



PRE-COUNCIL MEETING

Mayor's Conference Room
Municipal Building
Monday, February 2, 2015
6:30 p.m.

MAYOR: STEPHEN J. GALLIHER

MAYOR PRO-TEM: BOB CROSS

Work Session – 6:30 p.m.

1. Presentation – Missouri Valley Community Action Agency: Building of Preschool Head Start Center

Committee Meetings – Immediately following work session

PUBLIC SAFETY COMMITTEE Police and Fire	Donald Meier, Chair Russell Driskell, 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 James Cunningham, Vice Chair
<ol style="list-style-type: none"> 1. Review Request from Leadership Sedalia for the placement of 2 plaques in City right-of-way for their “Footsteps of George Whiteman Corridor” project (1 plaque on West 32nd next to Memorial Park Cemetery; 1 plaque in front of his mother’s home located at 623 West 24th). 2. Review Proposal and Ordinance approving and accepting an agreement by and between the City of Sedalia, Missouri and Louis G. Chiodini, Inc. d/b/a Chiodini Associates aka Chiodini Architects for architectural services relating to the planning and design of improvements to the Council Chambers. 3. Review Ordinance vacating the gravel portion of North William Parkhurst Drive beginning at the bridge moving to the west and ending at the start of the asphalt portion of the road in the City of Sedalia, Missouri. 	

FINANCE/ADMINISTRATION COMMITTEE Administrative, Library and Hospital	Jo Lynn Turley, Chair Bonita Nash, Vice Chair
<ol style="list-style-type: none"> 1. Review Resolution of the City of Sedalia, Missouri supporting the Missouri Valley Community Action Agency’s application for funding through the Community Development Block Grant Program and Transportation Enhancement Act (New Head Start Building in Hubbard Park). 2. Review Ordinance approving and accepting a contract amendment to the supervised work release program 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, February 2, 2015
7:00 p.m.

A. SILENT PRAYER & PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. SERVICE AWARDS

1. John Rice – Personnel Director – Personnel Department – 40 years of service
2. Michael Hawkins – Battalion Chief – Fire Department – 35 years of service
3. Todd Nappe – Police Officer – Police Department – 5 years of service

I. MINUTES

1. Pre-Council Meeting January 20, 2015
2. Regular Council Meeting January 20, 2015

II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES

III. ROLL CALL OF STANDING COMMITTEES

A. PUBLIC SAFETY – Councilmember Donald Meier

B. PUBLIC WORKS – Councilmember Tolbert Rowe

1. Approve request from Leadership Sedalia for the placement of 2 plaques in City right-of-way for their “Footsteps of George Whiteman Corridor” project (1 plaque on West 32nd next to Memorial Park Cemetery; 1 plaque in front of his mother’s home located at 623 West 24th)
2. Award proposal for Architectural Services for the planning and design of improvements to the Council Chambers

C. FINANCE / ADMINISTRATION – Councilmember Jo Lynn Turley

V. NEW BUSINESS

A. ORDINANCES AND RESOLUTIONS

- O** Approving and accepting an agreement by and between the City of Sedalia, Missouri and Louis G. Chiodini, Inc. d/b/a Chiodini Associates aka Chiodini Architects for architectural services relating to the planning and design of improvements to the Council Chambers
- O** Approving and accepting a contract amendment to the supervised work release program agreement by and between the City of Sedalia, Missouri and Missouri Department of Corrections, Division of Adult Institutions, Tipton Correctional Center
- O** Vacating the gravel portion of North William Parkhurst Drive beginning at the bridge moving to the west and ending at the start of the asphalt portion of the road in the City of Sedalia, Missouri
- R** Supporting the Missouri Valley Community Action Agency’s application for funding through the Community Development Block Grant Program and Transportation Enhancement Act (New Head Start Building in Hubbard Park)

B. APPOINTMENTS

C. LIQUOR LICENSES

Renewals:

- *Austin Craddock dba Bandana’s Bar-B-Q, 2909 W Broadway, 5% Beer & Wine, \$75
- *Michael Smith dba El Espolon, 2400 S Limit Suite J, Liquor by Drink with Sunday Sales, \$750
- *Carolyn Green dba Child Safe of Central Missouri Inc., 102 E 10th, Picnic License, \$37.50

[Click on any agenda item to view the related documentation](#)

D. APPROVAL OF DEPARTMENT BILLS

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

F. GOOD AND WELFARE

G. ADJOURN TO CLOSED DOOR SESSION – In accordance with Sections 610.021 (1) & (2) RSMo to closed-door session for Legal Advice and Lease, Sale or Purchase of Real Estate.

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 Stephen Galliher & City Council Members
From: Gary Edwards, City Administrator
Re: Agenda items for City Council meeting on Monday, February 2, 2015

This meeting begins at 6:30 PM

Presentations:

1. Missouri Valley Community Action Agency: Building of Preschool Head Start Center

Public Safety Committee:

No items

Public Works Committee:

1. Review request from Leadership Sedalia for the placement of two plaques in City right-of-way for their "Footsteps of George Whiteman Corridor" project (one plaque on West 32nd Street next to Memorial Park Cemetery; one plaque in front of his mother's home located at 623 West 24th Street).
2. Review proposal and ordinance approving and accepting an agreement between the City and Louis G. Chiodini, Inc. d/b/a Chiodini Associates for architectural services relating to the planning and design of improvements to the Council Chambers. The eventual goal of the design, depending on future funding, is to be able to hold both the pre-council and the council meeting in the City Council Chambers.
3. Review ordinance vacating the gravel portion of North William Parkhurst Drive beginning at the bridge moving to the west and ending at the start of the asphalt portion of the road. The request is being made by the Bethel Assembly Church near North Highway 65. The City has received several letters in opposition to this proposed vacation.

Finance/Administration Committee:

1. Review a Resolution supporting the Missouri Valley Community Action Agency's application for funding through the Community Development Block Grant (CDBG) program and Transportation Enhancement Act for the construction of a proposed new Head Start Center in Hubbard Park.
2. Review ordinance approving and acting on a contract amendment to the supervised work release program agreement by and between the City and the Tipton Correctional Center. This is a proposed renewal of a program has been in place in Sedalia for over a year. The program has proven to be successful.



CITY OF SEDALIA, MISSOURI
PRE-COUNCIL MEETING – JANUARY 20, 2015

WORK SESSION

The Work Session started at 6:15 p.m. in the Mayor's Conference Room at the Municipal Building.

Council Members present were James Cunningham, Jo Lynn Turley, Russell Driskell, Bonita Nash, Donald Meier, Bob Cross, Tolbert Rowe and Larry Stevenson.

Presentation – Blue Ribbon Steering Committee: Annual Report

Dianne Simon, Chairman of Blue Ribbon Steering Committee, presented an annual report to the Mayor and Council and thanked them for their commitment to make Sedalia a Blue Ribbon Community.

The Blue Ribbon committee provides a framework for communication between the City, County, economic development, education and various organizations (i.e. social services, health & wellness, arts & recreation) to help the community thrive.

Representatives from the Sedalia Student Leadership group (Smith Cotton, Sacred Heart & Applewood Christian School) regularly attend and participate in the monthly Blue Ribbon committee meetings. The partnership between the two groups helps to encourage interest in local government and economic development at a young age and fosters development of future community leaders.

Ms. Simon added that support involving the Citizens for Clean Sedalia, the Citizens Committee for Smart Growth, the Tree Board and the implementation of Sedalia as a Smoke Free Community, works to meet the Blue Ribbon Steering Committee's goals and is important for the City's economic growth.

Ms. Simon invited the Council to attend a planning meeting on January 29, 2015, at 3:30 p.m. in the Pettis County Community Partnership meeting room.

COMMITTEE MEETING

Public Safety Committee – Councilman Meier, Chairman – No Report.

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

- Establishing a mid-block crosswalk in the 700 Block of S. Ohio Avenue where the alley exists to the street – City Administrator, Gary Edwards, stated that the Citizens Traffic Advisory Commission voted to approve the crosswalk, however staff has some concerns and recommends against such approval. Public Works Director, Bill Beck, stated that the mid-block crosswalk would not comply with the Manual for Uniform Traffic Control due to drive approaches and added that there are concerns due to the gateway to the downtown site and traffic backing up on Broadway.

Chelsea Kehde, owner of Chelsea's Antiques, commented that her store is located next to the alley in the 700 block of Ohio and added she is in favor of the crosswalk. Mrs. Kehde commented that there is a lot of pedestrian traffic through the alley and suggested that if the crosswalk is offset off of the alley north then traffic off of Broadway should not be an issue.

