

CITY COUNCIL MEETING AGENDA

**City Council Chambers
Municipal Building
Monday, April 20, 2015
7:00 p.m.**

***CORRECTION**

II. ROLL CALL OF STANDING COMMITTEES

PUBLIC WORKS – Councilmember Tolbert Rowe

- 2. Approve purchase of a 72” Bobcat Sweeper and Gutter Broom Attachment from Forklifts of Central Missouri in the amount of \$7,200 through the MODOT Cooperative Procurement Program**

***Purchase amount overstated. Purchase Amount should read \$4,089.90 instead of \$7,200.**



PRE-COUNCIL MEETING

Mayor's Conference Room
Municipal Building
Monday, April 20, 2015
6:15 p.m.

MAYOR: STEPHEN J. GALLIHER

MAYOR PRO-TEM: BOB CROSS

Work Session – 6:15 p.m.

1. Presentation – Financial Update

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 Ordinance approving and accepting Exhibit T to the master agreement for professional services between the City of Sedalia, Missouri and Olsson Associates for engineering services. 2. Review Ordinance approving and accepting an agreement for staffing services by and between the City of Sedalia, Missouri d/b/a Crown Hill Cemetery and IMKO Workforce Solutions (Part-time employee for Crown Hill Cemetery). 3. Review Bids for Downtown Railing Systems. 4. Review Ordinance establishing a one hour parking restriction between the hours of 9:00 a.m. and 6:00 p.m. on the North side of West 16th Street between South Grand Avenue and South Prospect Avenue in the City of Sedalia, Missouri. 5. Review Ordinance approving and accepting an agreement for professional services between the City of Sedalia, Missouri and Wilson & Company, Inc., Engineers & Architects for engineering services related to corrective measures evaluation and field support services of future leachate seeps at the City of Sedalia Sanitary Landfill. 6. Review Ordinance approving and accepting a permanent utility easement and temporary construction easements from Devin Robb and Rachael Robb for sanitary sewer purposes relating to the City of Sedalia Missouri sewer relief project. 7. Review Quote from Forklifts of Central Missouri for the purchase of a 72” Bobcat Sweeper and Gutter Broom Attachment through the MODOT cooperative procurement program. 8. Review Proposal from Wilson & Company in the amount of \$7,200 for a traffic analysis for the intersection of Highway 50 & Curry Drive. 9. Review Proposal from Wilson & Company in an amount not to exceed \$25,000 for the preparation of a storm water report and site grading plan for property located at 2420 South New York Avenue (Site of new Animal Shelter and Equalization Overflow Basin). 	

Click on any agenda item to view the related documentation

FINANCE/ADMINISTRATION COMMITTEE
Administrative, Library and Hospital

Jo Lynn Turley, Chair
Bonita Nash, Vice Chair

1. Review Ordinance authorizing a Deed of Full Release to Secretary of Veterans Affairs for special tax bills dated February 6, 2014, September 22, 2014, November 13, 2014 and December 22, 2014 placed against 1616 West 10th Street in the City of Sedalia, Missouri.

Immediately following the committee meetings, a Motion and a Second will need to be made to 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.



CITY COUNCIL MEETING AGENDA

City Council Chambers
Municipal Building
Monday, April 20, 2015
7:00 p.m.

A. SILENT PRAYER & PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. SPECIAL AWARDS

1. Special Presentation by Bob Hiller – D.A.R.E. Car Show

I. MINUTES

1. Pre-Council Meeting and Regular Council Meeting April 6, 2015

II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES

1. Acceptance of Citizens' Traffic Advisory Commission minutes dated March 11, 2015

III. ROLL CALL OF STANDING COMMITTEES

A. PUBLIC SAFETY – Councilmember Donald Meier

B. PUBLIC WORKS – Councilmember Tolbert Rowe

1. Award bid for Downtown Railing Systems
2. Approve purchase of a 72" Bobcat Sweeper and Gutter Broom Attachment from Forklifts of Central Missouri in the amount of \$7,200 through the MODOT Cooperative Procurement Program
3. Approve proposal from Wilson & Company in the amount of \$7,200 for a traffic analysis for the intersection of Highway 50 and Curry Drive
4. Approve proposal from Wilson & Company in an amount not to exceed \$25,000 for the preparation of a storm water report and site grading plan for property located at 2420 South New York Avenue (Site of New Animal Shelter and Equalization Overflow Basin)

C. FINANCE / ADMINISTRATION – Councilmember Jo Lynn Turley

IV. NEW BUSINESS

A. ORDINANCES AND RESOLUTIONS

- Approving and accepting Exhibit T to the master agreement for professional services between the City of Sedalia, Missouri and Olsson Associates for engineering services
- Approving and accepting an agreement for staffing services by and between the City of Sedalia, Missouri d/b/a Crown Hill Cemetery and IMKO Workforce Solutions (Part-time employee for Crown Hill Cemetery)
- Establishing a one hour parking restriction between the hours of 9:00 a.m. and 6:00 p.m. on the North side of West 16th Street between South Grand Avenue and South Prospect Avenue in the City of Sedalia, Missouri
- Approving and accepting an agreement for professional services between the City of Sedalia, Missouri and Wilson & Company, Inc., Engineers & Architects for engineering services related to corrective measures evaluation and field support services of future leachate septs at the City of Sedalia Sanitary Landfill
- Approving and accepting a permanent utility easement and temporary construction easements from Devin Robb and Rachael Robb for sanitary sewer purposes relating to the City of Sedalia Missouri sewer relief project
- Authorizing a deed of full release to Secretary of Veterans Affairs for special tax bills dated February 6, 2014, September 22, 2014, November 13, 2014 and December 22, 2014 placed against 1616 West 10th Street in the City of Sedalia, Missouri

Click on any agenda item to view the related documentation

B. APPOINTMENTS

1. Nominations from Mayor Galliher

C. LIQUOR LICENSES

D. APPROVAL OF DEPARTMENT BILLS

E. ADJOURN SINE DIE

F. SWEARING IN CEREMONY

1. Roll Call

G. NEW BUSINESS

1. Elect Mayor Pro-Tem

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

I. GOOD AND WELFARE

J. ADJOURN

Please join in a reception immediately following the Council Meeting to recognize outgoing and new Council members

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 *GE*
Re: Agenda items for City Council meeting on Monday, April 20, 2015

This meeting begins at 6:15 PM

Presentations:

Financial Update – Kelvin Shaw, Finance Director

Public Safety Committee:

1. No items

Public Works Committee:

1. Review ordinance approving Exhibit T to the master agreement for professional services for \$36,000 between the City and Olsson Associates for engineering services. This covers two items. The first is for research and development related for a possible county wide regional wastewater system. The second item is for survey services for the new EQ-2 Site at New York Ave. The source of funding for these items is the COPS fund.
2. Review ordinance approving an agreement for staffing services between Crown Hill Cemetery (the City) and IMKO Workforce Solutions for a temporary part-time employee. This is a budgeted item.
3. Review bids for the downtown railing systems. These railing systems are needed for safety reasons in the downtown area. Three bids were received ranging from \$10,920 to \$26,520. Staff recommends that the Council accept the low bid from Advanced Maintenance in Sedalia. Staff has reviewed the project with the contractor and feels comfortable that the work can be done for this price.
4. Review ordinance establishing a one hour parking restriction between the hours of 9 AM and 6 PM on the north side of West 16th between South Grand Ave and South Prospect Ave. This legislation is being proposed by the Traffic Advisory Commission as the result of a citizen request. The request was unanimously approved by the Commission.
5. Review an ordinance approving an agreement for professional services between the City and Wilson & Company Engineers and Architects for engineering services related to corrective measures evaluation and field support services for future Leachate seeps at the City sanitary landfill.
6. Review an ordinance approving a permanent utility easement and temporary construction easements from Devin Robb and Rachael Robb for sanitary sewer purposes relating to the City's sewer relief project. This is part of the ongoing process of obtaining easements for this important wastewater project.
7. Review quote from Forklifts of Central Missouri for the purchase of a 72" Bobcat Sweeper and Gutter Broom attachment through the MODOT cooperative procurement program, which is covered by the City's purchasing policy. The bid price is \$4,089.90. The Public Works Department has budgeted \$5,000 for this attachment. Staff recommends that the cooperative procurement program be approved.
8. Review proposal from Wilson & Company in an amount of \$7,200 for a traffic analysis for the intersection of Highway 50 and Curry Drive on the south side; and the intersection and Main and Highway 50 on the north side. This intersection is beginning to experience substantial increases in traffic with the addition of Kohl's, Menard's, Steak and Shake, Hobby Lobby and other anticipated businesses. Consequently, a study of safety improvements at this intersection is needed along with anticipated costs.
9. Review proposal from Wilson & Company in an amount not to exceed \$25,000 for the preparation of a stormwater report and site grading plan for property located at 2420 South New York Ave. (site of new animal shelter and equalization overflow basin.). Now that the new animal shelter will be constructed within the city limits, a stormwater analysis is required by ordinance. However, a City equalization overflow basin also will be constructed and located at this location.

Finance/Administration Committee

1. Review ordinance authorizing a Deed of Full Release to Secretary of Veterans Affairs for special Tax bills dated February 6, 2014, September 22, 2014, November 13, 2014 and December 22, 2014 placed against 1616 West 10th Street. A lien was placed by the City on this property by these special tax bills. The VA has fully paid the special tax bills and has requested a Deed of Full Release.



CITY OF SEDALIA, MISSOURI
PRE-COUNCIL MEETING – APRIL 6, 2015

WORK SESSION

The Work Session started at 6:30 p.m. in the Mayor's Conference Room at the Municipal Building.

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

Presentation – Firefighter I & II Certification Program

Deputy Fire Chief, Greg Harrell, presented information on the Firefighter I & II Certification Program. With the construction of the new fire station, a training tower and facility was added which will allow the Sedalia Fire Department to offer classes to encourage local citizens to have an interest in fire service and to help area departments in training. Classes will begin September 2015 and go through late March 2016 and will be taught by 12 state certified instructors (Sedalia Fire Department members). After completion of the training program, students will have the knowledge and requirements to test with the State of Missouri, Division of Fire Safety, to possibly obtain Firefighter I & II certifications. The certifications will allow participants of the program to apply and test for a position with the Sedalia Fire Department.

The Firefighter I & II Certification Program have a fee involved that will cover the cost of the class which makes the program totally self-supporting and no cost to the City. The goal of the program is to provide an opportunity to citizens to obtain required education for a career in fire service at an affordable cost.

Councilman Driskell inquired if the accreditation was only for the State of Missouri. Deputy Chief Harrell stated that it is an international lifetime accreditation and is regulated by the State of Missouri and the International Fire Service Accreditation Congress.

COMMITTEE MEETING

Public Safety Committee – Councilman Meier, Chairman, presented the following recommendations:

- Ordinance amending Sections 2-621 and 2-625 of the Code of Ordinances relating to the Police Personnel Board (Board composition, appointments & terms; and organization & duties) was moved to full Council on motion by Rowe, seconded by Nash. All present in favor. Cunningham was absent.
- Ordinance approving Firefighter I & II Certification Program for the Fire Department was moved to full Council on motion by Driskell, seconded by Cross. All present in favor. Cunningham was absent.

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

- Ordinance approving a lease agreement between the City dba Sedalia Regional Airport and Corbett Aviation, LLC (30 year lease related to hanger located immediately Northeast of terminal; \$100/year rental for crop dusting planes & fixed base operation maintenance service which would help bring additional fuel service business). Airport Director, John Evans,

commented that Herb Piper is retiring and Mr. Corbett is purchasing Mr. Piper's building. Evans added that a new lease is being issued because the City owns the land the building is located on and that there is a clause in the new agreement that allows Mr. Corbett to store fuel but he has to purchase the fuel from the Airport. Item was moved to full Council on motion by Turley, seconded by Cross. All present in favor. Cunningham was absent.

- Ordinance approving a permanent utility easement, temporary construction easement and a temporary access authorization from various property owners for sanitary sewer purposes relating to sewer relief project was moved to full Council on motion by Driskell, seconded by Nash. All present in favor. Cunningham was absent.

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

- Records Destruction Request from the Personnel Department was moved to full Council on motion by Rowe, seconded by Meier. All present in favor. Cunningham was absent.
- Ordinance approving an Amended and Restated Post-Issuance Compliance Services Agreement with Gilmore & Bell, P.C., a professional corporation, relating to compliance services for tax-advantaged debt obligations (Goal is to have all items related to bond-compliance in one place within agreement) was moved to full Council on motion by Rowe, seconded by Meier. All present in favor. Cunningham was absent.
- Ordinance amending the budget for the Fiscal Year 2015-2016 (amended due to anticipated costs related to Firefighter I & II Program; no cost to City; expenses covered by fees; budget must reflect expense and associated revenue) was moved to full Council on motion by Rowe, seconded by Cross. All in present favor. Cunningham was absent.

