking individual at the worksite, as designated below. Exception: Staff members at the worksite who do not report to the worksite CAO will be accountable to the deputy/assistant division directors/central office section heads who are in their chain of command.

1. Director's Office
 - a. Deputy Department Director
2. Department Sections in the Director's Office

- a. Deputy Department Director
 - b. Central Office Section Heads
3. Division of Probation and Parole
- a. Division Director or designee
 - b. Chief State Supervisor
 - c. Assistant Division Director or designee
 - d. Regional Administrator
 - e. Superintendents
 - f. Field Service Administrators
 - g. District Administrators
4. Division of Adult Institutions
- a. Division Director or designee
 - b. Deputy Division Director or designee
 - c. Assistant to Division Director or designee
 - d. Wardens
5. Division of Offender Rehabilitative Services
- a. Division Director or designee
 - b. Assistant Division Director or designee
 - c. Wardens
 - d. Central Office Section Heads
6. Division of Human Services
- a. Division Director or designee
 - b. Central Office Section Heads
 - c. Regional Training Administrators
- C. **Ex-Offender:** An offender who has been released from all supervision of any division of the department.
- D. **Family:** For the purpose of this procedure, family shall include:
- a. spouse,
 - b. parents/step-parents and their spouses,
 - c. siblings and their spouses,
 - d. children/step-children and their spouses,
 - e. grandparents/step-grandparents and their spouses,
 - f. grandchildren/step-grandchildren,
 - g. aunt,
 - h. uncle,
 - i. niece,

- j. nephew, and
 - k. cousin.
- E. Immediate Family:** For the purpose of this procedure, immediate family shall include:
- 1. spouse,
 - 2. parents/step-parents and their spouses,
 - 3. siblings/step-siblings and their spouses, and
 - 4. children/step-children and their spouses.
- F. Offender:** Any individual under the custody or supervision of any division of the department, including any person confined in a community supervision center.
- G. Significant Other:** A person who is in a romantic relationship with the offender such as a boyfriend, girlfriend or fiancé.
- H. Staff Member:** Any person who is:
- 1. Employed by the department on a classified or unclassified basis (permanent, temporary, part-time, hourly, per diem) and are paid by the State of Missouri's payroll system;
 - 2. contracted to perform services on a recurring basis within a department facility (i.e., medical services, mental health services, education services, substance abuse services, etc.) pursuant to a contractual agreement and has been issued a permanent department identification card;
 - 3. a volunteer in corrections;
 - 4. a student intern;
 - 5. issued a permanent department identification card or special access in accordance with the department procedure regarding staff member identification.
- I. Working Days:** Monday through Friday except holidays.

III. PROCEDURES:

- A. PROFESSIONAL PRINCIPLES OF CONDUCT:** In order to pursue organizational excellence staff members are expected to adhere to the following professional principles and conduct:
- 1. strive toward excellence in the day to day work activities;
 - 2. treat all persons respectfully, fairly, honestly and with dignity;
 - 3. perform duties responsibly;
 - 4. empower and assist other staff members to perform their jobs in a responsible manner;
 - 5. accept and respect the differences in people;
 - 6. work as a team member;

7. make ethical decisions and act in an ethical manner;
8. hold themselves and all other staff members accountable for their actions;
9. abide by the laws;
10. be truthful in reports, interviews, during investigations/inquiries and in other dealings with the public and staff members;
11. be familiar with and adhere to:
 - a. the respective job components and job expectations established through the performance appraisal system;
 - b. the policies and procedures relating to job functions;
 - c. the employee handbook;
 - d. the department procedure regarding employee standards;
 - e. the department procedure regarding staff member personal appearance;
12. to represent to the public the highest moral, ethical, and professional standards and must accept as a condition of employment a code of personal conduct beyond that of a staff member in the private sector or some other public sector positions;
13. to create by attitude, dress, language and general demeanor a working environment free from actual or implied discrimination or harassment of any nature relating to race, color, religion, creed, sex, national origin, age or disability (or perceived disability);
14. report inappropriate actions, misconduct, offender or resident abuse, and sexual contact by staff members and offenders or residents to appropriate personnel.

B. UNAUTHORIZED CONTACT WITH OFFENDERS AND EX-OFFENDERS:

1. Any of the requirements of this procedure concerning an ex-offender will be effective for one year from the date the offender leaves supervision.
2. Staff members must maintain professional relationships with offenders.
3. Staff members must not knowingly have avoidable contact with:
 - a. an offender,
 - b. an offender's family,
 - c. an offender's legal guardian and spouse,
 - d. an offender's significant other, or
 - e. an ex-offender (this does not include staff members who are ex-offenders).

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4. A staff member must provide written notification to the CAO the next day he¹ reports to duty with copies to all supervisors in the chain of command when he:
 - a. discovers that a family member is an offender,
 - b. discovers that a person with whom he has a pre-existing personal relationship becomes an offender,
 - c. discovers that a person with whom he has a personal relationship is an offender or ex-offender, or the immediate family, significant other, legal guardian or spouse of an offender or ex-offender,
 - d. knowingly has unauthorized contact with an offender, ex-offender, or the immediate family, or significant other, legal guardian, or spouse of an offender, whether at work or outside the worksite; for example, when an offender calls a staff member at home,
 - e. holds a second job or performs volunteer work which brings him into contact with offenders or ex-offenders, the offender's immediate family, legal guardian, or spouse in accordance with the department procedure regarding secondary employment/volunteer work.
 - f. The CAO will ensure that a copy of this written notification is placed in the employee's working file and official file.
5. Staff members must avoid disclosing to offenders/ex-offenders any personal information about themselves or other staff.
6. Staff members must not, give his or a fellow staff member's home or personal cellular telephone number or address to an:
 - a. offender/ex-offender or the offender's,
 - (1) immediate family,
 - (2) significant other,
 - (3) legal guardian, or
 - (4) spouse.
7. Staff members must not, except as authorized in the normal course of duty, receive from, or give anything to, an:
 - a. offender/ex-offender or the offender's,
 - (1) immediate family,
 - (2) significant other,
 - (3) legal guardian, or
 - (4) spouse.