Meg Liston, with Sedalia Downtown Development, stated that if the proposed crosswalk is approved, the gateway project for the downtown area would have to be a completely redesigned which costs more money and time. Mrs. Liston added that pedestrians would not be seen by traffic coming off of Broadway due to the gateway and that the Citizens Traffic Advisory Committee may not have had the gateway plans when making their recommendation.

Following discussion, motion was made by Stevenson to move issue to full Council. With no second, Motion died.

- Ordinance repealing Ordinance Number 6550 by removing the one hour parking restriction on the north side of 16th Street from its intersection with Vermont Avenue westward to its intersection with Prospect Avenue was moved to full Council on motion by Meier, seconded by Cross. All in favor.
- Removing the handicapped parking zone at 1320 S. Osage Avenue – City Attorney, Anne Gardner, stated that the person requesting removal of the handicapped parking zone is not the person who initially made the requested for the handicapped parking and that the original requestors are still at the residence and have asked for an opportunity to address the Citizens Traffic Advisory Committee before a final decision is made. Motion by Stevenson to take issue back to Citizens Traffic Advisory for further review, seconded by Cross. All in favor.
- Ordinance adopting Operations Guidelines and Policies for Crown Hill Cemetery was moved to full Council on motion by Meier, seconded by Cross. All in favor.
- Ordinance approving a temporary access authorization from Maria Bravo and Vasquez Bravo for sanitary sewer purposes relating to the sewer relief project was moved to full Council on motion by Cunningham, seconded by Turley. All in favor.
- Ordinance approving a Traffic Engineering Assistance Program Agreement with the Missouri Highways and Transportation Commission for a traffic study at the location of the intersection of Winchester Drive and the east and west approaches of West 10th Street was moved to full Council on motion by Meier, seconded by Nash. All in favor.

Finance/Administration Committee – Councilman Turley, Chairman – No Report.

City Administrator, Gary Edwards, stated that the Work Session that was scheduled for January 26, 2015 has been cancelled.

Airport Director, John Evans, stated that the American Concrete Pavers Association has selected the Sedalia Regional Airport Runway 18-36 Reconstruction Project as the winner in the Reliever & General Aviation Airports category in the state of Missouri and will be recognized at the 35th Annual Portland Cement Concrete Pavement Conference on March 4, 2015.

With no further comments, the meeting closed at 6:38 p.m.
Respectfully submitted: Arlene Silvey, MPCC City Clerk



CITY OF SEDALIA, MISSOURI
COUNCIL MEETING – JANUARY 20, 2015

The Council of the City of Sedalia, Missouri duly met on Tuesday, January 20, 2015, at 7:00 p.m. at the Municipal Building with Mayor Stephen J. Galliher presiding. Mayor Galliher called the meeting to order and asked for a moment of silent prayer followed by the Pledge of Allegiance led by Councilman Driskell.

ROLL CALL:

James Cunningham	Present	Donald Meier	Present
Jo Lynn Turley	Present	Bob Cross	Present
Russell Driskell	Present	Tolbert Rowe	Present
Bonita Nash	Present	Larry Stevenson	Present

SERVICE AWARDS: None.

MINUTES:

The following minutes were approved on motion by Cunningham, seconded by Meier. All in favor.

- Pre-Council Meeting January 5, 2015
- Regular Council Meeting January 5, 2015
- Strategic Goal Setting Work Session January 10, 2015

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:

Accepted the minutes of the Citizen's Traffic Advisory Commission dated December 10, 2014 on motion by Rowe, seconded by Driskell. All in favor.

ROLL CALL OF STANDING COMMITTEES:

PUBLIC SAFETY – DONALD MEIER, CHAIRMAN – No Report

PUBLIC WORKS – TOLBERT ROWE, CHAIRMAN – No Report

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

NEW BUSINESS:

BILL NO. 2015 – 08, ORDINANCE NO. 10260 – AN ORDINANCE REPEALING ORDINANCE NUMBER 6550 BY REMOVING THE ONE HOUR PARKING RESTRICTION ON THE NORTH SIDE OF 16TH STREET FROM ITS INTERSECTION WITH VERMONT AVENUE WESTWARD TO ITS INTERSECTION WITH PROSPECT AVENUE IN THE CITY OF SEDALIA, MISSOURI was read once by title.

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

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

Roll Call Vote: Voting "Yes" were Driskell, Nash, Meier, Cross and Stevenson. Voting "No" were Cunningham, Turley and Rowe.

BILL NO. 2015 – 09, ORDINANCE NO. 10261 – AN ORDINANCE ADOPTING OPERATIONS GUIDELINES AND POLICIES FOR CROWN HILL CEMETERY was read once by title.

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

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

Roll Call Vote: Voting “Yes” were Cunningham, Turley, Driskell, Nash, Meier, Cross, Rowe and Stevenson. No one voted “No”.

BILL NO. 2015 – 10, ORDINANCE NO. 10262 – AN ORDINANCE APPROVING AND ACCEPTING A TEMPORARY ACCESS AUTHORIZATION FROM MARIA BRAVO AND VASQUEZ BRAVO FOR SANITARY SEWER PURPOSES RELATING TO THE CITY OF SEDALIA MISSOURI SEWER RELIEF PROJECT was read once by title.

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

Final Passage – Motion by Cunningham, 2nd by Driskell. All in favor.

Roll Call Vote: Voting “Yes” were Cunningham, Turley, Driskell, Nash, Meier, Cross, Rowe and Stevenson. No one voted “No”.

BILL NO. 2015 – 11, ORDINANCE NO. 10263 – AN ORDINANCE APPROVING AND ACCEPTING A TRAFFIC ENGINEERING ASSISTANCE PROGRAM (TEAP) AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR A TRAFFIC STUDY AT THE LOCATION OF THE INTERSECTION OF WINCHESTER DRIVE AND THE EAST AND WEST APPROACHES OF WEST 10TH STREET IN THE CITY OF SEDALIA, MISSOURI was read once by title.

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

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

Roll Call Vote: Voting “Yes” were Cunningham, Turley, Driskell, Nash, Meier, Cross, Rowe and Stevenson. No one voted “No”.

APPOINTMENTS: None.

BIDS: None.

LIQUOR LICENSES: None.

DEPARTMENT BILLS thru January 20, 2015 totaling \$224,213.74 were approved for payment on motion by Rowe, seconded by Meier. All in favor.

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR: None.

GOOD & WELFARE:

Bill Beck, 1307 W. 3rd, commented that a number of employees are in attendance to discuss the 80 & Out retirement option through LAGERS. Beck commended City Clerk, Arlene Silvey, and Personnel Director, John Rice, on their presentation of the pros and cons of the 80 & Out option at the strategic meeting on January 10, 2015, however in his 11 years of service he has been asked every year by employees about the 80 & Out option and asked the Council to consider the program and keep it in their thoughts for the future.

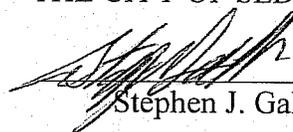
Tammy Lewis, 1008 S. Garfield; Jeff McKinney; Tony Davis, 1922 E 12th; and Devin Lake all spoke in favor of the 80 & Out retirement option available under LAGERS. The 80 & Out option could be

used as a potential tool in retention of Police Officers and other City employees and could provide opportunities for younger employees to advance and create a more vibrant work force and the City would have employees that would work harder. Mr. McKinney commented that a statement was made that only 17 employees in Public Works would benefit from this program but in his opinion that statement is not entirely accurate and that according to his calculations for long term benefits there are actually 50 out of 69 employees in Public Works that would benefit. Mr. McKinney asked the Council to research the program on an individual basis and explore facts vs. myths before making a decision.

Mayor Galliher thanked the employees for all they do for the City.

The meeting adjourned at 7:25 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 on motion by Turley, seconded by Meier. All in favor

THE CITY OF SEDALIA, MISSOURI



Stephen J. Galliher, Mayor



Arlene Silvey, MPCC City Clerk

December 11th, 2014

To Whom It May Concern,

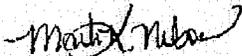
Sedalia Leadership 2015 is a group of students and business leaders in the community who work on a project to better our community throughout the year. This year's project is in homage to Lt. George Whiteman, a Sedalia native and the first pilot shot down in WWII. The project is called the "Footsteps of George Whiteman Corridor" and is being planned by our group to honor Whiteman's legacy and the past, present and future of Whiteman AFB.

The project encompasses three sites: Lt. Whiteman's final resting place at Memorial Park Cemetery, the home where his mother received the news of his death, and Katy Park. The project consists of a plaque at the Cemetery, a plaque at the house, and a plaque and memorial sculpture at Katy Park.