With no further comments, the meeting closed at 6:45 p.m.
Respectfully submitted: Jason Myers, Deputy City Clerk



CITY OF SEDALIA, MISSOURI
COUNCIL MEETING – APRIL 6, 2015

The Council of the City of Sedalia, Missouri duly met on Monday, April 6, 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 Stevenson.

ROLL CALL:

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

Mayor Galliher recognized Michael Eufinger, with Boy Scout Troop 54, who was in attendance at the meeting working on his Communications Badge.

SERVICE AWARDS:

20 Year Service Pin	Gary Reynolds, Sr. Building Service worker – Building Maintenance
15 Year Service Pin	John Comfort, Police Sergeant – Police Department
5 Year Service Pin	Jeff McKinney, Street Superintendent – Street Department
5 Year Service Pin	Mike Shankles, Vehicle Maintenance Supervisor – Vehicle Maintenance

MINUTES:

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

- Pre-Council Meeting March 16, 2015
- Public Hearing and Regular Council Meeting March 16, 2015

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: None.

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

Approved Records Destruction Request from the Personnel Department on motion by Driskell, seconded by Nash. All present in favor. Cunningham was absent.

NEW BUSINESS:

BILL NO. 2015 – 51, ORDINANCE NO. 10302 – AN ORDINANCE AMENDING SECTIONS 2-621 AND 2-625 OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI RELATING TO THE POLICE PERSONNEL BOARD was read once by title.

2nd Reading – Motion by Rowe, 2nd by Nash. All present in favor. Cunningham was absent.
Final Passage – Motion by Turley, 2nd by Nash. All present in favor. Cunningham was absent.
Roll Call Vote: Voting “Yes” were Turley, Driskell, Nash, Meier, Cross, Rowe and Stevenson.
No one voted “No”. Cunningham was absent.

BILL NO. 2015 – 52, ORDINANCE NO. 10303 – AN ORDINANCE APPROVING A FIREFIGHTER I AND II CERTIFICATION PROGRAM FOR THE FIRE DEPARTMENT OF THE CITY OF SEDALIA, MISSOURI was read once by title.

2nd Reading – Motion by Rowe, 2nd by Cross. All present in favor. Cunningham was absent.
Final Passage – Motion by Turley, 2nd by Driskell. All present in favor. Cunningham was absent.

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

BILL NO. 2015 – 53, ORDINANCE NO. 10304 – AN ORDINANCE APPROVING AND ACCEPTING A PERMANENT UTILITY EASEMENT, TEMPORARY CONSTRUCTION EASEMENT AND A TEMPORARY ACCESS AUTHORIZATION FROM VARIOUS PROPERTY OWNERS 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 present in favor. Cunningham was absent.
Final Passage – Motion by Rowe, 2nd by Nash. All present in favor. Cunningham was absent.
Roll Call Vote: Voting “Yes” were Turley, Driskell, Nash, Meier, Cross, Rowe and Stevenson.
No one voted “No”. Cunningham was absent.

BILL NO. 2015 – 54, ORDINANCE NO. 10305 – AN ORDINANCE APPROVING AND ACCEPTING AN AMENDED AND RESTATED POST-ISSUANCE COMPLIANCE SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND GILMORE & BELL, P.C., A PROFESSIONAL CORPORATION, RELATING TO COMPLIANCE SERVICES FOR TAX-ADVANTAGED DEBT OBLIGATIONS was read once by title.

2nd Reading – Motion by Meier, 2nd by Rowe. All present in favor. Cunningham was absent.
Final Passage – Motion by Turley, 2nd by Cross. All present in favor. Cunningham was absent.
Roll Call Vote: Voting “Yes” were Turley, Driskell, Nash, Meier, Cross, Rowe and Stevenson.
No one voted “No”. Cunningham was absent.

BILL NO. 2015 – 55, ORDINANCE NO. 10306 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2015-2016 was read once by title.

2nd Reading – Motion by Turley, 2nd by Nash. All present in favor. Cunningham was absent.
Final Passage – Motion by Rowe, 2nd by Driskell. All present in favor. Cunningham was absent.
Roll Call Vote: Voting “Yes” were Turley, Driskell, Nash, Meier, Cross, Rowe and Stevenson.
No one voted “No”. Cunningham was absent.

BILL NO. 2015 – 56, ORDINANCE NO. 10307 – AN ORDINANCE APPROVING AND ACCEPTING A LEASE AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI D/B/A SEDALIA REGIONAL AIRPORT AND CORBETT AVIATION, LLC was read once by title.

2nd Reading – Motion by Cross, 2nd by Rowe. All present in favor. Cunningham was absent.
Final Passage – Motion by Cross, 2nd by Nash. All present in favor. Cunningham was absent.
Roll Call Vote: Voting “Yes” were Turley, Driskell, Nash, Meier, Cross, Rowe and Stevenson.
No one voted “No”. Cunningham was absent.

APPOINTMENTS: None.

BIDS: None.

LIQUOR LICENSES:

The following Liquor Licenses were read and approved on motion by Rowe, seconded by Meier. All present in favor. Cunningham was absent.

New:

- Joseph Lemaire dba LeMaires Cajun Catfish, 3500 W. Broadway – Sunday Sales

Renewals:

- Tom Munson dba Bings East, 1709 E. Broadway – Packaged Liquor
- Jeffrey Holloway dba Coach's Sports Bar & Grill, 303 S. Lamine – Liquor by Drink with Sunday Sales
- Joseph Lemaire dba LeMaires Cajun Catfish, 3500 W. Broadway – Liquor by Drink
- James Phillips dba Loyal Order of Moose #1494, 119 Winchester Dr. – Liquor by Drink
- Gary Farr dba Patricia's Mexican Restaurant, 3000 S. Limit – Liquor by Drink with Sunday Sales
- Allen Whittall dba Sedalia Elks Lodge #125, 312 W. 4th – Liquor by Drink
- Allen Whittall dba Sedalia Elks Lodge #125, 320 S. Kentucky – Liquor by Drink
- Allen Whittall dba Sedalia Elks Lodge #125, 320 S. Kentucky – Sunday Sales
- Brett Sorrell dba VFW Post #2591, 121 S. Ohio – Liquor by Drink
- Turf Martin dba Wine & More LLC, 3200 S. Limit Ave., Unit B – Liquor by Drink

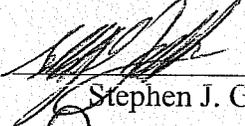
DEPARTMENT BILLS thru April 6, 2015 totaling \$445,300.67 were approved for payment on motion by Meier, seconded by Turley. All present in favor. Cunningham was absent.

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR: None.

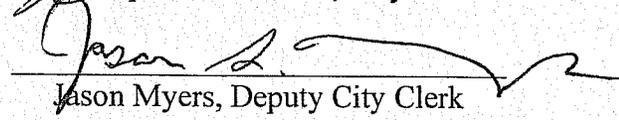
GOOD & WELFARE: None.

The meeting adjourned at 7:10 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 Rowe, seconded by Nash. All present in favor. Cunningham was absent.

THE CITY OF SEDALIA, MISSOURI



Stephen J. Galliher, Mayor



Jason Myers, Deputy City Clerk

TRAFFIC ADVISORY COMMISSION MEETING
MARCH 11, 2015

The Traffic Advisory Commission duly met on Wednesday, March 11, 2015, at 12:00 p.m. at the City of Sedalia Municipal Building. The meeting was called to order by Chairman Esquivel.

ROLLCALL:

Members		Ex-Officio Members	
Deidre Esquivel	Present	Bill Beck	Not Present
Jeff Page	Not Present	Victoria Kottman	Present
John Rucker	Present	Greg Harrell	Present
Shirley Neff	Present		
Dennis Henderson	Present		
Ruth Kell	Present		
Open position			

Guests- Ellen Cross, Second Ward City Councilmen Russell Driskell, Officer Casey Devorss, Abdul Rivas

The minutes of the February 11, 2015 meeting were approved.

UNFINISHED BUSINESS:

NEW BUSINESS:

Barry Walter, Walter's Barber Shop, 417 S. Engineer Avenue, is requesting two hour parking on the east side of S. Engineer Avenue from E. 5th Street to the north alley. There are residential properties just to the north of the barber shop. The residents park right in front of the business and stay there for long periods of time leaving no place for his customers to park. The residents have plenty of other places to park. Cross read the staff recommendation. **Staff recommends the commission approve the request. This is a business and it needs to have customer parking available.**

Rucker asked about the other business on the corner. Officer Devorss explained this was just for ½ block not the whole block so it would not affect that business. Driskell spoke on behalf of Mr. Walter and stated Mr. Walter has chosen to remove his request. Mr. Walter has been working with the police department and they decided to try painting parking spaces in that area to see if that would help. Mr. Walter will leave the one in front of the house open and not have his customer's park there. This is a better situation than restricting parking.

Devorss stated one problem with the two hour parking is it will leave the house with no place to park. Painting parking spaces will manage the available space much better. Kottman also stated this will help parking in the area when the barber shop was not open.

Cross explained a request for painting parking spaces would not need to be voted on by Traffic Advisory as there is no ordinance change. That request could be submitted directly to Bill Beck. If the parking spaces did not work Mr. Walter could bring a request back to the Committee at any time. Kottman would not recommend a two hour parking because she thinks a two hour parking restriction will not help with the problem. **Neff made a motion to deny the request. Second by Kell. All were in favor.**

Abdul Rivas, Mexican Grocery, 812 W. 16th Street, is requesting one hour parking from 9 a.m. to 6 p.m. on the north side of W. 16th Street from S. Grand Avenue to S. Prospect Avenue. Recently a parking restriction was removed from this location and now people are parking in front of his business for long periods of time leaving no place for his customers to park. Cross read the staff recommendation. **Staff recommends the commission approve the request. This is a business and it needs to have customer parking available.**

Mr. Rivas spoke to the committee and stated since the 2 hour parking restriction was removed he has trouble with people parking. He has spoken to his neighbors and they do not have a problem with placing the 1 hour parking on this block. Kell asked if his shop took up the whole block. It was explained that his business was in the middle of the block. **Rucker made a motion to deny the request. Second by Kell. All were in favor.**

OTHER ITEMS FOR DISCUSSION:

Neff stated that she discussed with one of the Councilmembers after the Council voted to keep the handicapped parking space at 1401 S. Osage. The Councilmen stated they decided to keep it because the police department had originally suggested it be placed there. Deidre asked if anyone spoke at the council meeting. Driskell told the group that the council decided to keep the space because of the number of years the resident has had the space and the age of the resident. Esquivel pointed out that this space was not designated strictly for the resident at this address and this space is not ADA compliant. Driskell stated the council understood. Esquivel also stated she was surprised that the vote was unanimous as one of the Councilmembers attended the last meeting and it appeared the council was in support of removing the space. She just wanted to make sure council understood the implications of it not being ADA compliant. Driskell stated they understood.

Cross told the committee that information was being gathered for the review of the 4-way stops.

Kottman wanted to bring up the point about residential handicapped parking spaces. None of those will be ADA compliant except for in the downtown area as the street curbing and other factors make it not ADA. This might be something council should consider in the future. Esquivel stated she was also making the point that sometimes she questions the relevancy of this committee as it appears it is not taken seriously at council. She felt like this committee is voting based on rules and regulation and council votes with their heart. If that is the case they should reevaluate some of the citizen advisory boards if they are not going to listen to them anyway. Driskell stated he takes recommendation very seriously from this committee. He did vote with the council on the last request but listening to the committee today he understands how they

make their recommendation. Kottman stated this might be a good example to check things going forward. Maybe the existing handicapped spaces should be revisited every few years. Kottman also stated she has been doing this job for 16 years and the input this committee has is very valuable.

Next meeting will be April 15, 2015.

The meeting adjourned at 12:30 p.m.

To: Gary Edwards
From: Bill Beck
Date: April 14, 2015
Subject: Downtown Railing System Bids

We have solicited bids for railings for some of the street corners in the downtown area. We received three bids ranging from \$10,920.00 to \$26,520.00. It was decided that installing railings was the best option to enhance safety for pedestrians.

I would like to request that we accept the low bid from Advanced Maintenance out of Sedalia, MO for \$10,920.00.

Thank you.

A handwritten signature in black ink, appearing to be "Bill Beck", with a long, sweeping underline that extends to the right and ends in an arrowhead.

Tabulation of Bids

Downtown Railing Systems

March 26, 2015 2:00 p.m.