¹ All references in this procedure to the male gender are used for convenience only and shall be construed to include both female and male genders.

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8. Staff members shall not remove from, or bring into, any area under jurisdiction of the department any property, message, or any other item for an offender without proper authorization of the division director or designee.
9. The division director or designee may, upon request of a staff member, allow contact between the staff member and an offender, ex-offender or the family, significant other, legal guardian or spouse of an offender, if such contact does not conflict with compromise or threaten the operations and mission of the department or the confidentiality of information maintained by the department.
 - a. The division director or designee will provide the staff member with written directions concerning such contact which will include any reasonable limits or restrictions on any contact allowed.
 - (1) Any staff member who fails to follow the limitations or restrictions will be subject to disciplinary action.

C. REPORTING CRIMINAL MISCONDUCT:

1. Staff members who are arrested or charged with a criminal offense must immediately notify the CAO or highest ranking staff member available.
 - a. In this context, immediately means as soon as possible, but no later than the beginning of the next shift worked by the staff member.
2. Staff members are required to report arrest and charges for any felony or misdemeanor, including city or county ordinances, except for minor traffic violations.
 - a. Alcohol or drug related charges and driving while suspended or revoked are not minor traffic violations and must be reported.
 - b. Staff members must report a citation or arrest for a traffic violation that occurs while operating a state vehicle.
 - c. Custody staff members must report the suspension, revocation or expiration of his motor vehicle operators/chauffeurs license.
 - d. Noncustody staff members whose job requires operating a vehicle, must report the suspension, revocation or expiration of the motor vehicle license that is required.
 - e. The CAO should issue an administrative proceedings warning, using the administrative proceedings warning form, to the staff member at the time the statement is requested.
 - f. The written report must be submitted before the end of the next shift worked.
3. Staff members who are on leave at the time of an incident (or soon thereafter) must provide the written notification as soon as possible, but no later than 3 working days after the event.
 - a. The CAO will determine whether the staff member will be required to report to the worksite.
 - b. A staff member who is on leave, other than administrative leave, will be compensated for the time spent at the worksite required to prepare the written account.
4. Upon request, staff members must provide written authorization to the CAO to obtain copies of law enforcement reports and other documents concerning the incident.
 - a. Failure to do so will be considered the same as failure to cooperate with an investigation.

5. Staff members must notify the CAO in writing about court appearances related to the charge in advance of the court appearance, whenever possible.
 - a. If advance notification is not possible, staff members must report it as soon as possible, but no later than 3 working days after the court appearance.
 - b. The staff member must notify the CAO in writing of the outcome of each court appearance, (i.e. dismissal of charge, change of charge, inclusion of additional charges, findings and disposition, continuance and date of next appearance).
 - c. The staff member must provide the CAO with written account of the final disposition of the charge.
 - (1) This includes any plea that results in a suspended imposition or execution of sentence.
 - (2) The staff member must submit this account before the close of the next working day.
 - d. Upon receipt of a report that a staff member has been arrested or charged, the CAO will promptly notify the division director or designee.
 - e. The CAO will provide updates as needed to the division director or designee as he receives updates.

D. REPORTING MISCONDUCT:

1. Staff members having knowledge of any instances of offender or resident abuse or sexual contact with an offender or resident shall immediately report such to the inspector general in accordance with the department procedures regarding offender physical abuse and offender sexual abuse and harassment.
2. Staff members must immediately report any misconduct through the appropriate chain of command.
 - a. If there is reason to believe that any staff member in the chain of command may be involved in the alleged misconduct, the staff member should report the matter to the next higher level of management in the department.
3. Staff members shall report actual or attempted theft of department property or the property of others.
4. Staff members shall report any unauthorized possession of, loss or damage to, state property or the property of others, or endangering state property or the property of others through carelessness.
5. Staff members shall report any neglect of job responsibility by staff members which may jeopardize the security of the work place.

E. REPORTING MISMANAGEMENT:

1. A copy of Section 105.055 RSMo will be posted in locations where it can reasonably be expected to come to the attention of all staff members of the department.

F. ADMINISTRATIVE ACTION ON PENDING FELONY VIOLATIONS:

1. Upon arrest for a felony charge, the staff member may be placed on administrative leave in accordance with the department procedure regarding administrative leave.

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2. If formal felony charges are filed, the staff member may be placed on suspension pending disposition of the charges in accordance with the department procedure regarding suspension.