We would like permission to place a plaque in the "right of way" on West 32nd St. next to the cemetery and plaque in the right of way in front of his mother's home, located at 623 West 24th St. The homeowners on West 24th have expressed their support for the project and are open to having the plaque located in front of their home. Included in this letter is a "mock up" of the proposed plaques as well as the proposed monument.

This is a time sensitive project we'd like to complete prior to the wreath laying ceremony in May. Feel free to contact me with any questions or concerns you may have regarding the placement of these plaques. We appreciate your time looking at this project and hope you can help us complete this tribute to Lt. Whiteman.

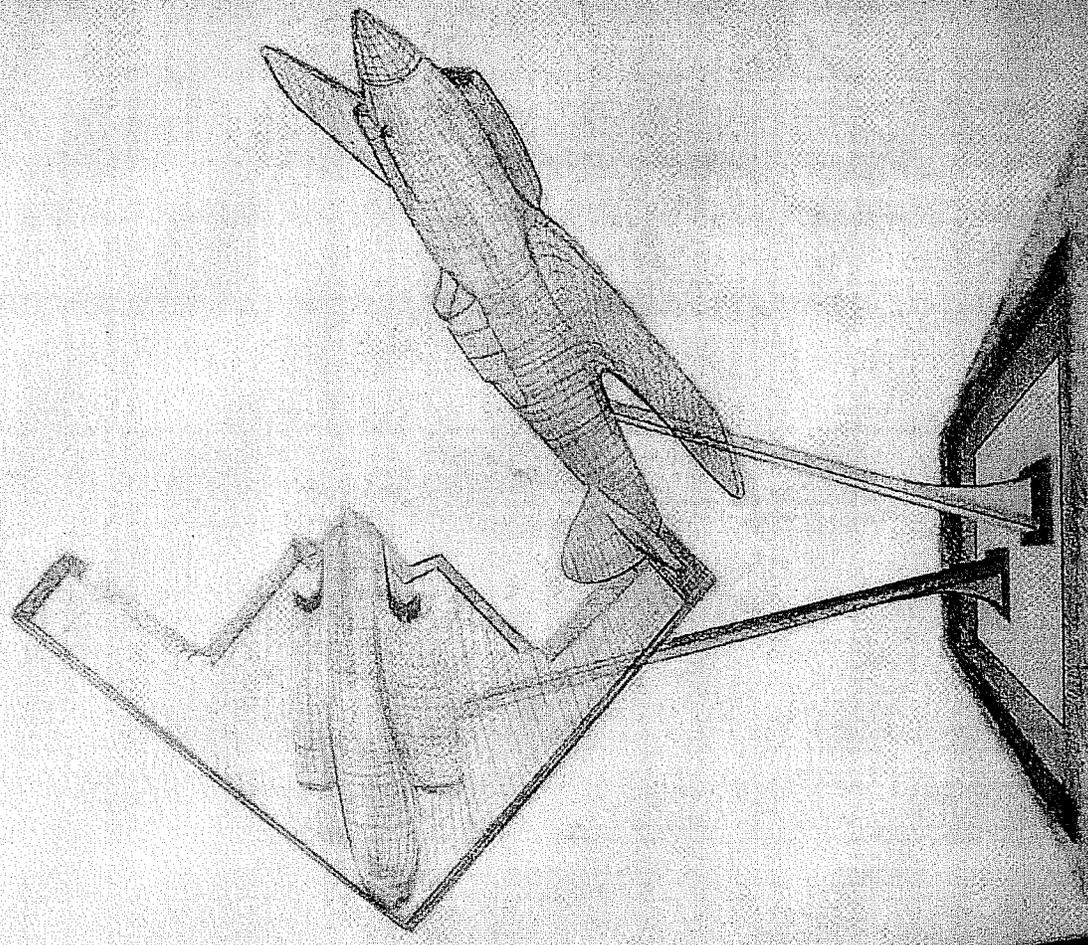
Sincerely,

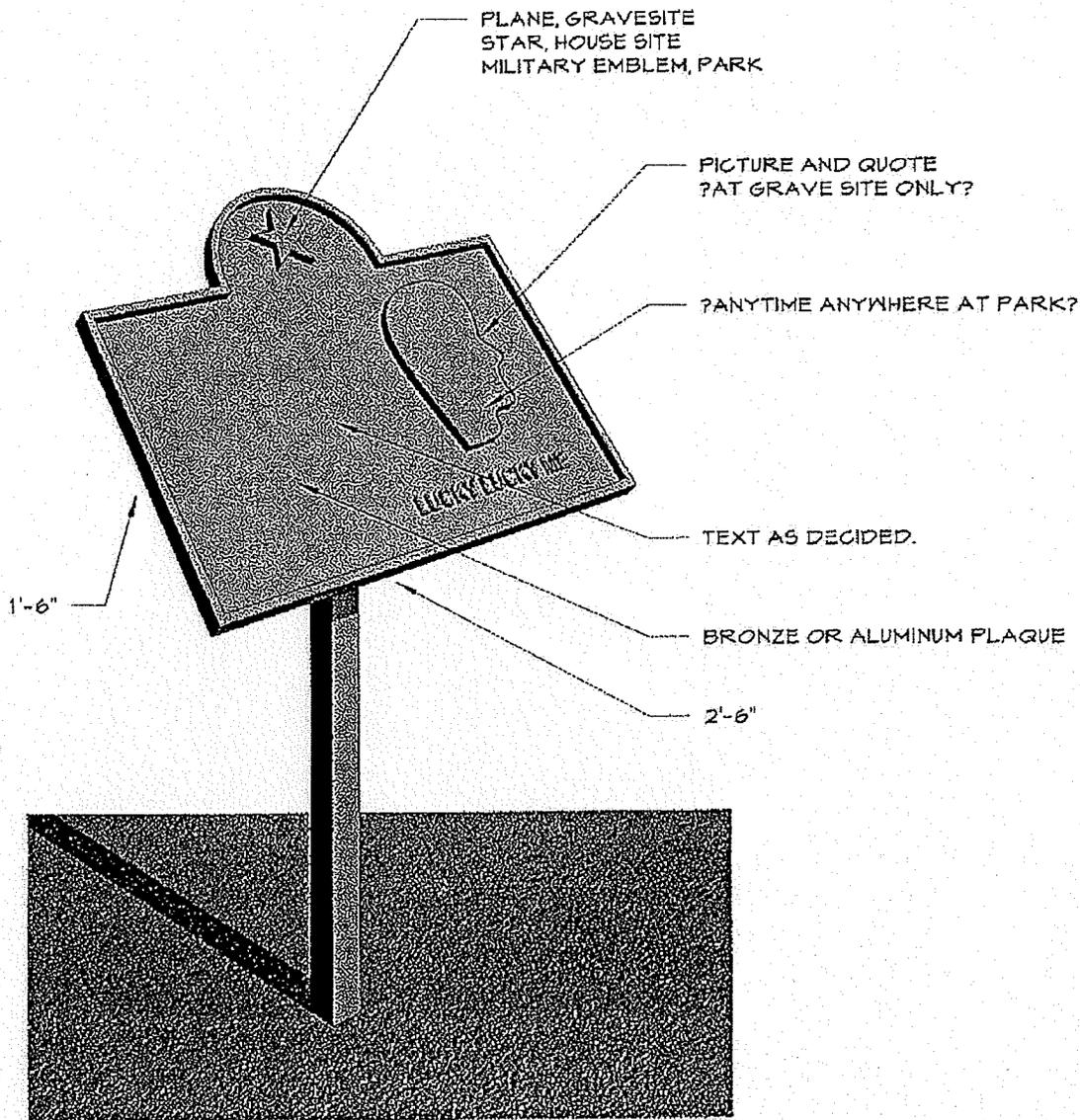


Mark Nelson

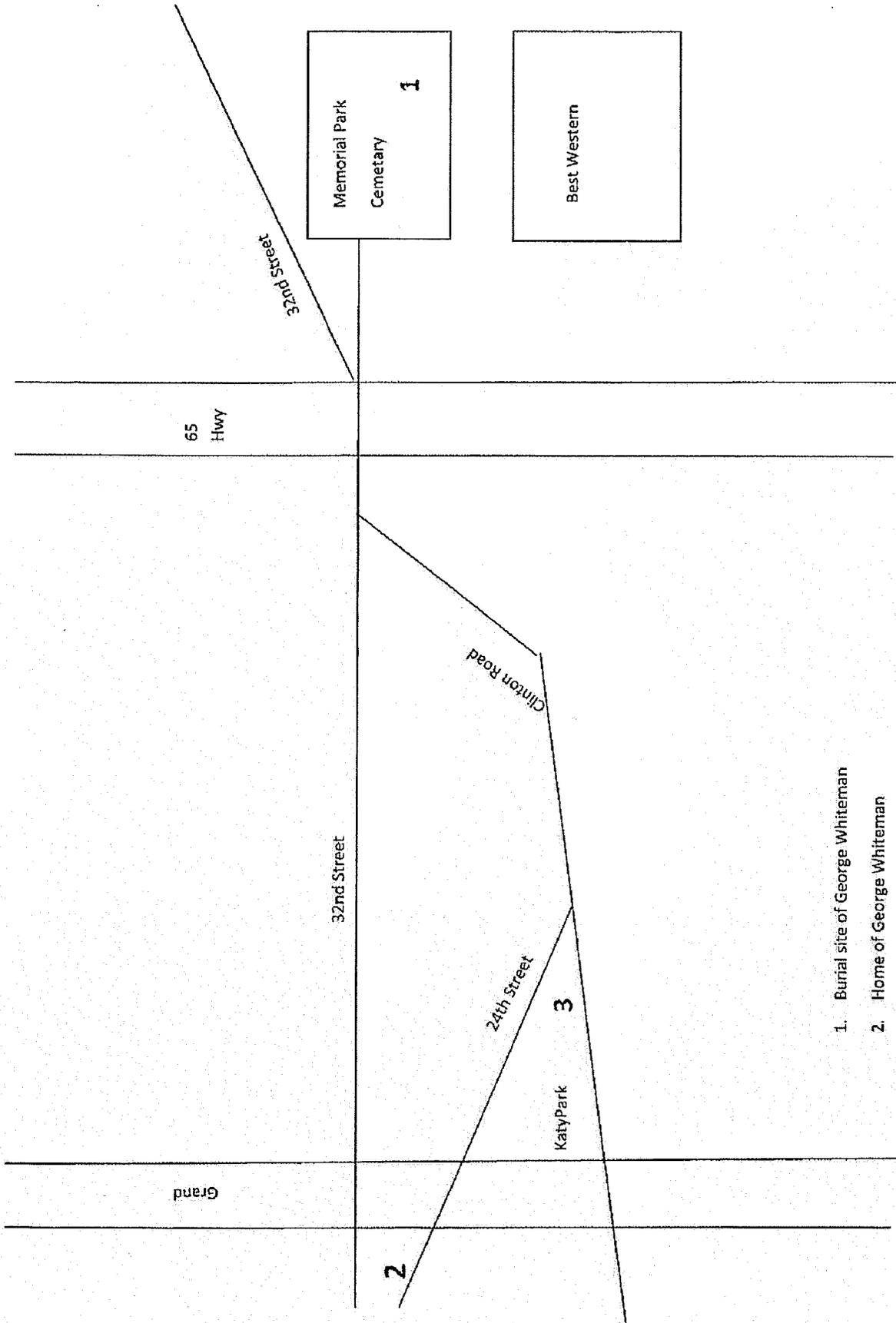
Project Leader, Leadership Sedalia 2015

17/02/2006





1	3D View 1
60.2	



1. Burial site of George Whiteman
2. Home of George Whiteman
3. Legacy of George Whiteman at Katy Park

Memorandum

To: Mayor Steven Galliher & Sedalia City Council

From: Gary Edwards, City Administrator
John Simmons, Community Development Director
Monte Richardson, Information Technology Director

Date: 1/29/2015

Re: Municipal Building Council Chamber Improvements

Bids Received

The City of Sedalia received six responses to the advertised request for qualifications from firms interested in the design phase of ADA (Americans with Disabilities Act), technology and functionality upgrades for the council chamber improvements project.

Two of the firms responding were local firms, however we assessed that their current projects and capacity were not in line with our requirements.

This portion of the project had been recommended for inclusion of the Phase III upgrades in 2010 but were not included at that time for budgetary reasons. This upgrade is probably the most conspicuous due to it being the section of the building used most by our constituents. This design phase is being funded by insurance funds received due to ice damage in 2013.

The staff team, comprised of Gary Edwards, Monte Richardson, and John Simmons, after review by city attorney Anne Gardner recommend utilizing the design services of Chiodini Architects of Saint Louis at a not-to-exceed figure of \$25,000.

The firms were fairly equally qualified, however the designed approach of Chiodini Architects and their similar project experience (Columbia, Bridgeton, Clayton, Hazelwood and other Missouri cities city hall renovations) are substantial components of the decision.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND LOUIS G. CHIODINI, INC. D/B/A CHIODINI ASSOCIATES AKA CHIODINI ARCHITECTS FOR ARCHITECTURAL SERVICES RELATING TO THE PLANNING AND DESIGN OF IMPROVEMENTS TO THE COUNCIL CHAMBERS.

WHEREAS, The City of Sedalia, Missouri, has received a proposal from Louis G. Chiodini, Inc. d/b/a Chiodini Associates aka Chiodini Architects, Brentwood, Missouri; and

WHEREAS, under the proposal, the City of Sedalia, Missouri, shall give the sum and amount of Twenty-five Thousand Dollars (\$25,000.00) to Louis G. Chiodini, Inc. dba Chiodini Associates aka Chiodini Architects for architectural services relating to the planning and design of improvements to the Council Chambers as described in the proposed agreement attached as Exhibit A and incorporated by reference as though the proposed 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 Louis G. Chiodini, Inc. dba Chiodini Associates aka Chiodini Architects 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 2nd day of February 2015.