Mayor's Conference Room

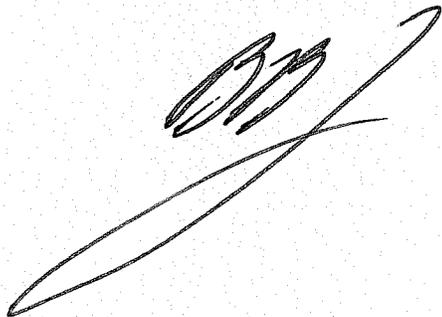
	Advanced Maintenance 29591 Backbone Rd. Sedalia, MO 65301	Al's Portable Welding 215 E. Main Sedalia, MO 65301	James H. Drew Corp. 1578 E. Boonville St. Sedalia, MO 65301
Description	Supply all labor & materials to fabricate & install 24 rails per specs provided in this notice to bid	24 Rail Systems with the average straight run length of 12'	2" steel pipe railing systems, as specified in bid documents, to be installed in 24 separate locations.
Amount (1) Railing System	\$455.00	\$874.00	\$1,105.00
Amount (24) Railing Systems	\$10,920.00	\$20,976.00	\$26,520.00
Delivery	45 Days	66 Days	45 Days
Meet Specs	YES	Not Specified	YES
Notes:		Will field verify lengths & slopes before fabrication	

To: Gary Edwards
From: Bill Beck
Date: April 13, 2015
Subject: Street Department Cooperative Procurement Program Purchase
of Sweeper and Gutter Broom Attachment for the Bob Cat

I am requesting approval to purchase a 72" Bob Cat sweeper and gutter broom attachment through the MODOT cooperative procurement program as specified in the City of Sedalia Purchasing Policy. We have budgeted \$5,000.00 for the purchase of attachment.

Forklifts of Central Missouri out of Jefferson City, MO bid the MODOT contract for this piece of equipment. The price of the attachment is \$4,089.90.

I recommend we purchase the sweeper and gutter broom attachment from Forklifts of Central Missouri as it meets all of our specifications.

A handwritten signature in black ink, appearing to be "Bill Beck", written in a cursive style. The signature is located below the text of the recommendation.

To: Mr. Bill Beck
From: Jeff McKinney
Date: April 3, 2015
Subject: 72" Bob Cat Sweeper and Gutter Broom Attachment

This bid request is for the above subject. I am requesting that we purchase these items from the following company;

Forklifts of Central MO 4502 Hwy. 50 Jefferson City, MO 65101

I would like to utilize the Cooperative Procurement Program per the city's purchasing policy.

Cooperative Procurement Program states;

Department heads are encouraged to use cooperative purchasing programs sponsored by the State of Missouri. Cooperative purchasing can prove advantageous to the City by taking advantage of the large quantity purchases made by State Government. Purchases made through these programs have met the requirements of competitive bidding and require the approval of the Department Head and City Administrator. Department heads are encouraged to check with the State regarding cooperative procurement contracts in effect prior to making any large purchase.

Bob Cat has a current contract with MODOT for the above Equipment, and Forklifts of Central MO is an authorized Bob Cat dealer. The Missouri State Bid Contract number is: 3-130326RW

We are requesting this equipment and vender for the following reasons;

- Compatibility with our current Skid Steers, which are all Bob Cat brand. No available local supplier offers unit that is compatible with Bob Cat brand.
- Stated vendor offers excellent warranty and customer service
- By utilizing the Missouri State Bid contract, the City of Sedalia will realize a 30% savings off of list pricing.

While we always strive to purchase local whenever possible, sometimes equipment is just not available locally. This is one of those times. All of our skid steers are Bob Cat brand which were purchased in the past based upon lowest submitted bids.

Capital Appropriated \$5,000.00

Missouri State Bid Contract price \$4,089.90

If we need additional information, please let me know.

Jeff

To: Gary Edwards
From: Bill Beck
Date: April 14, 2015
Subject: Wilson & Company 50 Highway/Curry Drive Traffic Analysis
Proposal

I would recommend that Council approve the proposal from Wilson & Company in the amount of \$7,200.00. This proposal is to prepare a traffic analysis for the intersection of 50 Highway & Curry Drive.

There is much development in this area and a traffic analysis is necessary to prepare for any future improvements that might be needed at this intersection.

Thank you.

A handwritten signature in black ink, appearing to be "Bill Beck", written in a cursive style. The signature is located below the "Thank you." text.

WILSON & COMPANY

800 East 101st Terrace, Suite 200
Kansas City, MO 64131
816-701-3100 phone
816-942-3013 fax

Alaska
Arizona
California
Colorado
Illinois
Kansas
Louisiana
Minnesota
Missouri
Nebraska
New Mexico
Oklahoma
Texas
Utah

April 7, 2015

Ms. Devin Lake
Public Works Project Manager
City of Sedalia
200 South Osage Avenue
Sedalia, MO 65301

Re: Cost Proposal for 50 Highway/Curry Drive Traffic Analysis

Dear Ms. Lake:

Based on the observation that the Curry Street/Main Street/Route 50 intersection is already experiencing congestion and additional nearby development is planned, the City of Sedalia has requested this proposal to review existing and projected traffic conditions. The following scope of services outlines the process and work required to assess the operations and safety of the intersections in the area.

Scope of Work

Task 1: Data Collection

- A. Obtain from the City the following two traffic impact studies:
 - a. Menards – US Highway 50/West Main Street/Oak Grove Lane, April 2008
 - b. US Highway 50/West Main Street/Oak Grove Lane, October 2012

Traffic data from these studies will be used as the base information for the West Side Traffic Analysis.

- B. Obtain from the City proposed site plans for the properties noted in below. The site plans will include planned access to the properties and the proposed building area.
 - a. Steak 'N Shake (already opened)
 - b. Kohl's
 - c. Hobby Lobby
 - d. The property north of West Main Street between Oak Grove Lane and the trailer park

Task 2: Analysis

- A. Based on information contained in ITE's *Trip Generation Manual, 9th Edition*, AM and PM peak hour traffic generated by proposed development will be calculated for the following properties:
 - a. Steak 'N Shake (already opened)
 - b. Kohl's
 - c. Hobby Lobby
 - d. The property north of West Main Street between Oak Grove Lane and the trailer park

- B. Based on current traffic trends the traffic generated will be assigned to the existing roadway network.
- C. Using Synchro and/or HiCAP traffic analysis software, conduct capacity analyses at the following study intersections for both Existing and Build conditions during both the AM and PM peak hours:
 - a. West Main Street/Oak Grove Lane
 - b. US Highway 50/West Main Street/Oak Grove Lane
 - c. Leroy Vandyke Avenue/Curry Lane
- D. Propose roadway improvements needed to achieve acceptable levels of service to accommodate Build conditions

Task 3: Report

- A. An electronic copy of the written report with figures that support the evaluation and findings will be developed and provided to the City administration. The report will include an observations on the following:
 - a. Level of service analysis
 - b. Summary of proposed roadway improvements

Proposed Costs

Wilson & Company will complete the proposed task as defined by the scope of services presented above for the not to exceed amount of **\$ 7,200.00**. All work will be billed on a time and materials basis utilizing the hourly rates pre-authorized in the On-Call Professional Services agreement dated August 4, 2014 (Ordinance No. 10201). The proposed work will be completed as a supplemental task order, but in accordance with the Terms and Conditions in effect for the contract.

Schedule

Our approach will be to perform this traffic analysis concurrently with the 10th & Winchester TEAP study to increase efficiency, therefore the deadline to complete both studies will be June 30, 2015 as required by MoDOT.

We appreciate the opportunity to assist you with this project. Should you have any questions, please do not hesitate to contact us.

Sincerely,
WILSON & COMPANY

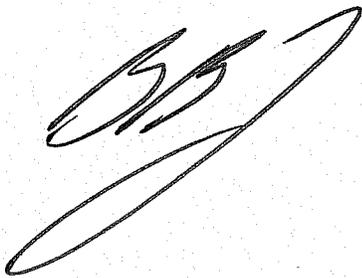


Justin Klautd, PE
Operations Manager

To: Gary Edwards
From: Bill Beck
Date: April 15, 2015
Subject: Wilson & Company Stormwater Report and Site Grading
Proposal for 2420 South New York Avenue.

I would recommend that Council approve the proposal from Wilson & Company in the amount (not to exceed) \$25,000.00. This proposal is to prepare the storm water report and the site grading plan for 2420 South New York Avenue. This is the site of the new animal shelter and the equalization overflow basin.

Thank you.

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

WILSON & COMPANY

800 East 101st Terrace, Suite 200
Kansas City, MO 64131
816-701-3100 phone
816-942-3013 fax

Alaska
Arizona
California
Colorado
Illinois
Kansas
Louisiana
Minnesota
Missouri
Nebraska
New Mexico
Oklahoma
Texas
Utah

April 14 2015

Mr. William Beck
Public Works Director
City of Sedalia
200 South Osage Avenue
Sedalia, MO 65301

Re: Cost Proposal for 2420 South New York Stormwater Report and Site Grading

Dear Mr. Beck:

In accordance with our previous discussions, Wilson & Company is pleased to submit this proposal to the City of Sedalia for professional design services required to complete the site grading for the new animal shelter and regional detention located at 2420 South New York Avenue. Our scope and understanding of the project is as follows:

Scope of Work

Task 1: Field Survey and Data Collection

- A. Perform topographic field survey of the animal shelter site including property corners, surface elevations, adjacent streets (New York Avenue), trees, existing utilities, and other existing features necessary to prepare a proposed grading plan. A boundary survey of the property will not be performed. Property surveys required beyond a property corner search will be negotiated as an additional service.
- B. Perform a topographic field survey at the proposed detention pond location (adjacent to 24th Street, west of the creek) including surface elevations, adjacent streets (New York Avenue), creek flowlines, trees, existing utilities, and other existing features necessary to prepare a proposed grading plan.
- C. Prepare a CADD drawing of the property lines, right-of-way, existing utilities, existing topographic features, and spot elevations that will be used to supplement the City GIS/Lidar data. This drawing will be used as the basemap for the design and plan preparation.

Task 2: Stormwater Report

- A. Prepare a stormwater report in accordance with the City of Sedalia's adopted standards that will identify the detention and water quality elements that will be required for full development of the City owned property at 2420 South New York Avenue.

Task 3: Plan Preparation

A. Animal Shelter

- a. Prepare a grading plan for the animal shelter site that will establish the final elevations of the site, including the finished floor elevation of the proposed building, parking lot grades, drainage swales, etc.
- b. Develop a site layout plan that will identify parking lot geometrics, access drives, site utilities, drainage features, etc.

B. Detention Pond

- a. Develop a grading plan for the site detention pond that will be located on the north side of the property, adjacent to 24th Street and west of the creek. The volume of the detention pond and size of the outlet structure(s) will be based on the stormwater report.

Proposed Costs

Wilson & Company will complete the proposed task as defined by the scope of services presented above for the not to exceed amount of **\$ 25,000.00**. All work will be billed on a time and materials basis utilizing the hourly rates pre-authorized in the On-Call Professional Services agreement dated August 4, 2014 (Ordinance No. 10201). The proposed work will be completed as a supplemental task order, but in accordance with the Terms and Conditions in effect for the contract.

Schedule

Wilson & Company will complete the above work within five (5) weeks from the notice to proceed.

We appreciate the opportunity to assist you with this project. Should you have any questions, please do not hesitate to contact us.

Sincerely,
WILSON & COMPANY



Justin Klaudt, PE
Operations Manager

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING EXHIBIT T TO THE MASTER AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SEDALIA, MISSOURI AND OLSSON ASSOCIATES FOR ENGINEERING SERVICES.

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

WHEREAS, the City of Sedalia, Missouri approved a Master Agreement for Professional Services between the City of Sedalia and Olsson Associates on June 15, 2009 for services rendered; and

WHEREAS, under the attached agreement labeled Exhibit T, Olsson Associates shall provide services associated with research, development of options, meetings with stakeholders, and the development of a report presenting options for Sedalia and other stakeholders in Pettis County for the establishment of a regional wastewater system and surveying and platting services for EQ-2 Site; and

WHEREAS, the EQ-2 project is within the scope of the Consent Order but both the EQ-2 and the wastewater regionalization project were contemplated and covered with the scope of the \$30 million COPS fund; and

WHEREAS, and as consideration therefore, the City of Sedalia, Missouri, shall pay Olsson Associates as follows for said services:

- **Wastewater Regionalization Services - \$16,500.00**
- **Surveying and platting for EQ-2 Site - \$19,500.00**

Total compensation shall not exceed Thirty-six Thousand Dollars (\$36,000.00). All terms are as more fully described in the proposed agreement 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 agreement by and between the City of Sedalia, Missouri and Olsson Associates 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 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 or 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 in the City Clerk's Office prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 20th day of April 2015.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of April 2015.

Stephen J. Galliher, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

To: Gary Edwards
From: Bill Beck
Date: April 14, 2015
Subject: Olsson Associates Exhibit T

I would like to recommend the Council approve Exhibit T from Olsson Associates. This exhibit is for \$36,000.00 and will be paid out of the \$30 million COPS fund.

This exhibit covers two items. The first is for research and development of options to establish a regional wastewater system. This is not part of the Consent Order but is an extension of the overall sewer improvement project.