IV. REFERENCES:

- | | |
|-------------|--------------------------------------|
| A. 931-3469 | Administrative Proceedings Warning |
| B. D1-8.6 | Offender Physical Abuse |
| C. D1-8.13 | Offender Sexual Abuse and Harassment |
| D. D2-9.2 | Suspension |
| E. D2-11 | Employee Standards |
| F. D2-11.1 | Secondary Employment/Volunteer Work |
| G. D2-11.8 | Staff Personal Appearance |

V. HISTORY:

- | | |
|-----------------------------|----------|
| A. Original Effective Date: | 05/08/89 |
| B. Revised Effective Date: | 04/23/90 |
| C. Revised Effective Date: | 09/15/93 |
| D. Revised Effective Date: | 04/20/99 |
| E. Revised Effective Date: | 05/15/00 |
| F. Revised Effective Date: | 04/06/08 |
| G. Revised Effective Date: | 05/23/09 |
| H. Revised Effective Date: | 12/17/09 |
| I. Revised Effective Date: | 10/05/13 |

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SEDALIA, MISSOURI, ACCEPTING AND SUPPORTING THE ADOPTION OF THE 2014 COMPREHENSIVE PLAN FOR THE CITY OF SEDALIA, MISSOURI.

WHEREAS, the City of Sedalia embarked upon a process to revise and update its master planning instrument; and

WHEREAS, the City of Sedalia held a series of public forums to gather input from the citizens of Sedalia regarding their desires for the future of the community; and

WHEREAS, copies of the Comprehensive Plan draft were made publicly available at locations in the community and online at the City's website; and

WHEREAS, the Planning and Zoning Commission held a public hearing on Wednesday, March 26, 2014 to solicit input on the Comprehensive Plan; and

WHEREAS, the Planning and Zoning Commission of the City of Sedalia, Missouri has adopted the 2014 Comprehensive Plan for the City of Sedalia, Missouri.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Sedalia, Missouri, it hereby accepts and supports the adoption of the 2014 Comprehensive Plan for the City of Sedalia, Missouri.

PASSED by the Council of the City of Sedalia, Missouri, this 7th day of April 2014.

Presiding Officer of the Council

ATTEST:

Arlene Silvey, MRCC
City Clerk

Office of the Mayor

TO: Members of City Council
FROM: Mayor Elaine Horn *EH*
DATE: April 2, 2014
RE: Appointments to City Boards and Commissions

I would like to make the following recommendations:

New appointments:

BOARD	MEMBER	TERM
Animal Advisory Control Board		
	Police Chief John DeGonia Municipal Building 201 West 2nd Street	Appointed per Ordinance No.10161
	Dana Gillig, DVM 3409 S. Green Ridge Road	1 Year Term Expires 06-2015
	Pete Sublett 1416 South Carr	2 Year Term Expires 06-2016
	Sue Heckart 3102 Skyline Drive	3 Year Term Expires 06-2017
	Barbara Hayden 1300 W. Henry Street	3 Year Term Expires 06-2017

Reappointment:

BOARD	MEMBER	TERM
Central Business & Cultural District		
	Max Mitchell 112 W. 4th Street	Term Expires 06-2016

**City of Sedalia
Department Bills 4-7-2014**

Vendor Name	Invoice Number	Amount
Aaron Berry	0314	\$ 39.20
Airgas USA LLC	9025207765	\$ 51.07
Airgas USA LLC	9025720562	\$ 157.25
Alamar Uniforms	436623	\$ 359.00
Alamar Uniforms	441436	\$ 205.75
Alamar Uniforms	441439	\$ 205.75
Alamar Uniforms	441698	\$ 10.00
Alamar Uniforms	436623-80	\$ (199.00)
Alfa Laval Ashbrook Simon-Hartley Inc	130119	\$ 3,765.37
Alliance Water Resources Inc	5951	\$ 22,111.00
Alliance Water Resources Inc	5986	\$ 23,437.66
Al's Portable Welding	3719	\$ 15.00
Al's Portable Welding	3722	\$ 1,275.00
Al's Portable Welding	3752	\$ 140.00
Andrew Burt	0314	\$ 1,155.44
Arlene Silvey	0314	\$ 114.37
Art & Graphics Innovations Llc	1377	\$ 300.00
AT & T	0314B	\$ 79.47
AT & T	0314C	\$ 205.41
AT & T	0314D	\$ 93.44
B & P Excavating	927	\$ 2,650.00
B & P Excavating	959	\$ 4,995.00
B & P Excavating	960	\$ 23,500.00
B & P Excavating	961	\$ 25,000.00
BDF Enterprises LTD	44142	\$ 72.85
Benitz Service Co	038261	\$ 335.47
Benitz Service Co	038262	\$ 260.83
Benitz Service Co	038263	\$ 1,060.00
Bill Greer Collision Center	10992	\$ 1,946.16
Black Gold Rubber Recyclers LLC	958302	\$ 467.00
Boone Quarries	123767	\$ 383.20
Boone Quarries	124474	\$ 361.00
Brenntag Mid-South Inc	BMS039275	\$ (150.00)
Brenntag Mid-South Inc	BMS416046	\$ 237.50
Brenntag Mid-South Inc	BMS416426	\$ 207.40
Brenntag Mid-South Inc	BMS676099	\$ 647.50
Brenntag Mid-South Inc	BMS687345	\$ 786.62
Bryant Motor Co	279882	\$ 26,450.00
Bryant Motor Co	279981	\$ 26,450.00
CDW	KQ49635	\$ 97.68
Central Missouri Electric Coop Inc	0314	\$ 139.91
Central Missouri Electric Coop Inc	314	\$ 25.00
Central Missouri Electric Coop Inc	414	\$ 6,504.48
Central Missouri Electric Coop Inc	0414-61	\$ 6,504.48
Central Power Systems & Services	10-077240	\$ 742.07
Chad's Awning Service	0314	\$ 2,530.00
Champion Brands LLC	458478	\$ 458.35
Charter Communications	0314-11	\$ 300.64
Charter Communications	0314-12A	\$ 101.99
Charter Communications	0314-12B	\$ 37.01
Charter Communications	0314-12D	\$ 175.51
Charter Communications	0314-13	\$ 142.38
Charter Communications	0314-14	\$ 94.99
Charter Communications	0314-19A	\$ 136.49