Presiding Officer of the Council

Approved by the Mayor of said City this 2nd day of February 2015.

ATTEST:

Stephen J. Galliher, Mayor

Arlene Silvey, MPCC
City Clerk



Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 12 day of January in the year 2015
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Sedalia
200 South Osage
Sedalia, Missouri 65301

and the Architect:
(Name, legal status, address and other information)

Chiodini Architects
1401 S. Brentwood Blvd., Ste 425
Brentwood, MO 63144

for the following Project:
(Name, location and detailed description)

City of Sedalia City Hall - Council Chamber Renovation

- Scope of Renovation:
 - Floor Plan/Chamber Layout
 - Finishes
 - Furnishings
 - Lighting
 - Acoustics
 - Audio-Visual/Technology
 - HVAC (Odors)
 - ADA Compliance
 - Construction Budget
- Presentation to Council - PowerPoint

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(1480025205)

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement and completion of Schematic Design are set forth below:

- .1 Commencement of construction date:

January 2015

- .2 Completion date:

March 2015

(Approved Construction Budget Number to be established by the end of February 2015.)

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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§ 2.2 In providing services under this Agreement, the Architect shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Architect makes no warranty, either express or implied, as to the professional services rendered under this Agreement.

The Owner and Architect are aware that many factors outside the Architect's control may affect the Architect's ability to complete the services to be provided under this Agreement. The Architect will perform these services with reasonable diligence and expediency consistent with sound professional practices

§ 2.3 The Architect shall be represented by Christopher L. Chiodini who is authorized to act on behalf of the Architect with respect to the Project

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

One Million Dollars (\$1,000,000) Each Occurrence and Two Million Dollars (\$2,000,000) General Aggregate

.2 Automobile Liability

One Million Dollars (\$1,000,000) Combined Single Limit

.3 Umbrella Liability

Four Million Dollars (\$4,000,000) Each Occurrence/Gen Agg

.4 Workers' Compensation

One Million dollars (\$1,000,000) Each Accident /Disease Each Employee/Disease Policy Limit

.5 Professional Liability

Two Million Dollars (\$2,000,000) Each Claim and Four Million dollars (\$4,000,000) Annual Aggregate

Exhibit A - Certificate of Insurance, attached.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include Schematic Design Architectural and Interior Design Services, and Mechanical, Electrical, and Technology Engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information

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furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.4 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. The Architect shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Architect to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Service provisions of this Agreement.