The second is for survey services for the new EQ-2 site. This is part of the scope of the Consent Order.

Thank you.

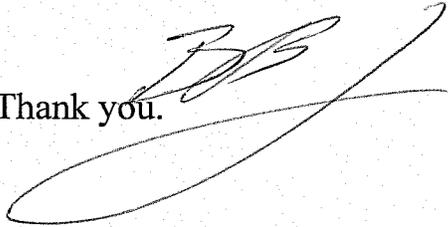
A handwritten signature in black ink, appearing to be 'BB', with a large, sweeping flourish underneath that extends to the left and then curves back to the right.

EXHIBIT "T" to GENERAL PROVISIONS ATTACHED TO
MASTER AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND OLSSON, DATED JUNE 10, 2009

DESCRIPTION OF BASIC PROFESSIONAL SERVICES AND RELATED MATTERS

This is an exhibit attached to and made a part of the General Provisions attached to the Master Agreement for Professional Services dated June 10, 2009 between City of Sedalia, Missouri ("Client") and Olsson Associates ("Olsson") providing for professional services. The Basic Services of Olsson are as indicated below.

GENERAL

Olsson shall perform for Client professional services in all phases of the Projects to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto.

PART I: SCOPE OF SERVICES

Wastewater Regionalization Services

This scope of services includes research, development of options, meetings with stakeholders, and the development of a report presenting options for Sedalia and other stakeholders in Pettis County for the establishment of regional wastewater system. Specific services will include:

- Research legally available methods for creation and operation of a regional wastewater system under Missouri law to serve existing incorporated municipalities and unincorporated developed areas of Pettis County
- Draft summary of options including relevant criteria for evaluation of options and examples of each option in use in other communities. Distribute to Working Group for review. Working Group consists of Mayor, City Administrator, Director of Public Works, representatives of Olsson Associates, and Chris Williams of Williams & Campo
- Assist with the development of Stakeholders Group
- Meet with City officials (Mayor and City Council members as determined by Mayor) and provide general overview of options
- Meet with Pettis County Mayors Group and other Stakeholders to provide general overview of options
- Create draft matrix with all options and evaluation criteria
- Meet with Working Group to analyze options and complete matrix using evaluation criteria
- Finalize options report with matrix and distribute to Working Group
- Meet with Working Group to discuss presentation to Mayor and City Council
- Present options report with matrix to Mayor and City Council, the Pettis County Mayors Group, and the larger Stakeholders Group
- Obtain direction regarding the next phase of project and assuming an option is selected, develop outline of approach and strategy for implementation of preferred option

Surveying and Platting Services for EQ-2

This scope of services includes the following survey related services for the new EQ-2 site:

- Topographic survey of EQ-2 site
- Utility locates based on visual site inspection
- Utility locates based on Missouri One-Call Locate Request
- Measurements of storm sewer and sanitary sewer inverts
- Utility structures
- Establishment of ROW/Deed lines
- Platting services

PART II: COMPENSATION

For the services described in this Exhibit, the Client agrees to pay Olsson the following lump sum amounts:

- Wastewater Regionalization Services \$ 16,500.00
- Surveying and Platting Services for EQ-2 Site \$ 19,500.00

PART III: SCHEDULE

Anticipated Start Date: April 10, 2015

Completion Dates:

- Wastewater Regionalization Services December 1, 2015
- Surveying and Platting Services for EQ-2 Site September 1, 2015

OLSSON ASSOCIATES

By: Michael J. Lally, P.E.
Michael J. Lally, P.E.

By: Brad Strittmatter
Brad Strittmatter

If you accept this Exhibit "T", please sign below:

CITY OF SEDALIA, MISSOURI

By: _____

Title: _____

Dated: _____

If different from above,

Client's Designated Project Representative

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT FOR STAFFING SERVICES BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI D/B/A CROWN HILL CEMETERY AND IMKO WORKFORCE SOLUTIONS.

WHEREAS, the City of Sedalia, Missouri d/b/a Crown Hill Cemetery has received an agreement for staffing services from IMKO Workforce Solutions; and

WHEREAS, under the agreement, IMKO Workforce Solutions will provide part-time personnel services to the City of Sedalia, Missouri, d/b/a Crown Hill Cemetery as more fully described in the proposed agreement 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 agreement for staffing services by and between the City of Sedalia, Missouri d/b/a Crown Hill Cemetery and IMKO Workforce Solutions 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 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 or 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 20th day of April, 2015.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of April, 2015.

Stephen J. Galliher, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk



Workforce Solutions

AGREEMENT FOR STAFFING SERVICES

THIS AGREEMENT, entered into this 29th day of March, 2015 between and IMKO Workforce Solutions whose corporate office is located in St Joseph, MO. (hereinafter referred to as IMKO) and City of Sedalia (hereinafter referred to as Client).

WHEREAS, IMKO has the experience of employing individuals who render pre-employment, part-time, seasonal, or temporary personnel services to, for and/or under the direction of the Client and IMKO Workforce Solutions.

WHEREAS, the Client does from time to time need pre-employment, part-time, seasonal and/or temporary personnel services and does hereby engage IMKO Workforce Solutions in this capacity.

NOW THEREFORE, the parties do hereby agree as follows:

Agreed Bill Rate of 1.28%

Employees will have been interviewed, background check conducted and drug screen completed. IMKO will take care of employee payroll, employment taxes, and cover employees under IMKO's Workers Compensation insurance.

IMKO OBLIGATIONS

- A. IMKO shall seek the best-qualified people to meet the needs of the Client and make same available to the Client at the agreed rate schedule.
- B. IMKO will provide worker's compensation and liability insurance for all personnel provided by IMKO and will provide a certificate of insurance to the Client annually, upon request.
- C. IMKO also accepts exclusive liability for any wages, payroll taxes or contributions imposed by state or federal law, including the Federal Social Security Act, for all personnel provided thereunder.

CLIENT OBLIGATIONS

- A. IMKO personnel will be guaranteed a minimum of (4) four hours of pay for any day that they are scheduled, except:
- B.
 - a. In the event that the IMKO employee is discharged from the assignment for cause. (For purposes of this Agreement, the following is deemed sufficient to discharge an employee "for cause": failure to discharge duties/responsibilities, insubordination, negligence, gross negligence or wilful misconduct and failure to follow client safety or drug/alcohol testing.)
 - b. The job cannot be performed due to circumstances beyond the Client's control. (Client must notify IMKO)
- C. Client will use IMKO employees only in the capacity for which the employee was requested.
- D. Client will provide IMKO employees with the same safe work site, as well as the same or comparable safety training and safety equipment as client's employees that client provides to its employees. Client will provide the same warning to IMKO employees of dangerous or unsafe conditions, including, but not limited to, the possibility of exposure to hazardous materials. Client is subject to OSHA requirements.
- E. As required Client will instruct IMKO employees regarding safety rules and procedures; provide "Lock-out/Tag-out" and other operational training to all IMKO employees operating machinery or hand tools.
- F. Client shall defend, indemnify and hold harmless IMKO from any and all fines, penalties and assessments, including attorney's fees incurred by IMKO, as a result of any actual violation of federal, state or local law, rule of law, regulation or ordinances, by Client, which relate to client's duties in this agreement, with respect to premises owned and controlled by Client and to which IMKO employees are assigned.

- G. Client recognizes IMKO employer/employee relationship with its personnel and agrees to discuss all matters concerning their employment, job assignment, pay procedures, etc. only with IMKO.
- H. Concurrently with the execution of this Agreement, Client shall execute the Credit Application attached hereto as Exhibit A.

MISCELLANEOUS

- A. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. In the event that a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments required herein, the other party may terminate this Agreement immediately.
- B. Client may have the option of hiring IMKO employees who have completed a continuous work assignment of **520** hours.
- C. In the event the Client should hire an employee of IMKO before the employee has completed the above 520 hours, then the Client shall pay hiring penalty to IMKO, which sum shall be due and payable immediately. The amount of liquidated damages will be determined by the remainder of the hours not worked to **520** hours multiplied by the bill rate, less employee wages.
- D. The Client agrees to pay overtime as follows:
Any time over forty (40) hours per work week will be billed at 50% Markup over the time and a half pay rate.
- E. The client agrees to pay invoices within **10** days of the date of invoice. Any invoices not paid within these terms will be assessed a 1.5% finance charge per month. Invoices will be sent via email and ACH payment option is available.
- F. If Client fails to keep account current as provided above, IMKO may choose to exercise its right to cancel this Agreement. If such notice is given Client by IMKO Client has twenty-four (24) hours to bring account to current status before IMKO employees are withdrawn from Client's job site. IMKO's failure to cancel this agreement for late payment on any occasion shall not constitute IMKO waiver of its rights under this paragraph. Any attorney fees to collect this debt will be paid by the Client.
- G. In the event of cancellation of this agreement by Client or IMKO Client may utilize personnel supplied by IMKO only pursuant to the provisions of Paragraph C of this Section. Any use of personnel within six (6) months of the date of cancellation of this agreement shall be construed as an election to hire such personnel, whether or not such personnel are made employees of Client or are referred to your job site by another staffing service. Should Client so utilize IMKO personnel, IMKO shall not be responsible for any pay, withholding and insurance requirements that might be incurred by Client's use of IMKO personnel, but such pay, withholding and insurance shall be the sole responsibility of Client.
- H. In the event that there are any increases in Worker's Compensation rates, federal or state unemployment or employer matched Social Security rates during the tenure of this Agreement, those increases would be reflected in rates charged to the client upon the effective date of such increases. Client will given 30 days notice before any increase in rates.
- I. Concurrently with the execution of this Agreement, the parties shall execute the Safety & Health Partnership Agreement attached hereto as Exhibit B, and the Credit Terms Agreement attached hereto as Exhibit C.
- J. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions or proceedings that may be brought by or that may involve IMKO employees.
- K. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect.
- L. This Agreement may not be assigned by Client or IMKO, without the express written consent of the other party.
- M. This Agreement constitutes the entire agreement between the parties relative to the subject matter herein and supersedes and replaces any and all prior or contemporaneous agreements, written or oral, between the parties.
- N. In the event that Client fails to remit to IMKO any payment owed to IMKO under the terms of this agreement or is in any way in default of this agreement by non payment of monies owed to IMKO, Client shall be responsible for any and all court costs and attorney's fees associated with the collection of such payment owed to IMKO.

Authorized Signature for IMKO Workforce Solutions

Authorized Signature for Client

Date



2015 SAFETY & HEALTH PARTNERSHIP AGREEMENT

OSHA TEMPORARY WORKER INITIATIVE (TWI)

In an attempt to provide you with qualified employees at a competitive rate and the best possible service we want to have a mutual understanding of our safety and health practices, philosophies, and on-the-job injury reporting procedures. We also would like you to be aware of the OSHA Temporary Worker Initiative, which outlines best practices for the staffing agency and host employer as they pertain to the OSHA Act. We need your assistance and cooperation to help maintain a safe, healthy and productive work environment for all employees at your facility.

Below is an excerpt from the OSHA Temporary Worker Initiative:

The staffing agency (IMKO Workforce Solutions) and the host employer () must work together to ensure that the Occupational Safety and Health Act of 1970 (the OSH Act) requirements are fully met. The joint employment structure requires effective communication and a common understanding of the division of responsibility for safety and health. Whether temporary or permanent, all workers always have a right to a safe and healthy workplace.

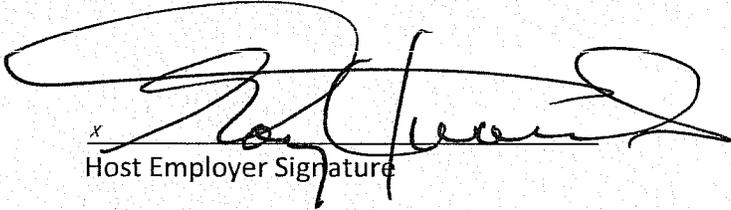
Outlined below is the basic division of responsibility and recommendations based on our safety & health program and the OSHA Temporary Worker Initiative. These recommendations were put together to help maintain a safe work environment, meet regulatory requirements, minimize potential OSHA violations that can lead to a citation for the staffing agency and/or host employer, and contain workers' compensation costs associated with a work-related injury.

As noted in the OSHA Temporary Worker Initiative, no party can discharge or contract away their responsibilities concerning OSHA safety and health requirements as outlined under the OSH act. By both parties mutual understanding one another's roles and responsibilities we can provide a safe productive work environment for all employees.

Our ongoing goal while working with our host employers is the continuous improvement of safety and health practice resulting in fewer injuries and a more successful safety program. These areas of agreement are intended to ensure a safe and productive partnership and reduce your liability to a minimum.

We appreciate your business and look forward to a long and mutually profitable association with your company.