Vendor Name	Invoice Number	Amount
Charter Communications	0314-MUNI	\$ 119.99
Cintas Corp #379	379113938	\$ 589.75
Cintas Corp #379	379114983	\$ 588.80
Cintas Corp #379	379116040	\$ 1,067.46
City of Sedalia	0314	\$ 152.50
City Safe & Lock Service	072679	\$ 96.00
Clark's Tool & Equipment	153067	\$ 16.00
Clark's Tool & Equipment	153144	\$ 10.50
Composting & Organics Assoc. Of Missouri	98	\$ 500.00
Conrad Fire Equipment Inc	489946	\$ 38.56
Conrad Fire Equipment Inc	490096	\$ 75.00
Consolidated Electrical Distributors Inc.	494208	\$ 93.78
Consolidated Electrical Distributors Inc.	494611	\$ 247.00
Consolidated Electrical Distributors Inc.	8075-494335	\$ 16.55
Consolidated Electrical Distributors Inc.	8075-494700	\$ 35.48
Cooperative Workshops Inc	43363	\$ 5,000.00
Cooperative Workshops Inc	43367	\$ 5,000.00
Crow-Burlingame Co	720061613	\$ 8.24
Crow-Burlingame Co	720061621	\$ 21.18
Crow-Burlingame Co	720061625	\$ 51.46
Crow-Burlingame Co	720061632	\$ 31.51
Crow-Burlingame Co	720061636	\$ 31.31
Crow-Burlingame Co	720061644	\$ 7.83
Crow-Burlingame Co	720061653	\$ 16.48
Crow-Burlingame Co	720061679	\$ 22.71
Crow-Burlingame Co	720061681	\$ 611.00
Crow-Burlingame Co	720061698	\$ 4.39
Crow-Burlingame Co	720061717	\$ 9.10
Crow-Burlingame Co	720061723	\$ 17.17
Crow-Burlingame Co	720061744	\$ 32.88
Crow-Burlingame Co	720061766	\$ 278.59
Crow-Burlingame Co	720061770	\$ 17.50
Crow-Burlingame Co	720061771	\$ 113.75
Crow-Burlingame Co	720061840	\$ 67.32
Crow-Burlingame Co	720061854	\$ 3.10
Crow-Burlingame Co	720061864	\$ 63.79
Crow-Burlingame Co	720061907	\$ 263.48
Crow-Burlingame Co	720061908	\$ 275.98
Crow-Burlingame Co	720061909	\$ 327.98
Crow-Burlingame Co	720061910	\$ 51.99
Crow-Burlingame Co	720061914	\$ (75.00)
Crow-Burlingame Co	720061919	\$ 4.06
Crow-Burlingame Co	720061942	\$ 21.72
Crow-Burlingame Co	720061979	\$ 29.00
Crow-Burlingame Co	720062036	\$ 34.22
Crow-Burlingame Co	720062072	\$ 44.99
Crow-Burlingame Co	720062111	\$ 12.00
Crow-Burlingame Co	720062112	\$ 67.99
Crow-Burlingame Co	720062121	\$ 175.99
Crow-Burlingame Co	720062126	\$ 25.98
Crow-Burlingame Co	720062141	\$ 8.80
Crow-Burlingame Co	720062170	\$ 11.70
Crow-Burlingame Co	720062229	\$ 224.64
Crow-Burlingame Co	720062237	\$ 29.75
Crow-Burlingame Co	720062259	\$ 83.00
Crow-Burlingame Co	720062272	\$ 18.58
Crow-Burlingame Co	720062309	\$ 58.58