(Paragraph deleted)

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

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(Paragraphs deleted)

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	N/A	
§ 4.1.2 Multiple preliminary designs	Architect	Basic Services
§ 4.1.3 Measured drawings	N/A	
§ 4.1.4 Existing facilities surveys	N/A	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	N/A	
§ 4.1.6 Building information modeling	N/A	
§ 4.1.7 Civil engineering	N/A	
§ 4.1.8 Landscape design	N/A	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Architect	Basic Services – SD Level
§ 4.1.10 Value Analysis (B204™-2007)	N/A	
§ 4.1.11 Detailed cost estimating	N/A	
§ 4.1.12 On-site project representation	N/A	
§ 4.1.13 Conformed construction documents	N/A	
§ 4.1.14 As-Designed Record drawings	N/A	
§ 4.1.15 As-Constructed Record drawings	N/A	
§ 4.1.16 Post occupancy evaluation	N/A	
§ 4.1.17 Facility Support Services (B210™-2007)	N/A	
§ 4.1.18 Tenant-related services	N/A	
§ 4.1.19 Coordination of Owner's consultants	N/A	
§ 4.1.20 Telecommunications/data design	Architect	Basic Services – SD Level
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	N/A	
§ 4.1.22 Commissioning (B211™-2007)	N/A	
§ 4.1.23 Extensive environmentally responsible design	N/A	
§ 4.1.24 LEED® Certification (B214™-2007)	N/A	
§ 4.1.25 Fast-track design services	N/A	
§ 4.1.26 Historic Preservation (B205™-2007)	N/A	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Architect	Basic Services – SD Level

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

N/A

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2

(Paragraphs deleted)

If the services covered by this Agreement have not been completed within three (3) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services to be billed on an hourly basis, per attached hourly rate sheet.

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope, quality, and Architect's compensation.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement; including all information, requirements, data, and instructions required for Owner supplied equipment. The Architect may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The

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Architect shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's consultants and contractors.

§ 5.5 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.6 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.7 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the the Architect's consultants through the Architect about matters arising out of or relating to the Schematic Design Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

(Paragraphs deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed, specified, or coordinated by the Architect, cost of Owner supplied equipment requiring coordination by Architect, and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

(Paragraphs deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

In the event the Owner, the Owner's contractors or subcontractors, or anyone for whom the Owner is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents, including electronic files, prepared by the Architect without obtaining the Architect's prior written consent, the Owner shall assume full responsibility for the results of such changes. Therefore the Owner agrees to waive any claim against the Architect and to release the Architect from any liability arising directly or indirectly from such changes.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect, its officers, directors, employees and subconsultants (collectively, Architect) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

In recognition of the relative risks and benefits of the Project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed the Architect's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

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§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner nor the Architect, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

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interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Architect as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

The Architect shall not be required to sign any documents, no matter by whom requested, that would result in the Architect's having to certify, guarantee or warrant the existence of conditions whose existence the Architect cannot ascertain. The Owner also agrees not to make resolution of any dispute with the Architect or payment of any amount due to the Architect in any way contingent upon the Architect's signing any such certification.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Architect's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Architect is legally liable. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers,

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directors, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Owner's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Owner is legally liable.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Owner agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, partners, employees and subconsultants (collectively, Architect) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of the Architect.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. Nothing herein shall restrict Architect from disclosing such information (1) as required by government or judicial order or requirement, or (2) as required in pursuing or defending any claims relating or arising out of this Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Lump-sum fee of \$25,000 to be billed monthly on a percentage of completion basis, plus reimbursable expenses.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly basis per attached current Hourly Rate Sheet, Exhibit B.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as otherwise stated below:

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(Paragraph deleted)

(Table deleted)

(Paragraph deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

2015 Hourly Rates: attached Exhibit B

Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

N/A

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. The Architect shall submit invoices for Services and Reimbursable Expenses. The Owner shall review such invoices and, if they are considered incorrect, the Owner shall, within ten days from date of invoice, address issue(s) in writing with the Architect; otherwise, payments are due and payable prior to 30 days of the date of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

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1.5% % per month, (18% per annum) or the maximum rate allowed by law; plus all costs (including attorney fees) of collecting delinquent payments

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

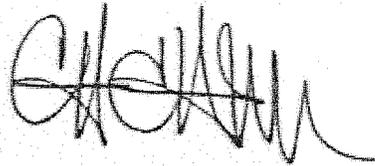
- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A: Chiodini Architects 2015 Certificate of Insurance
Exhibit B: Chiodini Architects 2015 Hourly Rates

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT



(Signature)

(Signature)

(Printed name and title)

Christopher L. Chiodini Vice President

(Printed name and title)

Init



1401 South Brentwood Blvd. | Suite 425 | Saint Louis, Missouri 63144
314.725.5588 | FAX 314.725.4347 | arch@chiodini.com

2015 BILLING RATE TABLE

Company Title

Billing Rate

(Effective January 1, 2015 through December 31, 2015; subject to change end of calendar year.)

Principal	\$215
Project Director	\$185
Director of Design	\$180
Sr. Project Manager	\$165
Project Manager	\$145
Director of Graphic Design	\$140
Director of Interior Design	\$125
Project Architect	\$100
Draftsperson	\$85
Admin	\$65

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A CONTRACT AMENDMENT TO THE SUPERVISED WORK RELEASE PROGRAM 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, previously entered into an agreement with the Missouri Department of Corrections, Division of Adult Institutions, Tipton Correctional Center wherein the Tipton Correctional Center would provide up to 10 worker offenders per day per work week for up to one year to assist the City in maintaining its cemetery, airport, and streets and allow the said offenders to gain work skills; and

WHEREAS, the Missouri Department of Corrections desires to renew the agreement for another year and also desires to amend the said agreement by increasing the number of worker offenders from 10 to 15 with all other terms, conditions and provisions of the previous agreement to remain the same as more fully described in the proposed contract amendment attached to this ordinance and incorporated by reference 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 contract amendment to the supervised work release program agreement by and between the City of Sedalia, Missouri and Missouri Department of Corrections, Division of Adult Institutions, Tipton Correctional Center as the amendment 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 2nd day of February, 2015.

Presiding Officer of the Council

Approved by the Mayor of said City this 2nd day of February, 2015.

Stephen J. Galliher, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk



**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT**

RETURN AMENDMENT NO LATER THAN January 29, 2015 TO:

Pamela Hodges, Procurement Officer I
Pamela.Hodges@doc.mo.gov
(573) 522-2109 (Phone)
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
January 13, 2015	City of Sedalia 200 Osage Ave. Sedalia, MO 65301	Amendment #001 W14708145	Supervised Work Release Program Agreement For Tipton Correctional Center

CONTRACT W14708145 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.1 on page 1, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of April 24, 2015 through April 30, 2016.

The Department of Corrections hereby desires to amend contract W14708145, paragraph 3.1, to state the following:

TCC will provide up to fifteen (15) 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.

All other terms, conditions and provisions of the previous contract period shall remain and apply hereto.

The contractor shall complete, sign, and return this document as acceptance on or before the date indicated above.

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Company Name: City of Sedalia

Mailing Address: 200 S. Osage Ave.

City, State Zip: Sedalia, MO 65301

Telephone: 660-827-3000

E-Mail Address: gedwards@cityofsedalia.com

Authorized Signer's Printed Name and Title: Gary Edwards, City Administrator

Authorized Signature: _____ **Date:** _____

THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: In its entirety.

Dave Dormire, Director, Division of Adult Institutions

Date

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE VACATING THE GRAVEL PORTION OF NORTH WILLIAM PARKHURST DRIVE BEGINNING AT THE BRIDGE MOVING TO THE WEST AND ENDING AT THE START OF THE ASPHALT PORTION OF THE ROAD IN THE CITY OF SEDALIA, MISSOURI.

WHEREAS, the City of Sedalia has received a request from Bethel Assembly of Sedalia, Inc. to vacate the gravel portion of North William Parkhurst Drive beginning at the bridge, moving to the West, and ending at the start of the asphalt portion of the road. Said portion of road requesting to be vacated is more fully described in the legal description attached as Exhibit A; and

WHEREAS, Bethel Assembly of Sedalia, Inc. are the only property owners to the North and South of North William Parkhurst Drive at said portion in consideration.

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

Section 1. It is hereby found and determined that the gravel portion of North William Parkhurst Drive, beginning at the bridge, moving to the West, and ending at the start of the asphalt portion of the road as more fully described in the attached Exhibit A is hereby vacated.

Section 2. The City Clerk is hereby authorized and directed to file in her office said ordinance after recording said ordinance with the Pettis County Recorder of Deeds.

Section 3. 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 2nd day of February 2015.

Presiding Officer of the Council

Approved by the Mayor of said City this 2nd day of February 2015.