Staffing Agency Signature


Host Employer Signature

Date:

Client Company Name

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A ONE HOUR PARKING RESTRICTION BETWEEN THE HOURS OF 9:00 A.M. AND 6:00 P.M. ON THE NORTH SIDE OF WEST 16TH STREET BETWEEN SOUTH GRAND AVENUE AND SOUTH PROSPECT AVENUE IN THE CITY OF SEDALIA, MISSOURI.

WHEREAS, the Citizen's Traffic Advisory Commission received a citizen request to establish a one hour parking restriction between 9:00 a.m. and 6:00 p.m. on the north side of West 16th Street between South Grand Avenue and South Prospect Avenue; and

WHEREAS, the Citizen's Traffic Advisory Commission approved the request at its March 11, 2015 meeting by a 5 – Yes 0 – No vote and hereby recommends that the Council also approve the request to establish the one hour parking restriction.

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 the establishment of the one hour parking restriction between the hours of 9:00 a.m. and 6:00 p.m. on the north side of West 16th Street between South Grand Avenue and South Prospect Avenue.

Section 2. The City's Street Department is authorized to place any signs denoting the above listed parking restriction and the City Clerk is ordered to place this traffic restriction in the City's Master Schedule of Traffic Restrictions.

Section 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 20th day of April 2015.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of April 2015.

Stephen J. Galliher, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

TRAFFIC ADVISORY COMMISSION REQUEST / SUGGESTION SUBMISSION FORM

Date Submitted: 2 / 25 / 2015

Submitter=s Name: Abdul Rivas, Mexican Grocery

Submitter=s Address: 812 W. 16th Street

 Sedalia, MO 65301

Submitter=s Phones: 660-826-1189

Request / Suggestion: One hour parking restriction between 9 a.m. and 6 p.m. on the north side of W. 16th Street between S. Grand Avenue and S. Prospect Avenue.

Reason needed / benefit anticipated: Recently a parking restriction was removed from this location and now people are parking in front of his business for long periods of time leaving no place for his customers to park.

TRAFFIC ADVISORY COMMISSION REVIEW

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

 11th day, March , 2015 by a vote of 5 to 0 .

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

Attested to by Commission Chairman

 Deals Riquel , 3, 11, 15

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SEDALIA, MISSOURI AND WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS FOR ENGINEERING SERVICES RELATED TO CORRECTIVE MEASURES EVALUATION AND FIELD SUPPORT SERVICES OF FUTURE LEACHATE SEEPS AT THE CITY OF SEDALIA SANITARY LANDFILL.

WHEREAS, the City of Sedalia, Missouri has received a proposal from Wilson & Company, Inc., Engineers & Architects; and

WHEREAS, under the attached agreement, Wilson & Company, Inc., Engineers & Architects, shall provide services as described below relating to corrective measures evaluation and field support services of future leachate seeps at the City of Sedalia Sanitary Landfill:

- **Elevation Survey**
- **Site Inspection**
- **Project Management/MDNR**
- **Project Expenses (Travel)**
- **SCS Engineers**

WHEREAS, and as consideration therefore, the City of Sedalia, Missouri, shall pay Wilson & Company, Inc., Engineers & Architects, lump sum amounts as follows for the above tasks:

- Elevation Survey - \$3,500.00
- Site Inspection - \$1,309.00
- Project Management/MDNR - \$2,992.00
- Project Expenses (Travel) - \$449.00
- SCS Engineers - \$7,600.00

For a total lump sum amount of Fifteen Thousand Eight Hundred Fifty Dollars (\$15,850.00). All terms as more fully described in the proposed agreement 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 agreement by and between the City of Sedalia, Missouri and Wilson & Company, Inc., Engineers & 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 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 or 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 in the City Clerk's Office prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 20th day of April 2015.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of April 2015.

Stephen J. Galliher, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

To: Gary Edwards
From: Bill Beck
Date: April 14, 2015
Subject: Wilson & Company Leachate Leak Corrective Measures
Evaluation Proposal

I would recommend that Council approve the proposal from Wilson & Company in the amount of \$15,850.00. This proposal is continue with the corrective measures needed fix the leachate leak at the closed City of Sedalia landfill.

Missouri Department of Natural Resources found the leachate leak during an annual inspection. Correction is necessary to keep the City of Sedalia from being fined by the Missouri Department of Natural Resources.

Thank you.

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

WILSON & COMPANY

800 East 101st Terrace, Suite 200
Kansas City, MO 64131
816-701-3100 phone
816-942-3013 fax

Alaska
Arizona
California
Colorado
Illinois
Kansas
Louisiana
Minnesota
Missouri
Nebraska
New Mexico
Oklahoma
Texas
Utah

April 3, 2015

Mr. William Beck
Public Works Director
City of Sedalia
200 South Osage Avenue
Sedalia, MO 65301

**RE: City of Sedalia Sanitary Landfill, Permit #115901
Cost Proposal for Corrective Measures Evaluation & Field Support Services**

Dear Mr. Beck:

Per your request, Wilson & Company, Inc. Engineers and Architects (Wilson & Company) is pleased to submit this proposal to the City of Sedalia (City) to provide continued corrective measures evaluation for future engineering design to address leachate seeps at the former City Landfill. Previous work performed included an initial site evaluation and development of the *Sedalia Landfill Evaluation Report* prepared by Blackstone Environmental, dated January 29, 2015. This document identified an initial corrective action approach to mitigate current leachate seeps. In part, the recommended approach requested that an elevation topographic survey of the landfill cap be conducted and that a source for imported fill material (borrow material) be identified. To provide the City initial guidance outlining potential costs to mitigate the seeps, Wilson & Company prepared an *Engineers Opinion of Probable Project Costs*, dated February 5, 2015. This opinion was prepared using the Blackstone recommendation.

The next step for this project was to prepare a cost estimate for the elevation survey and geotechnical testing/evaluation of borrow material. In addition, we requested that Blackstone provide a cost estimate for proceeding with corrective measure design. It is our professional opinion that the costs provided by Blackstone were excessive and that obtaining an estimate from a second landfill consulting firm would be in the best interests of the City. This second estimate was obtained from SCS Engineers (SCS) of Kansas City, Missouri (attached). Wilson & Company met with SCS to discuss the findings of work completed to date and to encourage an initial technical discussion. A significant finding of this discussion was the importance of conducting a site inspection during the spring to assess the impact of increased precipitation for seep occurrence. This seasonal data would be evaluated with the winter inspection findings of Blackstone (season of low precipitation) to evaluate whether groundwater is present within the trash cell thereby increasing the volume of the seeps. Findings from this inquiry would have significant relevance to the feasibility of corrective measure options that could be applied. As you are aware, these technical factors were discussed between us on March 27, 2015; the work presented below is considered appropriate to further the objective for selecting the final corrective action approach:

- Review existing site inspection and corrective measures feasibility information. This task will be completed by SCS personnel. Estimated cost is \$ 1,000.
- Conduct a site inspection within two days following a notable precipitation event to inspect seasonal seep occurrence and groundwater at the creek in relation to the seep locations. This task includes inspection by SCS personnel. Estimated cost is \$ 1,200.

- Evaluate existing winter site inspection data and proposed spring data as part of a corrective action evaluation that will identify feasible mitigation alternatives. This task will be completed by SCS personnel. Estimated cost is \$ 2,400. A corrective measures document will be prepared if requested by the City; no fee is included at this time. If requested, the cost to prepare this document is also estimated at \$ 2,400.
- Soil samples will be collected from a City-identified source of borrow material. This task includes completion of standard proctor testing, development of acceptable moisture limits curve and geotechnical evaluation and sign-off. This information will be included as part of subsequent corrective measures bid documents. The testing and geotechnical evaluation will be completed by SCS personnel. Soil samples will be collected by Wilson & Company during the pending spring site inspection or at a later date by City personnel. Estimated cost is \$ 1,400.
- It is expected that a technical meeting with the Missouri Department of Natural Resources (MDNR) will be required to obtain conceptual buy-in as to the extent and type of corrective measure proposed for the site. An estimated fee of \$ 1,600 is for SCS personnel to attend the meeting. The estimated cost does not include development of a Corrective Measures Work Plan that may be required by MDNR; the cost is estimated to range between \$3,500 and \$4,000 and will not be prepared if not specifically required by the state for approval.

Subtotal – SCS Tasks: \$ 7,600.00

- Complete a topographic elevation survey of the existing landfill cap to assess if there are “low areas” that allows surface water to pond and infiltrate the cap. This information will be used to assess whether grading/sloping of the cap would be included in the corrective measures to mitigate existing seep conditions. This task will be completed by Wilson & Company at an estimated cost of \$3,750 (labor and travel expenses).
- Our Project Geologist will attend the spring site inspection with SCS and evaluate hydrogeologic and geologic conditions. Soil sampling for potential borrow soil sources will also be completed during this inspection, if required. A visual inspection of the existing landfill cap- will be performed to augment the elevation surveying effort. This task includes both labor and travel expenses at an estimated cost of \$1,400.
- Provide project management duties supporting the scope of work outlined in this cost estimate. Primary tasks include scheduling and coordination with City and SCS personnel, technical project support for geology/hydrogeology and to provide required email and telephone communication with MDNR and the City. Professional labor time and travel expenses are also included for attending a meeting with MDNR in Jefferson City (if required). This task includes both labor and travel expenses at an estimated cost of \$3,100.

Subtotal – Wilson Tasks: \$ 8,250.00

The following is a summary work-up for the proposed scope of work:

Task Description	Classification	Hours	Rate	Total
Elevation Survey	FS5	35	\$100	\$ 3,500
Site Inspection	SP6	7	\$187	\$ 1,309
Project Management/MDNR	SP6	16	\$187	\$ 2,992
Project Expenses (Travel)	Lump Sum	---	\$449	\$ 449
SCS Engineers				<u>\$ 7,600</u>
TOTAL ESTIMATED FEE:				\$15,850

Also as discussed on March 27, 2015, design of the corrective action measure will follow completion of the proposed scope of work provided herein. Preliminary steps to be completed prior to design will include the spring site inspection, topographic survey, selection of and geotechnical approval of borrow material, corrective action feasibility/selection and communication with and obtaining technical approval from MDNR. At this time, it is not known what remedy may be selected and the level of effort to complete the design plan set and project manual. However, for project planning purposes, subcontracted services are expected to be between \$7,000 to \$8,000 with Wilson & Company developing the project manual, providing bid assistance to the City and overall project management through the bid phase for an approximate cost of \$3,000 to \$4,000. Once the remedy is selected and approved, a detailed cost estimate for these services will be provided.

The cost estimate has been prepared in accordance with the hourly rates pre-authorized in the On-Call Professional Services agreement dated August 4, 2014 (Ordinance No. 10201). The proposed work will be completed as a supplemental task order, but in accordance with the Terms and Conditions in effect for the contract. A copy of the proposal received from SCS Engineers is presented as an attachment.

Wilson & Company will devote its best efforts to perform the work and accomplish the objectives defined within this cost proposal. If the findings of the investigation indicate the need for further or modified study, you will be notified immediately of the conditions of concern with recommendations, as necessary.

We appreciate the opportunity to assist you with this project. Should you have any questions, please do not hesitate to contact us.

Sincerely,
WILSON & COMPANY



Justin Klaudt, PE
Operations Manager

Enclosure: SCS Engineers proposal dated April 2, 2015

SCS ENGINEERS

April 2, 2015
File No. 270123215

Mr. Douglas Dreiling
Wilson & Company, Inc.
800 East 101st Terrace, Suite 200
Kansas City, Missouri 64131

Subject: Proposal for Professional Services
Closed Landfill Leachate Control
City of Sedalia, Missouri

Dear Mr. Dreiling:

SCS Engineers appreciates the opportunity to provide this proposal for environmental engineering services to Wilson & Company, Inc. (Wilson). The proposed services are associated with leachate seeps observed at the City of Sedalia's (City's) closed Sedalia Sanitary Landfill (Site). This proposal is based on our meeting on March 11, 2015; the Blackstone Environmental, Inc., *Sedalia Landfill Evaluation Report* dated January 19, 2015 (Blackstone Report), Missouri Department of Natural Resources (MDNR) letters, and other materials you provided; and on subsequent emails and conversations between yourself and Deborah English.

We understand that Wilson, in the capacity of Engineer for the City, is assisting the City in responding to a MDNR August 8, 2014, Notice of Violation (NOV) regarding leachate seeps observed along Brushy Creek adjacent to the Site. Wilson has requested support from SCS with respect to evaluating and designing possible corrective actions to control the leachate seeps.

SCOPE OF WORK AND COMPENSATION

The scope of work consists of the following five tasks and two additional optional tasks. The estimated maximum number of labor hours and costs associated with each task are stated at the end of each task description.

Task 1: Review Existing Information

This task will include reviewing existing information provided by Wilson. In addition, SCS will obtain publicly available information, such as regional well logs and other resources that provide information regarding regional geologic and other conditions. Following the Site visit, SCS will provide an opinion regarding additional investigation activities required to identify and implement an appropriate corrective action.