Vendor Name	Invoice Number	Amount
Crow-Burlingame Co	720062314	\$ (12.91)
Crow-Burlingame Co	720062384	\$ 43.99
Crow-Burlingame Co	720062409	\$ 55.99
Crow-Burlingame Co	720062466	\$ 54.06
Crow-Burlingame Co	720062470	\$ (29.00)
Crow-Burlingame Co	720062528	\$ 525.00
Crow-Burlingame Co	720062542	\$ 9.10
Crow-Burlingame Co	720062579	\$ 6.00
Crow-Burlingame Co	720062612	\$ 28.10
Crow-Burlingame Co	720062618	\$ 67.48
Crow-Burlingame Co	720062693	\$ 86.70
Crow-Burlingame Co	720062697	\$ 92.92
Crow-Burlingame Co	720062701	\$ 10.50
Crow-Burlingame Co	720062708	\$ 54.79
Crow-Burlingame Co	720062715	\$ 107.58
Crow-Burlingame Co	720062762	\$ 41.94
Crow-Burlingame Co	720062859	\$ 38.00
Crow-Burlingame Co	720062879	\$ 27.26
Crow-Burlingame Co	720062880	\$ 71.71
Crow-Burlingame Co	720062903	\$ 9.00
Crow-Burlingame Co	720062909	\$ 18.89
Crow-Burlingame Co	720062911	\$ 14.49
Crow-Burlingame Co	720062927	\$ 14.98
Crow-Burlingame Co	720062930	\$ 37.41
Crow-Burlingame Co	720062950	\$ 72.56
Crow-Burlingame Co	720062989	\$ 28.64
Crow-Burlingame Co	720062998	\$ 175.00
Crow-Burlingame Co	720063040	\$ 20.83
Crow-Burlingame Co	720063042	\$ (86.70)
Crow-Burlingame Co	720063043	\$ 22.00
Crow-Burlingame Co	720063049	\$ 28.64
Crow-Burlingame Co	720063052	\$ 230.00
Crow-Burlingame Co	720063053	\$ 6.18
Crow-Burlingame Co	720063058	\$ (39.05)
Crow-Burlingame Co	720063078	\$ 5.24
Crow-Burlingame Co	720063114	\$ 77.00
Crow-Burlingame Co	720063122	\$ 17.20
Crow-Burlingame Co	720063125	\$ 56.94
Crow-Burlingame Co	720063135	\$ 34.98
Cullum & Brown Of Kc Inc	209869	\$ 612.86
Custom Auto	13648	\$ 440.00
Dell Marketing LP	XJCMC6JX2	\$ 828.36
Dell Marketing LP	XJCNDNND1	\$ 126.34
Dell Marketing LP	XJCWJ73N7	\$ 44.99
Dell Marketing LP	XKCMDMMD1	\$ 126.34
Devin Lake	0314	\$ 31.45
Do-Rite Construction & Excavating	0414	\$ 12,370.00
Eagle Capital Corporation	1351	\$ 373.52
Eagle Capital Corporation	1518	\$ 342.20
Ed M Feld Equip Co Inc.	0258847-IN	\$ 72.50
Ed M Feld Equip Co Inc.	0259025-IN	\$ 122.50
Ed M Feld Equip Co Inc.	0259207-IN	\$ 48.00
Elkins-Swyers Company Inc	135668-01	\$ 515.18
Ellen Cross	0314	\$ 43.29
Empire District	0314-12	\$ 704.34
Empire District	0314-12A	\$ 1,794.24
Empire District	0314-13A	\$ 461.52

Vendor Name	Invoice Number	Amount
Empire District	0314-14F	\$ 894.33
Empire District	0314-14H	\$ 1,100.07
Empire District	0314-15	\$ 992.56
Empire District	0314-18	\$ 2,536.37
Empire District	0314-20	\$ 1,931.40
Empire District	0314-61L	\$ 26.85
Empire District	0314-61M	\$ 1,060.22
Engineering Surveys & Services	ESS056909	\$ 61.00
Environmental Resource Assoc.	713650	\$ 106.84
Environmental Resource Assoc.	713742	\$ 106.84
Environmental Resource Assoc.	713745	\$ 557.84
Family Medicine Associates Pc	0314	\$ 57.00
Federal Signal Corp	030714	\$ 4,850.00
Federal Signal Corp	030714A	\$ 410.00
Fedex	2-595-93267	\$ 20.30
Fischer Concrete Service Inc	14538	\$ 320.44
Fischer Concrete Service Inc	14539	\$ 580.91
Fischer Concrete Service Inc	14540	\$ 116.52
Fischer Concrete Service Inc	14541	\$ 104.72
Fischer Concrete Service Inc	14542	\$ 235.63
Fischer Concrete Service Inc	14718	\$ 848.90
Fischer Concrete Service Inc	14719	\$ 523.60
Fischer Concrete Service Inc	14720	\$ 602.15
Foley Industries	4401752	\$ 183.61
Foley Industries	PS440002424	\$ 87.24
Foley Industries	PS440002453	\$ 15.69
Foley Industries	PS440002454	\$ 0.70
Foley Industries	PS440002481	\$ 25.40
Foley Industries	PS440002514	\$ 46.17
Foley Industries	PS440002602	\$ 9.97
Fort Bend Services Inc	0187804	\$ 1,413.00
Fort Bend Services Inc	0187850	\$ 801.73
Fort Bend Services Inc	0188071	\$ 2,826.00
Galeton	1174547-00	\$ 248.26
Gier Oil Co Inc	67234	\$ 23,359.19
Government Finance Officers Association	0123004	\$ 225.00
Hillyard - Columbia	601075257	\$ 307.47
Home Heating & Air Conditioning Co Inc.	8113	\$ 45.00
Home Heating & Air Conditioning Co Inc.	03282014	\$ 1,482.50
Horn, Elaine	314	\$ 123.58
Horn, Elaine	0314A	\$ 273.06
House Of Vacuums	49400	\$ 25.90
IBT	6273427	\$ 20.50
IBT Inc.	6233497	\$ 64.80
IBT Inc.	6258600	\$ 220.44
IBT Inc.	6265898	\$ 86.40
IBT Inc.	6268931	\$ 90.42
IBT Inc.	6268932	\$ 435.63
I-Land Internet Services	624748	\$ 59.95
I-Land Internet Services	624749	\$ 3.99
Independent Salt Company	0102690	\$ 5,941.07
Jackson Relocation	0314	\$ 75.00
Jim's Tire Service Inc	1-89106	\$ 2,094.78
Joleigh Melte	0314	\$ 10.81
Karla Blecke	0314	\$ 30.00
KCP&L	0314-05	\$ 185.95
KCP&L	0314-11A	\$ 27.59