ATTEST:

Stephen J. Galliher, Mayor

Arlene Silvey, MPCC
City Clerk

EXHIBIT A

DESCRIPTION FOR ROAD VACATION

A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 46 NORTH, RANGE 21 WEST, SEDALIA, PETTIS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF HENRY STREET AND THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE NORTH $01^{\circ}30'09''$ EAST, ALONG SAID EAST LINE AND ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, 747.66 FEET; THENCE SOUTH $88^{\circ}30'11''$ EAST, 369.60 FEET; THENCE NORTH $22^{\circ}59'40''$ WEST, 371.73 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WILLIAM PARKHURST DRIVE AND THE TRUE POINT OF BEGINNING; THENCE NORTH $89^{\circ}43'20''$ WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 191.03 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE IN A WESTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 484.59 FEET A CHORD DISTANCE OF 184.88 FEET AND AN ARC DISTANCE OF 186.02 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH $68^{\circ}17'$ WEST, 237.64 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, NORTH $21^{\circ}43'$ WEST, 60.0 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID WILLIAM PARKHURST DRIVE; THENCE NORTH $68^{\circ}17'$ EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 237.64 FEET; THENCE IN AN EASTERLY DIRECTION ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 544.59 FEET A CHORD DISTANCE OF 207.77 FEET AND AN ARC DISTANCE OF 209.05 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH $89^{\circ}43'20''$ EAST, 165.10 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH $22^{\circ}59'40''$ EAST, 65.33 FEET TO THE POINT OF BEGINNING.

Bethel Assembly

Rev. Chris Gray

Lead Pastor

1201 N William Parkhurst Dr

Sedalia, MO 65301

660.827.0020

cgray@bethelassembly.info

January 6, 2015

To Whom It May Concern:

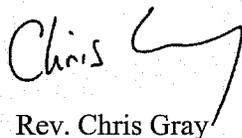
This letter is on behalf of the Official Board of Bethel Assembly. We are requesting that the city vacate the gravel portion of N. William Parkhurst Drive beginning at the bridge, moving to the west, ending at the start of the asphalt portion of the road.

We, Bethel Assembly, are the only property owners to the north and south of N. William Parkhurst Dr. at the portion in consideration. Below are a few of the reasons for this request.

1. Vacating the road would allow our property to be connected without a divide in the middle, allowing for further building and growth.
2. Semi-Trucks are regularly crossing the 7ton bridge, which in turn, is going to cause damage to the bridge in the future. This would create a large expense for the city. Vacating the road would eliminate this potential cost.
3. This portion of the road is continuously washing out. Vacating the road would eliminate the extra expense on the city required for maintenance.

Thank you for your consideration of our request.

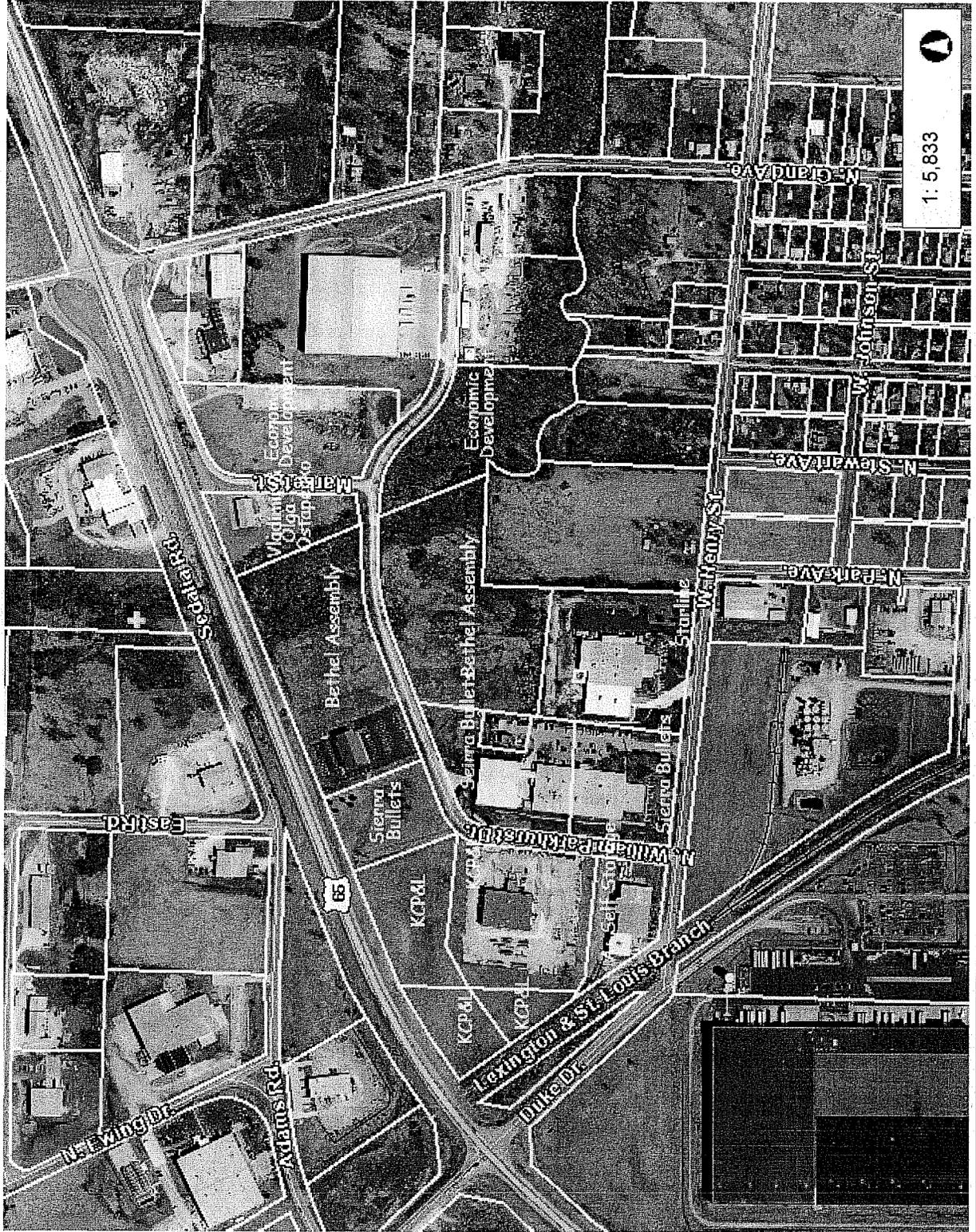
Sincerely,



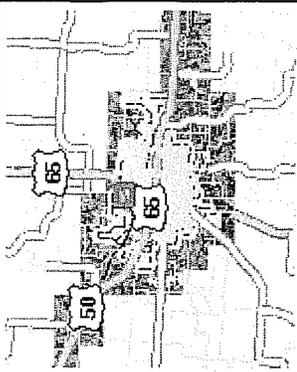
Rev. Chris Gray
Lead Pastor

Bethel
Assembly

Sedalia, MO



1: 5,833



Legend

- Parcel
- Road
- <all other values>
- State Hwy
- US Hwy
- Railroad

Notes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION





January 28, 2015
Mayor Stephen Galliher
City of Sedalia, MO
200 South Osage Street
Sedalia, MO 65301

RE: Proposed closure of William Parkhurst Drive

VIA: Electronic Mail

Dear Mayor Galliher:

Kansas City Power and Light (KCP&L) operates a district operations center at 921 William Parkhurst Drive in Sedalia. At this center, we dispatch our fleet crews to perform emergency power restoration services as well as normal business such as maintenance and new construction for your growing City. We currently have 20 employees at our Sedalia facility.

We have been made aware of consideration for a request to vacate Parkhurst Drive just east of our Sedalia center. Although, this move to vacate would have little impact on our normal operations, it could potentially limit ingress and egress to our facility in the event of an accident or some other event at the intersection of 65 Hwy and Duke Blvd. We refrain from using this route (Parkhurst Drive) a great deal but being an emergency responder, having multiple access points is a real benefit to our operations.

We have also been made aware that numerous industrial customers are concerned of this proposed road closure and we value their input and if it creates a negative business climate for our customers as a whole, we must voice our concerns against this proposed road closure.

We appreciate the opportunity to inform you of our concern relating to this proposal and also even more, allowing KCP&L to serve the fine City of Sedalia.

Respectfully,

A handwritten signature in black ink that reads 'Mark Dawson'. The signature is written in a cursive, flowing style.

Mark W. Dawson, CEcD
District Community Affairs Manager
East and Southeast Districts

cc: Mr. Gary Edwards, City of Sedalia
Ms. Linda Christle, Economic Development Pettis County
Mr. Tracy Bryant, KCP&L
Mr. Steve Granger, KCP&L

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SEDALIA, MISSOURI SUPPORTING THE MISSOURI VALLEY COMMUNITY ACTION AGENCY'S APPLICATION FOR FUNDING THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND TRANSPORTATION ENHANCEMENT ACT.