Senior Project Director: 5 hours
Cost: \$1,000



Task 2: Attend Site Visit

One SCS senior staff member will accompany Wilson on a site visit to the closed landfill in Sedalia, Missouri, to observe site conditions. It is assumed that Wilson will provide transportation to and from the site.

Senior Project Director: 6 hours
Cost: \$1,200

Task 3: Attend Meeting with MDNR in Jefferson City

One SCS senior staff member will accompany Wilson for a meeting with MDNR in Jefferson City, Missouri. It is assumed that Wilson will provide transportation to and from Jefferson City and that any meeting documents will be prepared by Wilson.

Senior Project Director: 8 hours
Cost: \$1,600

If the meeting is held via a conference call, labor hours will be reduced accordingly.

Task 4: Review Corrective Measures

This task will involve reviewing the feasibility of the previously identified corrective action measures. The alternatives will be reviewed in light of Site observations and additional investigation activities (if performed). SCS will provide a verbal recommendation regarding the suitability of the interim and long-term proposed corrective measures. The task does not include developing and evaluating additional corrective actions.

Senior Project Director: 12 hours
Cost: \$2,400

Task 5: Perform Geotechnical Analysis

This task includes collecting and testing a soil sample from a City-selected soil borrow area for suitability for use in constructing a compacted soil barrier to reduce leachate seeps along Brushy Creek, as proposed under Section 5.1, "Interim Corrective Measures," in the Blackstone Report. The soil sample will be tested for Standard Proctor (ASTM D698), hydrometer and soil classification (ASTM D422 and D2487), and permeability (ASTM 5084). The data will be reviewed and a recommendation regarding use of the soil will be provided. Travel costs to and from Sedalia to collect the sample are included.

Associate Professional: 8 hours
Senior Project Director: 1 hour
Soil tests: \$490
Cost: \$1,400

If the sample is provided to SCS or if it can be collected during the Site visit, costs will be reduced accordingly.

Optional Task 6: Develop Corrective Action

This task will be performed if an additional corrective action is recommended and requires development and evaluation. A written summary of the proposed corrective action will be provided, consistent with those provided in the Blackstone Report.

Senior Project Director: 12 hours
Cost: \$2,400

Optional Task 7: Prepare Construction Drawings

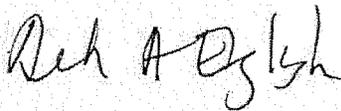
SCS will prepare construction drawings for the corrective action. The cost basis for this optional task is design of the Interim Corrective Measures identified in the Blackstone Report. These include the addition of compacted clay to the west edge of the waste area and grading the surface of the landfill to provide positive drainage off and away from the waste mass. It is assumed that Wilson will provide land surveying services needed to develop a grading plan for the landfill cap and will prepare the associated project plan/bid documents.

Project Engineer: 60
Senior Project Director: 8 hours
Cost: \$7,000

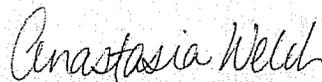
SCS appreciates this opportunity to offer our services. Copies of our standard short form contract and current fee schedule are attached. If you accept our proposal, you may sign and return the contract as the notice to proceed. Furthermore, approval can be given to complete specific tasks as deemed necessary by Wilson by initialing the appropriate tasks in the attached table.

Please contact us if you have any questions or comments regarding the proposal, or if we can be of assistance with any other issues.

Sincerely,



Deborah A. English, P.E.
Vice President
SCS ENGINEERS



for Nathan Hamm, P.E.
Vice President
SCS ENGINEERS

DAE/AJW

SCS is authorized to complete the following tasks:

Task		Proceed (place checkmark)	Initials
Task 1	Review Existing Information		
Task 2	Attend Site Visit		
Task 3	Attend Meeting with MDNR		
Task 4	Review Corrective Measures		
Task 5	Perform Geotechnical Testing		
Task 6	Develop Corrective Action		
Task 7	Prepare Construction Drawings		

SCS ENGINEERS

SCS ENGINEERS

TERMS AND CONDITIONS FOR PROFESSIONAL CONSULTING SERVICES

- 1. SCOPE OF SERVICES:** SCS Engineers will perform the services set forth in the Scope of Service Proposal for this project, of which these terms and conditions are a part. Initiation of services by SCS Engineers will automatically incorporate these terms and conditions into this project. All amendments to the Scope of Service Proposal shall be made in writing, and signed by SCS Engineers and Client.
- 2. PAYMENTS:** SCS Engineers will submit invoices to Client monthly and a final bill upon completion of services. Unless expressly provided and denominated as such in a Scope of Services Proposal, no retainage shall be withheld by Client. Time is of the essence in payment of invoices and timely payment is a material part of the consideration of this Agreement. Payment is due upon presentation of invoice, and is past due thirty 30 days from the date of invoice. Client agrees to pay a finance charge of one and one half percent per month on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by SCS Engineers relating to collection proceedings on overdue accounts. Failure of client to abide by the provisions of this section will be considered grounds for termination by SCS Engineers.
- 3. OWNERSHIP OF DOCUMENTS:** All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, estimates, and all electronic media prepared by SCS Engineers are considered its work product and to be instruments of service. SCS Engineers shall retain all common law, statutory and other reserved rights, including the copyrights on said work product and instruments of service. SCS Engineers shall not be responsible for any use by others of, or conclusions, interpretations, or recommendations generated or made by others, which are based, in whole or in part, on, SCS Engineers generated work product or instruments of service.
- 4. INSURANCE:** SCS Engineers will maintain appropriate workers compensation/employers liability; automobile; general liability; and professional liability insurance coverages. An insurance certificate will be provided upon request.
- 5. INDEMNITY:** To the fullest extent permitted by law, subject to limitations herein, SCS Engineers hereby indemnifies and agrees to hold harmless Client, including Client's officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is caused by SCS Engineers, or its employees by the negligent performance of professional services.

To the fullest extent permitted by law, Client hereby indemnifies, releases, and agrees to hold harmless SCS Engineers including SCS Engineers' officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is: (a) caused by any cause other than the negligent errors or omissions of SCS Engineers, or (b) is based on a claim that SCS Engineers is a generator, disposer, or arranger of hazardous materials or substances at Client's site.

The terms of this Article shall survive the expiration or termination of this Agreement.



6. **STANDARD OF CARE:** SCS Engineers agrees to perform its services in a manner consistent with that level of care and skill ordinarily exercised by other members of its profession currently practicing under similar circumstances, in the same locale, at the time the services are performed and with the information available to SCS Engineers.
7. **LIMITATION OF LIABILITY:** Client agrees that, to the fullest extent permitted by law, SCS Engineers' total aggregate liability per Scope of Services Proposal to Client for injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause(s), shall not exceed the fee in the Scope of Services Proposal which included the services under which the claim arose, or \$250,000, whichever is greater, and Client releases SCS Engineers from any liability above such amount. This release applies to any loss and all damages, injuries, claims, and expenses (including attorney's fees and expert witness fees and expenses), regardless of the cause, whether, but not limited to, strict liability, statutory liability, the negligence, errors or omissions of SCS Engineers, breach of contract, breach of warranty, negligent misrepresentation, or other contract or tort claims, and whether, but not limited to, special, indirect, or consequential or punitive damages. SCS Engineers shall not be responsible for damages or costs resulting from hidden conditions or latent defects in design, materials, or construction of existing facilities. Unless expressly provided and denominated as such on a Scope of Services Proposal, there shall be no liquidated damages.
8. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** SCS Engineers and Client agree that neither shall be liable to the other, or anyone claiming on their behalf, for any special, indirect or consequential damages of any type, whether arising in tort (including negligence), contract, warranty (express or implied), strict liability, statutory liability or any other cause of action, including but not limited to loss of profit, loss of use, loss of business, reputation or financing.
9. **SAFETY:** SCS Engineers is not responsible and shall not be liable for injuries or damages incurred by third parties who are not employees, contractors, agents, or temporary workers of SCS Engineers. It is agreed that SCS Engineers is not responsible for job or site safety on this project, unless specifically agreed to in writing. Job site safety in, on or about the site is the sole and exclusive responsibility of the contractor.
10. **THIRD PARTY RELIANCE:** All documents produced by SCS Engineers are solely for use by client for the purpose stated in the Scope of Service Proposal, which includes submission of documentation to the Kansas Department of Health and Environment in connection with the closure certification.
11. **UTILITIES AND SUBTERRANEAN STRUCTURES:** SCS Engineers will take reasonable precautions to avoid causing damage to utilities and subterranean structures. SCS Engineers is not responsible for any loss, damage or injury arising from damage to, or contact with, any utilities or subterranean structures that were not properly called to SCS Engineers' attention, were not properly located on drawings, or was caused by the providing of inaccurate or incomplete information regarding their location.
12. **CHANGED CONDITIONS:** If, during the performance of this Agreement, unexpected conditions or circumstances are discovered, SCS Engineers will notify Client and the parties will renegotiate the previously agreed upon Scope of Services Proposal. SCS Engineers and Client will promptly and in good faith enter into a renegotiation process. If renegotiated terms cannot be agreed to within sixty (60) days, SCS Engineers will have the right to terminate this Scope of Service Proposal without penalty.

13. DISPUTE RESOLUTION: In the event of any dispute between the parties arising out of or in connection with this Agreement or the services or work contemplated herein, the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the principals of each party. If the parties are unable to resolve the dispute through negotiation within forty-five (45) days, then either party may give written notice that it elects to proceed with non-binding mediation pursuant to the Commercial Mediation Rules of the American Arbitration Association then in effect. In the event that mediation is not invoked by the parties within fifty-five (55) days or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a statute of limitations may expire.

The fees of the mediator and any filing fees shall be shared equally by the parties.

14. TESTING AND OBSERVATION SERVICES: If SCS Engineers is hired by Client to provide a site representative for the purpose of testing or observing specific portions of the work, this work will not include supervision or direction of the actual work of any contractors, their employees or agents. SCS Engineers will observe only the portion of the work we have been hired for and perform tests on, the results being delivered to Client or others if directed by Client. Client understands that even with very careful field testing and observation, field testing and observation is conducted to reduce, not eliminate, the risk of problems arising, and that providing these services does not create a warranty or guarantee of any type by SCS Engineers.

15. SOIL BORING AND TEST LOCATIONS: The accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. SCS Engineers can provide a professional surveyor if greater accuracy is required or desired. SCS Engineers reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked in writing.

16. ON SITE SERVICES: Project site visits by SCS Engineers, or the furnishing of employees to work on the project, will not make SCS Engineers responsible for construction means, methods, techniques or procedures; or for any construction contractor's failure to perform its work in accordance with the drawings and specifications.

17. TERMINATION: TAMKO may terminate this Agreement or an executed Scope of Services Proposal, or both, with or without cause, by providing seven (7) days written notice. SCS Engineers shall be paid for all services performed and all expenses incurred prior to the effective date of the Notice of Termination, and for all additional services or expenses authorized by Client thereafter. Following termination, Client shall not utilize any consultant or subcontractor of SCS Engineers for any services related to Client's project without the prior written consent of SCS Engineers.

18. CONFIDENTIALITY: SCS Engineers will keep confidential documents, reports and information generated for Client on this project and will not release or disclose said information without Client's consent, except to the extent required by court order, subpoena, governmental directive, or by law. The confidentiality obligations hereunder are set out in more detail in the June 16, 2014 Non-Disclosure Agreement between SCS Engineers and Client, which is attached hereto and made a part of this Agreement.

19. SEVERABILITY: If any provision contained in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.

20. GENERAL RESPONSIBILITIES OF CLIENT: Client will, within a reasonable period of time, so as not to delay the services of SCS Engineers: place at SCS Engineers' disposal all available information pertinent to the project; SCS Engineers may rely on the information provided as being accurate without independent verification; client will provide prompt written notice to SCS Engineers whenever Client observes or otherwise becomes aware of any defect in SCS Engineers' services; and Client will arrange for access to public and private property as required for SCS Engineers to provide its services.

21. GOVERNING LAW: Unless otherwise provided, the substantive law of the state of Kansas will govern the validity of this Agreement, its interpretation and performance and remedies for contract breach or any other claims related to this Agreement.

COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT

During the performance of this Agreement, Client acknowledges the applicability of the Federal Immigration Reform Control Act of 1986 ("IRCA"). Client agrees to comply with the law in performing under this Agreement.

22. ENTIRE AGREEMENT—PRECEDENCE: These Terms and Conditions and SCS Engineers Scope of Service Proposal contain the entire agreement between SCS Engineers and Client. All previous or contemporaneous agreements, representations, promises and conditions relating to SCS Engineers services are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event client issues to SCS Engineers a purchase order, no preprinted terms thereon will become part of the agreement of the parties; any purchase order document, whether or not signed by SCS Engineers, shall be considered a document for Client's internal management of its operations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly Authorized Representatives, as follows:

SCS Engineers

Wilson & Company, Inc.