Vendor Name	Invoice Number	Amount
KCP&L	0314-12	\$ 311.93
KCP&L	0314-12A	\$ 676.23
KCP&L	0314-13	\$ 510.54
KCP&L	0314-13A	\$ 34.90
KCP&L	0314-14	\$ 20.22
KCP&L	0314-14A	\$ 20.25
KCP&L	0314-14C	\$ 106.05
KCP&L	0314-14D	\$ 86.36
KCP&L	0314-14E	\$ 49.03
KCP&L	0314-14F	\$ 185.10
KCP&L	0314-14G	\$ 25.49
KCP&L	0314-14H	\$ 608.58
KCP&L	0314-14I	\$ 17.60
KCP&L	0314-14K	\$ 17.26
KCP&L	0314-14M	\$ 20.13
KCP&L	0314-14N	\$ 40.94
KCP&L	0314-14P	\$ 28.93
KCP&L	0314-14Q	\$ 27.44
KCP&L	0314-14R	\$ 28.84
KCP&L	0314-14S	\$ 28.40
KCP&L	0314-14T	\$ 28.59
KCP&L	0314-15	\$ 344.70
KCP&L	0314-17	\$ 24.62
KCP&L	0314-17A	\$ 226.95
KCP&L	0314-18	\$ 736.72
KCP&L	0314-19A	\$ 55.01
KCP&L	0314-20	\$ 427.19
KCP&L	0314-24	\$ 23.27
KCP&L	0314-24A	\$ 19.31
KCP&L	0314-24C	\$ 82.22
KCP&L	0314-61	\$ 2,837.00
KCP&L	0314-61A	\$ 7,992.62
KCP&L	0314-61B	\$ 425.01
KCP&L	0314-61C	\$ 869.99
KCP&L	0314-61H	\$ 17.19
KCP&L	0314-61J	\$ 159.00
KCP&L	0314-61K	\$ 18.37
KCP&L	0314-61L	\$ 86.99
KCP&L	0314-61M	\$ 290.58
KCP&L	0314-61Q	\$ 81.70
KCP&L	0314-61Y	\$ 98.68
KCP&L	0314-Comp	\$ 515.05
KCP&L	0314-Muni Bldg	\$ 2,021.02
KCP&L	0314-SL	\$ 34,500.81
Key Hydraulics	14-31321	\$ 189.94
Key Hydraulics	14-31354	\$ 35.34
Key Hydraulics	14-31359	\$ 74.39
Key Hydraulics	14-31373	\$ 795.00
Key Hydraulics	14-31385	\$ 38.97
Key Hydraulics	14-31455	\$ 205.75
Key Hydraulics	14-31456	\$ 82.69
Key Hydraulics	14-31476	\$ 175.54
Key Hydraulics	14-31477	\$ 124.12
Key Hydraulics	14-31503	\$ 369.56
Klein's Saw Shop & Small Engines	0314A	\$ 133.00
Kyle Hayward	0314	\$ 12.69
Leon Uniform Co Inc	317403	\$ 130.90

Vendor Name	Invoice Number		Amount
Leon Uniform Co Inc	317625	\$	135.90
Lowe's Business Account	4689	\$	27.04
Lowe's Business Account	11309	\$	61.47
Lowe's Business Account	11330	\$	24.62
Lowe's Business Account	25348	\$	19.31
Lowe's Business Account	25383	\$	11.32
Lowe's Business Account	25470	\$	28.48
Lowe's Business Account	25520	\$	47.33
Lowe's Business Account	25624	\$	14.30
Lowe's Business Account	27226	\$	14.69
Lowe's Business Account	28071	\$	25.63
Lowe's Business Account	28117	\$	40.96
Lowe's Business Account	28371	\$	25.62
Lowe's Business Account	28567	\$	27.20
Lowe's Business Account	28651	\$	33.14
Lowe's Business Account	28767	\$	-
Lowe's Business Account	28785	\$	8.73
Lowe's Business Account	28856	\$	15.00
Lowe's Business Account	28999	\$	84.84
Lowe's Business Account	928637	\$	12.31
M & L Construction Co.	0314	\$	3,240.00
M & M Engraving Corp	5517	\$	8.00
Manager Plus	5/7/2014	\$	449.00
Manny Rodriguez	0314	\$	18.75
Masonry Materials	00314	\$	197.24
Max Fire Apparatus Inc	005060	\$	260.13
MCI	0314A	\$	284.21
MDOA	0314	\$	175.00
MDOA	0314A	\$	175.00
Menards	48267	\$	22.38
Menards	48279	\$	29.84
Menards - Sedalia	46158	\$	33.40
Menards - Sedalia	46950	\$	51.48
Menards - Sedalia	47402	\$	15.47
Midland Printing Company	1	\$	48.18
Mid-State Petroleum Equipment	9210	\$	235.00
Mid-State Petroleum Equipment	9439	\$	646.23
Missouri Air Pollution Control Program	E3405405605	\$	80.00
Missouri Department of Corrections	314	\$	847.50
Missouri Department of Corrections	4683	\$	442.00
Missouri Department of Corrections	4683	\$	0.50
Missouri Petroleum Storage	0414	\$	125.00
Missouri Vocational Enterprise	463182	\$	17.50
Missouri Vocational Enterprise	463355	\$	20.78
MOGFOA	0414	\$	90.00
Moore's Flower Shop & Greenhouse	138189	\$	45.00
Morton Custom Contracting Llc	4275.00	\$	4,275.00
Motorola Solutions	14004382	\$	2,574.75
Motorola Solutions	14004384	\$	1,121.01
MWEA	314	\$	25.00
MWEA	0314A	\$	25.00
NAPA Of Sedalia Genuine Parts Company	354669	\$	14.49
Nartec Inc	7034	\$	175.60
New World Systems Corporation	033632	\$	77,120.00
New World Systems Corporation	034391	\$	8,960.00
New World Systems Corporation	034392	\$	2,400.00
Norton & Schmidt	1A	\$	300.00