WHEREAS, Title I of Housing and Community Development Act of 1974 does state as its primary objective "the development of viable communities by providing decent housing, suitable living environment and expanding economic opportunities principally for persons of low or moderate income,"; and

WHEREAS, Title I does offer communities the opportunity of monetary assistance in accomplishing its stated primary objectives; and

WHEREAS, the Missouri Department of Economic Development is designated to award Community Development Block Grant funding under Title I; and

WHEREAS, the national objective of the Community Development Block Grant Program includes the elimination of slum and blight; and

WHEREAS, the Missouri Department of Transportation is designated to administer funding through the Transportation Enhancement Act which provides local governments funds for use in eligible transportation enhancement projects to include streetscapes; and

WHEREAS, the City of Sedalia does have areas of need which may be addressed through the Community Development Block Grant Program and Transportation Enhancement Act; and

WHEREAS, Missouri Valley Community Action Agency has expressed a desire to prepare and submit an application for funding under the Community Development Block Grant Program, as sub-grantee under the City of Sedalia to address the need of building a Preschool Head Start Center in Hubbard Park in Sedalia, Missouri.

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

Section 1. The Council of the City of Sedalia, Missouri desires to participate with the Missouri Department of Economic Development in the improvement of the community under the activities authorized pursuant to the Housing and Community Development Act of 1974 and supports the application for funding by Missouri Valley Community Action Agency.

Section 2. The Mayor and Missouri Valley Community Action Agency hereby are authorized to prepare and submit documents necessary in applying for funding to implement activities pursuant to the aforementioned acts.

PASSED by the Council of the City of Sedalia, Missouri, this 2nd day of February 2015.

Presiding Official of the Council

ATTEST:

Arlene Silvey, MPCC
City Clerk

**City of Sedalia
Department Bills 2-2-2015**

Vendor Name	Invoice Number	Amount
511-Praxair Distribution Inc	51503828	\$ 93.35
AK Small Engine Works	203540	\$ 367.99
AK Small Engine Works	203654	\$ 397.62
Al's Portable Welding	4302	\$ 25.00
American Test Center	2150002	\$ 1,160.00
Andrew Burt	0115	\$ 389.54
Arnwine Electric Co	477	\$ 2,995.00
AT & T	0215	\$ 208.81
AT & T	0215A	\$ 80.31
Bank of Kansas City	5084826	\$ 400.00
Bank of Kansas City	5084827	\$ 400.00
Bank of Oklahoma	5084879	\$ 1,000.00
BankDirect Capital Finance	0215	\$ 3,613.14
Barco Municipal Products Inc.	214305	\$ 279.86
Bill Branstetter	425874	\$ 20.75
Boone Quarries	163368	\$ 123.37
Boone Quarries	164593	\$ 266.98
Bothwell Regional Health Ctr	2	\$ 280.00
Champion Brands LLC	77973	\$ (20.00)
Champion Brands LLC	474417	\$ 598.05
Champion Brands LLC	474418	\$ 411.15
Charter Communications	0115-11	\$ 274.43
Charter Communications	0115-12A	\$ 80.00
Charter Communications	0115-12B	\$ 148.12
Charter Communications	0115-12D	\$ 297.43
Charter Communications	0115-13	\$ 198.78
Charter Communications	0115-14	\$ 80.00
Charter Communications	0115-MUNI	\$ 215.00
Christopher Ballance	0115	\$ 450.00
Christopher Ballance	0115A	\$ 70.00
Cintas Corp #379	379162362	\$ 681.97
City Safe & Lock Service	073216	\$ 1.99
Clark's Tool & Equipment	161241	\$ 43.67
Clark's Tool & Equipment	161260	\$ 9.70
Clark's Tool & Equipment	161283	\$ 20.80
Consolidated Electrical Distributors Inc.	8075-499411	\$ 146.30
Crescent Parts & Equipment	3493963-00	\$ 21.84
Crescent Parts & Equipment	3494054-00	\$ 69.90
Crescent Parts & Equipment	3494097-00	\$ 82.72
Crescent Parts & Equipment	3494098-00	\$ 36.24
D C Battery Inc	070984	\$ 119.00
Daniel Layton	0115	\$ 32.50
Dell Marketing LP	XJM6NCJ67	\$ 70.87
Dell Marketing LP	XJM86LP1	\$ 854.88
Dell Marketing LP	XJMJT2ND4	\$ 24.99

**City of Sedalia
Department Bills 2-2-2015**

Vendor Name	Invoice Number	Amount
Denise Bryant	0115	\$ 30.00
Denise Bryant	0115A	\$ 30.00
Dugan's Paint And Floorcovering	S0210131	\$ 51.16
Duke Mfg Co	0115	\$ 600.00
Engineering Surveys & Services	ESS060950	\$ 589.00
Engineering Surveys & Services	ESS061177	\$ 1,392.00
Engineering Surveys & Services	ESS061679	\$ 162.00
Engineering Surveys & Services	ESS061728	\$ 1,405.00
Engineering Surveys & Services	ESS061729	\$ 444.00
Engineering Surveys & Services	ESS061730	\$ 413.00
Environmental Resource Assoc.	743322	\$ 540.54
Family Medicine Associates Pc	1114984952	\$ 57.00
Fedex	2-908-40852	\$ 23.30
Foley Industries	PS440008124	\$ 59.34
Galls LLC	002941664	\$ 29.14
Guest Services	0115	\$ 300.48
Halsen Products Company	0123391	\$ 499.00
Hillyard - Columbia	601453634	\$ 417.39
Howard Fence Co	0115	\$ 4,731.19
IACP	1001128847	\$ 150.00
IACP	1001129047	\$ 150.00
IACP	1001130895	\$ 150.00
IACP	1001134177	\$ 150.00
IACP	1001137577	\$ 150.00
IBT Inc.	6472702	\$ 36.83
IBT Inc.	6473589	\$ 86.40
IBT Inc.	6477668	\$ 100.78
IDVille	2817223	\$ 122.50
I-Land Internet Services	1692056	\$ 59.95
I-Land Internet Services	1692057	\$ 3.99
Insight Public Sector	1100399749	\$ 12,799.33
Insight Public Sector	1100401579	\$ 2,950.00
Insight Public Sector	1100401582	\$ 680.00
Insurance & Benefits Group Llc	51330	\$ 2,594.00
Jackson-Hirsh Inc	0907525	\$ 85.34
Jamie Bethel	0115	\$ 97.68
John Deere Financial	014861	\$ 39.99
John Deere Financial	017616	\$ 50.98
KCP&L	0115	\$ 41,553.00
KCP&L	0115-14I	\$ 17.53
KCP&L	0115-14K	\$ 17.26
KCP&L	0115-14N	\$ 39.32
KCP&L	0115-61C	\$ 1,132.39
KCP&L	0115-SL	\$ 35,328.14
KCP&L	0115-05	\$ 110.31

City of Sedalia
Department Bills 2-2-2015

Vendor Name	Invoice Number	Amount
KCP&L	0115-12	\$ 341.74
KCP&L	0115-12A	\$ 934.98
KCP&L	0115-13	\$ 535.26
KCP&L	0115-14	\$ 19.47
KCP&L	0115-14A	\$ 19.47
KCP&L	0115-14C	\$ 114.86
KCP&L	0115-14D	\$ 94.55
KCP&L	0115-14E	\$ 55.80
KCP&L	0115-14F	\$ 186.23
KCP&L	0115-14G	\$ 20.74
KCP&L	0115-14H	\$ 692.43
KCP&L	0115-14M	\$ 19.72
KCP&L	0115-14P	\$ 30.39
KCP&L	0115-14Q	\$ 28.78
KCP&L	0115-14R	\$ 30.09
KCP&L	0115-14S	\$ 30.17
KCP&L	0115-14T	\$ 29.86
KCP&L	0115-15	\$ 298.88
KCP&L	0115-17	\$ 27.08
KCP&L	0115-18	\$ 960.34
KCP&L	0115-20	\$ 703.92
KCP&L	0115-24	\$ 27.70
KCP&L	0115-24A	\$ 21.13
KCP&L	0115-24C	\$ 91.93
KCP&L	0115-61A	\$ 9,330.57
KCP&L	0115-61B	\$ 650.34
KCP&L	0115-61H	\$ 17.19
KCP&L	0115-61J	\$ 209.73
KCP&L	0115-61K	\$ 18.08
KCP&L	0115-61L	\$ 159.45
KCP&L	0115-61M	\$ 275.21
KCP&L	0115-61Q	\$ 86.28
KCP&L	0115-61Y	\$ 102.02
KCP&L	0115-Comp	\$ 705.94
KCP&L	0115-Muni Bldg	\$ 254.25
KCP&L	0115-Muni Bldg	\$ 190.87
KCP&L	0115-Muni Bldg	\$ 95.32
KCP&L	0115-Muni Bldg	\$ 63.62
KCP&L	0115-Muni Bldg	\$ 1,224.44
KCP&L	0115-Muni Bldg	\$ 222.56
KCP&L	0115-Muni Bldg	\$ 158.94
KCP&L	0115-Muni Bldg	\$ 127.25
KCP&L	0115-Muni Bldg	\$ 63.62
Key Hydraulics	15-34988	\$ 167.17
Key Hydraulics	15-35062	\$ 25.98
Klein's Saw Shop & Small Engines	0115A	\$ 81.00
Lake Creek Landscaping	815190	\$ 75.00
Law Enforcement Seminars LLC	84721422372527	\$ 650.00
Lisa Leyva	0115	\$ 66.81
Mailfinance	0115	\$ 408.45
Mark's Mobile Glass Inc	I4F138395	\$ 650.00
MCI	0115	\$ 212.74