Signature

Signature

Deborah A. English

Printed Name

Printed Name

Vice President

Title

Title

April 2, 2015

Date of Signature

Date of Signature

SCS ENGINEERS

2015 STANDARD FEE SCHEDULE

Labor Category	Rate
Senior Project Advisor	\$200
Senior Project Director	\$180
Project Director	\$165
Project Advisor	\$155
Senior Project Manager	\$150
Project Manager	\$135
Senior Project Professional	\$125
Project Professional	\$110
Staff Professional	\$90
Associate Professional	\$80
Designer	\$75
CADD/Graphics	\$65
Senior Technician	\$75
Technician	\$60
Project Administrator	\$75
Administrative Assistant	\$55

Note: Increase hourly rate by 1.5 for Saturday, Sunday, and holiday work or off-shift work when required by client.

General Terms:

1. Rates for Principals, expert services (expert reports and testimony), and special limited consultations, may be negotiated on a project-specific basis.
2. Schedule rates are effective through December 31, 2015. Work performed thereafter is subject to a new Fee Schedule.
3. Schedule labor rates include overhead and profit on labor. Costs for sub-consultants, sub-contractors, job-related employee travel and subsistence, equipment, supplies, and other direct costs are billed at cost plus 15 percent administrative fee.
4. A communication fee of 1 percent of project labor will be charged for telephone, copying, postage, IT, and similar project production costs.
5. Invoices will be prepared monthly or more frequently for work in progress unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
6. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's account.



BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A PERMANENT UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENTS FROM DEVIN ROBB AND RACHAEL ROBB FOR SANITARY SEWER PURPOSES RELATING TO THE CITY OF SEDALIA MISSOURI SEWER RELIEF PROJECT.

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

WHEREAS, the owners of the respective properties have granted to the City the necessary permanent utility easement and temporary construction easements for their respective properties attached hereto as Exhibit A 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 permanent utility easement and temporary construction easements for sanitary sewer purposes from Devin Robb and Rachael Robb in substantively the same form and content as proposed on the attached easements known as Exhibit A.

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

Section 3. The City Clerk is hereby directed to file in her office a duplicate or copy of the easements after they have been executed by the parties or their duly authorized representatives and after said easements have been recorded with the Pettis County Recorder of Deed’s office.

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 20th day of April, 2015.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of April, 2015.

Stephen J. Galliher, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

Title of Document: **PERMANENT & TEMPORARY EASEMENT**

Execution Date of Document: March 23, 2014 2015

Grantor's/Grantors' Names & Mailing Addresses: Devin & Rachael Robb, husband and wife, 1424 S. Carr, Sedalia, Missouri 65301

Grantee's Name & Mailing Address: City of Sedalia, a Missouri Municipal Corporation, 200 South Osage, Sedalia, Missouri 65301 (Attention: City Administrator)

Legal Description of Property: **See Below**

Book/Page & Document Type Referred to in this Document: **N/A**

KNOW ALL MEN BY THESE PRESENTS, **Devin & Rachael Robb**, husband and wife, of the County of Pettis, in the State of Missouri, **have** this day for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to **them** in hand paid by **City of Sedalia, Missouri** of the County of Pettis, in the State of Missouri.

Granted, Bargained and Sold, and by these presents **does GRANT, BARGAIN AND SELL** unto the said **City of Sedalia, Missouri, its successors and assigns**, the below described tracts or parcels of land situate in the County of Pettis and the State of Missouri.

A permanent easement for sanitary sewer through and across the land hereafter described, for the particular purpose of laying, operating and maintaining a **sanitary sewer** pipe or pipes to be buried under the earth at a depth determined by the City of Sedalia to be the appropriate and necessary depth for the correct and practical operation of said **sanitary sewer** pipe or pipes, and for the particular purpose of ingress and egress to and from said right-of-way for all necessary purposes and incident to the installation, maintenance operation and management of said pipe or pipes, said permanent right-of-way easements being described as:

Permanent Utility Easement:

Commencing at the intersection of the East right-of-way of Grand Street and the North line of the Northwest Quarter of the Southeast Quarter of Section 33, Township 46 North, Range 21 West, Pettis County, Missouri; thence along the North line of the Northwest Quarter of the Southeast Quarter of said section South 86 degrees 21 minutes 43 seconds East, 819.87 feet; thence departing from said line South 03 degrees 38 minutes 17 seconds West, 143.22 feet; thence South 77 degrees 46 minutes 43 seconds East, 131.47 feet; thence South 12 degrees 40 minutes 10 seconds West, 6.26 feet to the Point of Beginning; thence South 77 degrees 32 minutes 58 seconds East, 128.40 feet; thence South 70 degrees 22 minutes 24 seconds East, 263.70 feet; thence South 21 degrees 11 minutes 21 seconds West, 4.21 feet; thence South 85 degrees 18 minutes 00 seconds East, 111.28 feet to the West right-of-way of Missouri Avenue; thence along said right-of-way South 12 degrees 36 minutes 33 seconds West, 25.24 feet; thence departing from said right-of-way North 85 degrees 18 minutes 00 seconds West, 115.20 feet; thence South 21 degrees 11 minutes 21 seconds West, 4.73 feet; thence North 70 degrees 22 minutes 24 seconds West, 260.55 feet; thence North 77 degrees 32 minutes 58 seconds West, 126.34 feet; thence North 12 degrees 40 minutes 10 seconds East, 35.00 feet to the Point of Beginning.

The above described easement contains 16,463 square feet, more or less.

Temporary construction easements over, through and across the land hereafter described, for the particular purpose of laying, operating and maintaining a sanitary sewer pipe or pipes to be buried under the earth at a depth determined by the City of Sedalia to be the appropriate and necessary depth for the correct and practical operation of said sanitary sewer pipe or pipes, and for the particular purpose of ingress and egress to and from said right-of-way for all necessary purposes and incident to the installation, maintenance operation and management of said pipe or pipes, said temporary right-of-way easements being described as:

Temporary Easement No. 1:

Commencing at the intersection of the East right-of-way of Grand Street and the North line of the Northwest Quarter of the Southeast Quarter of Section 33, Township 46 North, Range 21 West, Pettis County, Missouri; thence along the North line of the Northwest Quarter of the Southeast Quarter of said section South 86 degrees 21 minutes 43 seconds East, 819.87 feet; thence departing from said line South 03 degrees 38 minutes 17 seconds West, 143.22 feet; thence South 77 degrees 46 minutes 43 seconds East, 131.47 feet; thence South 12 degrees 40 minutes 10 seconds West, 41.26 feet to the Point of Beginning; thence South 77 degrees 38 minutes 58 seconds East, 126.34 feet; thence South 70 degrees 22 minutes 24 seconds East, 260.55 feet; thence North 21 degrees 11 minutes 21 seconds East, 4.73 feet; thence South 85 degrees 18 minutes 00 seconds East, 115.20 feet to the West right-of-way of Missouri Avenue; thence along said right-of-way South 12 degrees 36 minutes 33 seconds West, 12.62 feet; thence departing from said right-of-way North 85 degrees 18 minutes 00 seconds West, 117.17 feet; thence South 21 degrees 11 minutes 21 seconds West, 9.20 feet; thence North 70 degrees 22 minutes 24 seconds West, 258.97 feet; thence North 77 degrees 32 minutes 58 seconds West,

125.31 feet; thence North 12 degrees 40 minutes 10 seconds East, 17.50 feet to the Point of Beginning.

The above described easement contains 8,200 square feet, more or less.

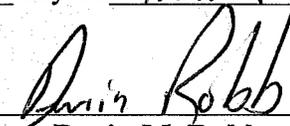
Temporary Easement No. 2:

Commencing at the intersection of the East right-of-way of Grand Street and the North line of the Northwest Quarter of the Southeast Quarter of Section 33, Township 46 North, Range 21 West, Pettis County, Missouri; thence along the North line of the Northwest Quarter of the Southeast Quarter of said section South 86 degrees 21 minutes 43 seconds East, 819.87 feet; thence departing from said line South 03 degrees 38 minutes 17 seconds West, 131.32 feet to the Point of Beginning; thence South 77 degrees 32 minutes 58 seconds East, 262.77 feet; thence South 70 degrees 22 minutes 24 seconds East, 265.27 feet; thence South 21 degrees 11 minutes 21 seconds West, 8.68 feet; thence South 85 degrees 18 minutes 00 seconds East, 109.31 feet to the West right-of-way of Missouri Avenue; thence along said right-of-way South 12 degrees 36 minutes 33 seconds West, 12.62 feet; thence departing from said right-of-way North 85 degrees 18 minutes 00 seconds West, 111.28 feet; thence North 21 degrees 11 minutes 21 seconds East, 4.21 feet; thence North 70 degrees 22 minutes 24 seconds West, 263.70 feet; thence North 77 degrees 32 minutes 58 seconds West, 128.40 feet; thence North 12 degrees 40 minutes 10 seconds East, 6.26 feet; thence North 77 degrees 46 minute 43 seconds West, 131.47 feet; thence North 03 degrees 38 minutes 17 seconds East, 11.90 feet to the Point of Beginning.

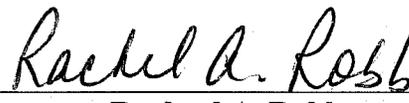
The above described easement contains 9,786 square feet, more or less.

TO HAVE AND TO HOLD the premises hereby conveyed with all rights, privileges and appurtenances thereto belonging, or in any wise appertaining unto the said **City of Sedalia, Missouri, its successors and assigns** forever **we** the said **Devin & Rachael Robb, husband and wife**, hereby covenanting to and with the said **City of Sedalia, Missouri, its successors and assigns**, for **ourselves, our** heirs, executors and administrators to Warrant and Defend the title to the premises hereby conveyed against the claims of every person whatsoever.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seals this 23 day of March, ~~2014~~ 2015


Devin M. Robb

(SEAL)

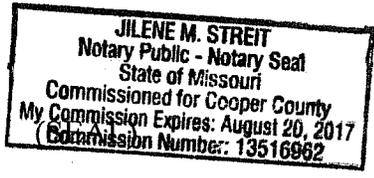

Rachael A. Robb

(SEAL)

STATE OF MISSOURI)
) ss.
COUNTY OF PETTIS)

On this 23rd day of March ²⁰¹⁵~~2014~~, before me personally appeared **Devin & Rachael Robb, husband and wife**, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as **their** free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county the day and year first above written.



Jilene M. Streit
Notary Public
My commission expires: 08-20-2017

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A DEED OF FULL RELEASE TO SECRETARY OF VETERANS AFFAIRS FOR SPECIAL TAX BILLS DATED FEBRUARY 6, 2014, SEPTEMBER 22, 2014, NOVEMBER 13, 2014, AND DECEMBER 22, 2014 PLACED AGAINST 1616 WEST 10TH STREET IN THE CITY OF SEDALIA, MISSOURI.

WHEREAS, a lien was placed by the City of Sedalia, Missouri on property located at 1616 West 10th Street by Special Tax Bills dated February 6, 2014, September 22, 2014, November 13, 2014, and December 22, 2014; and

WHEREAS, the Secretary of Veterans Affairs have fully paid and satisfied above said Special Tax Bills and have requested a Deed of Full Release which is attached to this ordinance as Exhibit A 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 authorizes a deed of full release to the Secretary of Veterans Affairs for the special tax bills dated February 6, 2014, September 22, 2014, November 13, 2014 and December 22, 2014 pertaining to the lien placed against the property located at 1616 West 10th Street as more fully described in the Deed of Full Release attached to this ordinance and incorporated herein.

Section 2. The Mayor 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 said Deed of Full Release.

Section 3. The City Clerk is hereby authorized and directed to file in her office the said Deed of Full Release and ordinance after recording said release and ordinance with the Pettis County Recorder of Deeds.

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 20th day of April, 2015.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of April, 2015.

Stephen J. Galliher, Mayor

ATTEST:

Arlene Silvey, MPCC City Clerk

DEED OF FULL RELEASE

WHEREAS Secretary of Veterans Affairs C/O Bank of America, by their Special Tax Bills dated February 6, 2014, September 22, 2014, November 13,2014, December 22,2014, December 22,2014 and recorded in the Recorder's Office, in and for Pettis County, Missouri in Book 2014-0620, 2014-4884,2014-5898,2014-6683,2014-6684 at pages 1 , allowed a lien to be placed against the property described to secure to the City of Sedalia, Missouri, a municipal corporation, the payment of said Special Tax Bills; and whereas, the said Secretary of Veterans Affairs c/o Bank of America, have fully paid and satisfied said Special Tax Bills.