Vendor Name	Invoice Number	Amount
Olsson Associates	202672	\$ 401.99
Olsson Associates	206269	\$ 460.00
O'Reilly Automotive Inc.	0114-235103	\$ 17.99
O'Reilly Automotive Inc.	0114-236407	\$ 24.41
O'Reilly Automotive Inc.	0114-237535	\$ 274.50
O'Reilly Automotive Inc.	0114-237629	\$ 10.00
O'Reilly Automotive Inc.	0114-237820	\$ 101.53
O'Reilly Automotive Inc.	0114-237996	\$ 5.49
O'Reilly Automotive Inc.	0114-238046	\$ 63.98
O'Reilly Automotive Inc.	0114-238093	\$ 7.56
O'Reilly Automotive Inc.	0114-238991	\$ 137.29
O'Reilly Automotive Inc.	0114-239193	\$ 212.00
O'Reilly Automotive Inc.	0114-240434	\$ (220.21)
Orschelns Convenience Card	1216	\$ 18.29
Orschelns Convenience Card	1344	\$ 35.97
Otten Small Engine Service	127163	\$ 46.18
Otten Small Engine Service	127750	\$ 22.50
Otten Small Engine Service	127936	\$ 18.00
Pace Construction Company	65658	\$ 3,297.76
Pace Construction Company	65659	\$ 3,143.20
Pace Construction Company	65786	\$ 2,885.12
Penny Ford	0314	\$ 75.00
Pettis County Collector, Marsha L Boeschen	314	\$ 7,663.95
Pettis County Recorder of Deeds	51849	\$ 78.00
Pettis County Recorder of Deeds	51870	\$ 33.00
Preferred Construction	1266	\$ 67,731.76
Printlynx	105071	\$ 275.36
Printlynx	105097	\$ 18.00
Printlynx	105249	\$ 203.07
Printlynx	105272	\$ 43.45
Printlynx	105277	\$ 115.23
Public Safety Center Inc	5492752	\$ 494.36
Public Safety Center Inc	5493266	\$ 390.00
Qscend Technologies Inc	6103	\$ 3,064.90
Quicksilver Water	711442	\$ 21.00
Quicksilver Water	712727	\$ 41.75
Rac-Jac Properties	0314	\$ 16.50
Rac-Jac Properties	0314-12	\$ 8.00
Rac-Jac Properties	0314-13	\$ 343.57
Red Municipal and Industrial Equipment Co	7168	\$ 269.00
Red Municipal and Industrial Equipment Co	7486	\$ 50.19
Rejis Commission	0034433	\$ 25.00
Rhinoville	5517	\$ 2,727.00
Rick Ball Ford - Sedalia	69831	\$ 72.75
Rick Ball Ford - Sedalia	70101	\$ 2,654.03
Rick Ball Ford - Sedalia	132713	\$ 76.49
Sandy Goff	0314	\$ 50.32
Schilby's Auto Service	35334	\$ 51.43
Schriefer's Office Equip Inc	249028	\$ 887.42
Schultz Wrecking Service	0314	\$ 3,800.00
Sedalia Animal Shelter	0414	\$ 2,400.00
Sedalia Democrat	314	\$ 1,494.15
Sedalia Downtown Development	565	\$ 7,500.00
Sedalia Downtown Development	566	\$ 4,250.00
Sedalia Electric Motors Inc	7900	\$ 785.00
Sedalia Electric Motors Inc	7909	\$ 40.00
Sedalia Rental & Supply	151299	\$ 170.00

Vendor Name	Invoice Number	Amount
Sedalia Rental & Supply	151730	\$ 101.00
Sedalia Veterinary Center	673	\$ 17.00
Sedalia/Pettis Co Dev Co	0414	\$ 10,250.00
Sentinel Emergency Solutions	26979	\$ 1,006.90
Siemens Industry Inc.	5567108640	\$ 1,402.02
Siemens Industry Inc.	5567112774	\$ 1,038.09
Sig Sauer Inc	54705	\$ 1,380.00
SMC Electric Supply	156356	\$ 210.66
SMC Electric Supply	60190186-00	\$ 131.50
SMC Electric Supply	60190186-01	\$ 191.36
SMC Electric Supply	60191429-00	\$ (119.42)
SMC Electric Supply	60191439-00	\$ 150.75
SMC Electric Supply	60192281-00	\$ 59.70
SMC Electric Supply	60192539-00	\$ 20.46
Smith Paper & Janitor Supply	567800	\$ 168.55
Smith Paper & Janitor Supply	567802	\$ 129.42
Smith Paper & Janitor Supply	567806	\$ 122.52
Smith Paper & Janitor Supply	567950	\$ 3.00
Smith Paper & Janitor Supply	568199	\$ 56.69
Smith Paper & Janitor Supply	568599	\$ 258.36
Smith Paper & Janitor Supply	567129-1	\$ 60.90
Snap-On Industrial	22049460	\$ 146.77
Snap-On Industrial	22057294	\$ 251.13
Snap-On Industrial	22101776	\$ 851.22
Sonequity Pest Management	110396	\$ 39.00
Sonequity Pest Management	110448	\$ 70.00
Staples Business Advantage	1663850	\$ 179.98
Staples Business Advantage	1696893	\$ 21.28
Staples Business Advantage	3223591736	\$ 201.67
Staples Business Advantage	3224395202	\$ 183.10
Staples Business Advantage	3225208380	\$ 57.21
Staples Business Advantage	3225208381	\$ 79.90
Staples Business Advantage	3225208382	\$ 235.48
Staples Business Advantage	3225208384	\$ 10.00
Staples Business Advantage	3225714108	\$ 96.08
Staples Business Advantage	3225714110	\$ 44.78
Staples Business Advantage	3225714111	\$ 24.27
Staples Business Advantage	3225714112	\$ 13.09
Staples Business Advantage	3225714113	\$ 98.49
Staples Business Advantage	3226258742	\$ 76.40
Staples Business Advantage	03226258743	\$ 72.06
Staples Business Advantage	3226258744	\$ 118.05
Staples Business Advantage	3226258745	\$ 19.99
Staples Business Advantage	3226258746	\$ 28.99
Staples Business Advantage	3226258747	\$ 28.69
Staples Business Advantage	3226258748	\$ 81.24
Staples Business Advantage	7115425919	\$ 53.45
Staples Business Advantage	7115484227	\$ 192.67
Stewart-Amos Equipment Co	278635	\$ 878.23
Stewart-Amos Equipment Co	278655	\$ 797.17
Tallman Company	S129160	\$ 15.89
Tallman Company	S129237-00	\$ 87.08
Tallman Company	S129251-00	\$ 499.71
Tallman Company	S129252-00	\$ 481.53
Tallman Company	S129253-00	\$ 446.46
Tallman Company	S129296-00	\$ 460.48
Terry Hiatt	0314	\$ 15.00