**City of Sedalia
Department Bills 2-2-2015**

Vendor Name	Invoice Number	Amount
Menards - Sedalia	75533	\$ 8.99
Micro Distributing II, LTD	1135309	\$ 58.96
Midland Printing Company	50747	\$ 46.32
Midland Printing Company	80491	\$ 432.00
Missouri Department of Corrections	5556	\$ 915.00
Missouri Typewriter Of Warrensburg Inc	27320	\$ 131.00
Missouri Typewriter Of Warrensburg Inc	41063	\$ 125.99
Mo Dept Of Natural Resources	34601505769	\$ 250.00
MSHP CJ Tech Fund	812HP5310210907	\$ 1,545.00
New World Systems Corporation	039417	\$ 1,089.00
Nightwatch Security & Telephone	71270	\$ 70.00
Olsson Associates	223959	\$ 841.32
Olsson Associates	223959A	\$ 324.81
Open Door Thrift Shop	234554	\$ 8.00
O'Reilly Automotive Inc.	0114-300640	\$ 2.99
O'Reilly Automotive Inc.	0247-347007	\$ 13.56
Otten Small Engine Service	152599	\$ 68.00
Otten Small Engine Service	152600	\$ 65.00
Otten Small Engine Service	152603	\$ 449.99
Pettis County Recorder of Deeds	57131	\$ 24.00
Pettis County Recorder of Deeds	57132	\$ 108.00
Pettis County Recorder of Deeds	57165	\$ 96.00
Pettis County Recorder of Deeds	PSR14-112	\$ 25.00
Pettis County Title Co.	PSR15-001	\$ 75.00
Pettis County Title Co.	PSR15-002	\$ 75.00
Pettis County Title Co.	PSR15-003	\$ 75.00
Pettis County Title Co.	PSR15-004	\$ 75.00
Pettis County Title Co.	PSR15-005	\$ 75.00
Pettis County Title Co.	PSR15-006	\$ 75.00
Pettis County Title Co.	PSR15-007	\$ 75.00
PMSI Inc	I0162822	\$ 1,086.50
Poort Excavating Llc	5719	\$ 1,800.00
Printlynx	109697	\$ 86.47
Printlynx	109924	\$ 302.82
Quicksilver Water	732121	\$ 53.00
Rick Ball Ford - Sedalia	134959	\$ 407.69
Ricoh USA Inc	5034236784	\$ 42.54
Roberts & Associates	09017981	\$ 125.00
RSBR Investments	0115	\$ 83.67
Schriefer's Office Equip Inc	264717	\$ 107.86
Schriefer's Office Equip Inc	264736	\$ 28.00
Schriefer's Office Equip Inc	264869	\$ 43.00
Schultz Wrecking Service	0115	\$ 3,800.00
Sears Commercial One	T047965	\$ 44.99
Sedalia Animal Shelter	0215	\$ 2,400.00

**City of Sedalia
Department Bills 2-2-2015**

Vendor Name	Invoice Number	Amount
Sedalia Downtown Development	674	\$ 575.10
Sedalia Electric Motors Inc	8213	\$ 290.00
Sedalia/Pettis Co Dev Co	0215	\$ 10,250.00
SMC Electric Supply	60201926-00	\$ 228.48
Smith Paper & Janitor Supply	584510	\$ 43.60
Smith Paper & Janitor Supply	584612	\$ 69.70
Smith Paper & Janitor Supply	584846	\$ 63.91
Smith Paper & Janitor Supply	584111-1	\$ 31.50
Sonequity Pest Management	116719	\$ 67.00
Sonequity Pest Management	116966	\$ 68.00
Sonequity Pest Management	117179	\$ 39.00
Staples Business Advantage	3251898478	\$ 28.79
Staples Business Advantage	3251898479	\$ 167.97
Staples Business Advantage	3251898480	\$ 122.39
Staples Business Advantage	3252265705	\$ 29.99
Staples Business Advantage	3252930975	\$ 99.90
Staples Business Advantage	3253686232	\$ 104.97
Staples Business Advantage	3253686237	\$ 159.98
Staples Business Advantage	3253686345	\$ 490.91
Staples Business Advantage	3253686347	\$ 144.16
Staples Business Advantage	3253686348	\$ 123.96
Staples Business Advantage	3253686422	\$ 56.07
Staples Business Advantage	3253686472	\$ 29.90
Staples Business Advantage	3253686559	\$ 169.99
Stephen Galliher	0115	\$ 16.28
Steve Rucker	0115	\$ 131.72
Successories.com LLC	IN-5668102	\$ 80.96
Tallman Company	S132382	\$ 24.22
Tallman Company	S132456	\$ 32.82
Tallman Company	S132456-00	\$ 32.82
The Center for Public Safety	0115-DeGonia	\$ 395.00
The Center for Public Safety	0115-Shaw	\$ 395.00
The Center for Public Safety	0115-Wirt	\$ 395.00
The J.P. Cooke Co.	325550	\$ 52.47
The Ups Store	7103	\$ 39.12
The Ups Store	7130	\$ 26.27
The Ups Store	7503	\$ 20.06
TheRedForce	SFD150108	\$ 1,094.00
Thomas Independent Plumbing Llc	0115	\$ 2,787.00
Tim's Tree Service Llc	3851	\$ 600.00
Tim's Tree Service Llc	3852	\$ 75.00
Tim's Tree Service Llc	3853	\$ 175.00
Tim's Tree Service Llc	3854	\$ 550.00
Tim's Tree Service Llc	3855	\$ 500.00
Tim's Tree Service Llc	3856	\$ 1,200.00

**City of Sedalia
Department Bills 2-2-2015**

Vendor Name	Invoice Number	Amount
Tim's Tree Service Llc	3858	\$ 600.00
Tire Centers Llc	6500143099	\$ 663.04
Tire Centers Llc	6500143108	\$ 663.04
Tire Centers Llc	6500143109	\$ 663.04
Tire Centers Llc	6500143190	\$ 427.12
Trans-Central Suppliers Inc	0226988	\$ 92.74
Trans-Central Suppliers Inc	0226989	\$ 4.40
Trans-Central Suppliers Inc	0227064	\$ 358.66
Trans-Central Suppliers Inc	0227065	\$ 79.70
Trans-Central Suppliers Inc	0227066	\$ 332.14
University Of Missouri - Columbia AR	0007767	\$ 540.00
USDA, APHIS, General	3001503626	\$ 1,704.58
Vance Bros. Inc-Kansas City	0115	\$ 150.00
Vance Bros. Inc-Kansas City	0115A	\$ 50.00
Vulcan Inc	266191	\$ 499.20
W & M Welding Inc	42640	\$ 23.84
Walmart Community/RFCSELLC	00106	\$ 19.78
Walmart Community/RFCSELLC	00839	\$ 94.84
Walmart Community/RFCSELLC	02851	\$ 427.85
Walmart Community/RFCSELLC	03082	\$ 17.80
Walmart Community/RFCSELLC	03289	\$ 148.00
Walmart Community/RFCSELLC	05306	\$ 70.63
Walmart Community/RFCSELLC	07390	\$ 31.88
Walmart Community/RFCSELLC	08403	\$ 100.72
Walmart Community/RFCSELLC	09042	\$ 92.74
Walmart Community/RFCSELLC	09560	\$ 49.69
Warehouse Tire & Muffler	47152	\$ 344.86
Western Extralite Company	S5086418.002	\$ 17.00
Western Extralite Company	S5086418-001	\$ 17.65
Wilson & Company Inc	57469	\$ 802.40
Wilson & Company Inc	57471	\$ 8,431.50
Woods Supermarkets Inc	148	\$ 59.34
World Wide Technology Inc	3771039	\$ 771.42
World Wide Technology Inc	3771932	\$ 658.82
Zones	S39539750101	\$ 351.00
Zones	S39603970101	\$ 292.56
Total Invoices To Be Paid		\$ 208,525.12