Vendor Name	Invoice Number		Amount
The Sedalia Area Chamber Of Commerce	0314	\$	8.00
The Sedalia Area Chamber Of Commerce	0314A	\$	8.00
The Sedalia Area Chamber Of Commerce	0314B	\$	8.00
The Sedalia Area Chamber Of Commerce	0314C	\$	8.00
The Sedalia Area Chamber Of Commerce	0314D	\$	30.00
The Sedalia Area Chamber Of Commerce	0314E	\$	30.00
The Sedalia Area Chamber Of Commerce	0314F	\$	60.00
The Sedalia Area Chamber Of Commerce	0314G	\$	30.00
The Sedalia Area Chamber Of Commerce	0314H	\$	30.00
Third National Bank	105	\$	88.00
Tiger Direct Inc	32585270101	\$	167.98
Tim's Tree Service Llc	3522	\$	400.00
Tire Centers Llc	6500135552	\$	314.12
Tire Centers Llc	6500135594	\$	309.92
Tire Centers Llc	6500135606	\$	76.95
Tire Centers Llc	6500135826	\$	491.28
Trans-Central Suppliers Inc	0221485	\$	49.80
Trans-Central Suppliers Inc	0221501	\$	51.63
Trans-Central Suppliers Inc	0222367	\$	38.24
Trans-Central Suppliers Inc	0222252-IN	\$	5.89
Turn-Key Mobile Inc	26953	\$	13,068.00
Tyler Burlingame	0314	\$	32.50
Usa Bluebook	277187	\$	255.33
Usa Bluebook	281841	\$	337.60
Usa Bluebook	296427	\$	315.15
Usa Bluebook	297177	\$	(315.15)
Usa Bluebook	297181	\$	(314.95)
Usps-Hasler	0314	\$	1,500.00
Utility Associates Inc	16087	\$	140.00
Vance Bros. Inc-Kansas City	2625	\$	2,942.36
Verizon Wireless	9722074904	\$	2,458.42
Vital Support Systems	71359	\$	69,360.79
Wal-Mart Community/GECRB	00045	\$	32.43
Wal-Mart Community/GECRB	00746	\$	148.00
Wal-Mart Community/GECRB	0962	\$	36.30
Wal-Mart Community/GECRB	06405	\$	111.67
Wal-Mart Community/GECRB	07558	\$	16.58
Wal-Mart Community/GECRB	07722	\$	5.78
Wal-Mart Community/GECRB	07876	\$	224.45
Wal-Mart Community/GECRB	09153	\$	17.91
Wal-Mart Community/GECRB	09272	\$	11.91
Wal-Mart Community/GECRB	09453	\$	14.44
Warehouse Tire & Muffler	162706	\$	75.95
West Group	829136783	\$	328.01
Western Extralite Company	S4902444.001	\$	18.90
Westlakes Hardware	1202757	\$	22.99
Westlakes Hardware	1202787	\$	4.99
Westlakes Hardware	1202790	\$	20.98
Westlakes Hardware	1202818	\$	3.99
Westlakes Hardware	1202917	\$	37.43
Westlakes Hardware	1202924	\$	27.96
Westlakes Hardware	1202941	\$	16.99
Westlakes Hardware	1202947	\$	11.46
Westlakes Hardware	1203078	\$	2.38
Westlakes Hardware	1203105	\$	4.55
Westlakes Hardware	1203118	\$	11.98
Westlakes Hardware	1203123	\$	80.97

Vendor Name	Invoice Number	Amount
Westlakes Hardware	1203127	\$ 5.00
Westlakes Hardware	1203131	\$ (5.00)
Westlakes Hardware	1203221	\$ 25.98
Westlakes Hardware	1203235	\$ 4.48
Westlakes Hardware	1203246	\$ 11.99
Woods Super Market	17	\$ 8.00
Woods Super Market	108	\$ 52.62
World Wide Technology Inc	32568	\$ 3,704.00
World Wide Technology Inc	3478670	\$ 6,651.68
Total Invoices To Be Paid		<u>\$ 692,411.03</u>