NOW THEREFORE, the City of Sedalia, Missouri, a municipal corporation, hereby REMISES, RELEASES AND QUIT CLAIMS unto the said Secretary of Veterans Affairs c/o Banl of America, all of the property described as follows to-wit:

1616 W 10th

126' N & S X 110.88' E & W BEG 95' E OF NE COR 10th & WARREN
ALPHABETICAL 5 45 21.

TO HAVE AND TO HOLD the same, with all the appurtenances thereto belonging, free, clear and discharged from the encumbrances.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed by its Mayor and attested by its City Clerk, and the seal of the City of Sedalia, Missouri to be hereto attached, the day and year first above written.

City of Sedalia, Missouri

BY: _____

Stephen J. Galliher, Mayor

(SEAL)

ATTEST:

Arlene Silvey, City Clerk

STATE OF MISSOURI)

) SS.

COUNTY OF PETTIS)

On this _____ day of _____, 20____, before me appeared Stephen J Galliher, to me personally known, who being by me duly sworn, did say that he is Mayor of the City of Sedalia, Missouri, a Missouri municipal corporation, and that the seal affixed to the foregoing instrument is the seal of said City and that said instrument was signed and sealed in behalf of said municipal corporation by authority of the City Council of the City of Sedalia, Missouri, and said Stephen J Galliher acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Sedalia, Missouri, the day and year last above written.

Notary Public within and for said County and State.

My Commission Expires: _____

Office of the Mayor

TO: Members of City Council
 FROM: Mayor Stephen Galliher
 DATE: April 14, 2015
 RE: Appointments to City Boards and Commissions

I would like to make the following recommendations:

New appointments:

BOARD	MEMBER	TERM
Bothwell Regional Health Center Board of Trustees		
	Larry Foster 1530 Hunter's Circle	4 Year Term Expiring 06-2019
	Peggy Van Dyke PO Box 1263	4 Year Term Expiring 06-2019
	W. C. (Cam) Jennings 201 W. 32 nd Street	4 Year Term Expiring 06-2019
Citizens' Committee for Smart Growth		
	Theron Broadfoot 3403 W. 12 th Street	3 Year Term Expiring 06-2018
Housing Authority Board of Directors		
	Heather Hawkins-Hoehne 429 Buckner Court	4 Year Term Expiring 06-2019
Public Library Board		
	Shirley Alexander 216 Driftwood Drive	3 Year Term Expiring 06-2018
	Kim Welch 1500 South Barrett Avenue	3 Year Term Expiring 06-2018

Reappointments:

BOARD	MEMBER	TERM
Animal Advisory Control Board		
	Dana Gillig 3409 S. Green Ridge Road	3 Year Term Expiring 06-2018

Reappointments (continued):

BOARD	MEMBER	TERM
Central Business & Cultural District Board of Directors		
	George Esser 1409 W. Broadway Ave.	3 Year Term Expiring 06-2018
	Michelle Swords 300 S. Ohio Ave.	3 Year Term Expiring 06-2018
	Douglass Freed 1100 W. 4 th Street	3 Year Term Expiring 06-2018
	David Esser 116 E. Main Street #B	3 Year Term Expiring 06-2018
Citizens' Committee for Smart Growth		
	Kim Graves 1901 S. Moniteau	3 Year Term Expiring 06-2018
	Jennifer Langdon 712 S. Ohio Ave. Apt. A	3 Year Term Expiring 06-2018
Housing Authority Board of Directors		
	Jamie Bethel 1414 S. Park	4 Year Term Expiring 06-2019
Plumbers Examining Board		
	Don Meyer 1611 S. Harrison Avenue	1 Year Term Expiring 06-2016
Public Library Board		
	Kathy Gardner 1315 South Carr Avenue	3 Year Term Expiring 06-2018
Tax Increment Financing Commission		
	George Esser 500 S. Ohio Avenue	4 Year Term Expiring 07-2019
Tree Board		
	Mona McCormack 31135 Sunrise Lane	3 Year Term Expiring 06-2018

**City of Sedalia
Department Bills 4-20-2015**

Vendor Name	Invoice Number	Amount
511-Praxair Distribution Inc	52306856	\$ 133.75
511-Praxair Distribution Inc	52306857	\$ 24.82
A & B Auto Trim	26305	\$ 135.00
Alliance Water Resources Inc	6410	\$ 24,137.35
Al's Portable Welding	4391	\$ 296.32
Al's Portable Welding	4398	\$ 500.00
Anthony Beck	0415	\$ 450.00
Applied Concepts Inc.	268488	\$ 60.00
Ascent Aviation Group, Inc.	CREDIT M143607	\$ (955.06)
Ascent Aviation Group, Inc.	M143607	\$ 1,001.06
Ascent Aviation Group, Inc.	M144378	\$ 17.81
AT & T	0415	\$ 9,734.07
B & P Excavating	1689	\$ 600.00
Boone Quarries	171236	\$ 65.07
Boone Quarries	172484	\$ 136.21
Boone Quarries	173860	\$ 1,400.62
Bothwell Regional Health Ctr	23	\$ 7.00
Bothwell Regional Health Ctr	0315	\$ 171.25
Braden Signs	546352	\$ 325.00
Braden Signs	546373	\$ 64.00
Brownfield Oil Co Inc	126004	\$ 13,830.48
Bryant Motor Co	82943	\$ 422.10
Bryant Motor Co	129981	\$ 189.81
Bryant Motor Co	130009	\$ 6.90
Bryant Motor Co	130018	\$ 80.21
Bryant Motor Co	130040	\$ 301.21
Central Communications Inc	378504	\$ 950.00
Central Missouri Electric Coop Inc	0415-14	\$ 240.17
Central Missouri Electric Coop Inc	0415-61	\$ 8,368.71
Certified Repair Service Llc	2015-139	\$ 109.52
Certified Repair Service Llc	2015-144	\$ 490.00
Certified Repair Service Llc	2015-153	\$ 758.92
Champion Brands LLC	78554	\$ (40.00)
Champion Brands LLC	78555	\$ (20.00)
Champion Brands LLC	478945	\$ 382.70
Champion Brands LLC	478946	\$ 480.35
Charter Communications	0415-12C	\$ 130.00
Charter Communications	0415-19A	\$ 130.18
Cintas Corp #379	379172293	\$ 715.81
Cintas Corp #379	379173276	\$ 743.80
City Safe & Lock Service	073365	\$ 19.50
City Safe & Lock Service	073459	\$ 4.50
Clark's Tool & Equipment	163076	\$ 10.12
Clark's Tool & Equipment	163231	\$ 72.84
Clark's Tool & Equipment	163263	\$ 35.00

**City of Sedalia
Department Bills 4-20-2015**

Vendor Name	Invoice Number	Amount
Crow-Burlingame Co	00720078994	\$ 4.98
Crow-Burlingame Co	00720079184	\$ 45.93
Crown Power & Equipment Co	38854L	\$ 291.19
Crown Power & Equipment Co	38930L	\$ 217.25
Cummins Mid-South Llc	023-41310	\$ 1,197.82
D C Battery Inc	071513	\$ 108.00
Davey Resource Group	908760276	\$ 10,150.00
Dee Engineering	663401	\$ 119.22
Dugan's Paint And Floorcovering	S0211416	\$ 39.99
Ed M Feld Equip Co Inc.	0276912-IN	\$ 567.67
Ed M Feld Equip Co Inc.	0277202-IN	\$ 765.00
Ellen Cross	0415	\$ 23.86
Ellen Cross	0415A	\$ 34.50
Elliott Equipment Co.	128926	\$ 744.53
Empire District	0415-12	\$ 319.11
Empire District	0415-12A	\$ 365.04
Empire District	0415-13	\$ 629.79
Empire District	0415-14F	\$ 262.58
Empire District	0415-14H	\$ 447.17
Empire District	0415-15	\$ 314.70
Empire District	0415-17A	\$ 192.81
Empire District	0415-18	\$ 2,289.43
Empire District	0415-19A	\$ 130.98
Empire District	0415-20	\$ 681.23
Empire District	0415-61	\$ 1,839.79
Empire District	0415-61A	\$ 695.47
Empire District	0415-61B	\$ 25.00
Empire District	0415-61L	\$ 25.88
Empire District	0415-61M	\$ 305.86
Empire District	0415-61N	\$ 74.46
Employee Screening Service Llc	176646	\$ 38.00
Engineering Surveys & Services	ESS062123	\$ 510.80
Engineering Surveys & Services	ESS062542	\$ 61.00
Engineering Surveys & Services	ESS062543	\$ 15.00
Engineering Surveys & Services	ESS062798	\$ 1,221.00
Engineering Surveys & Services	ESS062799	\$ 162.00
Environmental Resource Assoc.	747618	\$ 113.89
Environmental Resource Assoc.	747619	\$ 113.89
Environmental Resource Assoc.	748441	\$ 571.89
Environmental Resource Assoc.	751601	\$ 540.54
Fastenal Company	MOSED151594	\$ 7.20
Fastenal Company	MOSED151926	\$ 23.80
Fedex	2-988-76423	\$ 20.20
Fischer Concrete Service Inc	22948	\$ 711.50
Fischer Concrete Service Inc	22949	\$ 106.12

**City of Sedalia
Department Bills 4-20-2015**

Vendor Name	Invoice Number	Amount
Fischer Concrete Service Inc	23187	\$ 962.51
Fischer Concrete Service Inc	23293	\$ 137.34
Fischer Concrete Service Inc	23294	\$ 1,016.30
Foley Industries	PS440009521	\$ 17.40
Garon LLC	289	\$ 280.00
Gulf States Distributors	1210998-IN	\$ 7,016.00
Hank's Portable Toilets & Septic Tank Clean	1899	\$ 85.00
Hank's Portable Toilets & Septic Tank Clean	1909	\$ 85.00
Hillyard - Columbia	601557214	\$ 142.69
Hillyard - Columbia	601557268	\$ 505.62
Hillyard - Columbia	601562590	\$ 12.24
IBT Inc.	6523674	\$ 353.37
IMKO Workforce Solutions	99927	\$ 200.00
Inside The Tape LLC	0315	\$ 590.00
John E Reid & Associates	157429	\$ 550.00
John Simmons	0315	\$ 199.35
KCP&L	0415-11	\$ 66.76
KCP&L	0415-11A	\$ 28.55
KCP&L	0415-11C	\$ 61.18
KCP&L	0415-11D	\$ 28.05
KCP&L	0415-11E	\$ 20.28
KCP&L	0415-11F	\$ 17.31
KCP&L	0415-13	\$ 375.59
KCP&L	0415-17A	\$ 236.53
KCP&L	0415-19	\$ 77.50
KCP&L	0415-19A	\$ 55.82
KCP&L	0415-61	\$ 2,972.70
KCP&L	0415-61A	\$ 10,191.15
KCP&L	0415-61B	\$ 618.83
KCP&L	0415-61D	\$ 57.75
KCP&L	0415-61G	\$ 95.44
KCP&L	0415-61H	\$ 17.19
KCP&L	0415-61J	\$ 153.00
KCP&L	0415-61K	\$ 18.14
KCP&L	0415-61L	\$ 151.21
KCP&L	0415-61Q	\$ 55.27
KCP&L	0415-61Y	\$ 84.15
KCP&L	0615-11B	\$ 647.41
KCP&L	0415-14J	\$ 40.77
KCP&L	0415-61F	\$ 252.13
KCP&L	0415-61P	\$ 82.46
Key Hydraulics	15-35791	\$ 5.91
Key Hydraulics	15-35805	\$ 5.95
Key Hydraulics	15-35806	\$ 83.16
Key Hydraulics	15-35821	\$ 51.28

**City of Sedalia
Department Bills 4-20-2015**

Vendor Name	Invoice Number	Amount
Key Hydraulics	15-35899	\$ 563.39
Language Line Services	3578471	\$ 54.34
Lauber Municipal Law, LLC	998	\$ 743.75
Lauber Municipal Law, LLC	999	\$ 1,545.00
Law Enforcement Targets	0275900-IN	\$ 790.06
Leon Uniform Co Inc	347727	\$ 130.90
Lochner	C07040001-C18	\$ 2,901.54
Lowe's Business Account	25029	\$ 36.30
Lynn Peavey Company	301504	\$ 170.35
MAMA	SMA-GEN 2015	\$ 85.00
Manny Rodriguez	0415	\$ 15.00
Mastercard Bankcard Center	0415-DeGonia	\$ 375.14
Mastercard Bankcard Center	0415-Ditzfeld	\$ 200.11
Mastercard Bankcard Center	0415-Edwards	\$ 68.59
Mastercard Bankcard Center	0415-Evans	\$ 1,968.13
Mastercard Bankcard Center	0415-Gallihier	\$ 104.00
Mastercard Bankcard Center	0415-Hendricks	\$ 272.94
Mastercard Bankcard Center	0415-Rice	\$ 1,590.50
Mastercard Bankcard Center	0415-Richardson	\$ 243.59
Mastercard Bankcard Center	0415-Shaw	\$ 325.09
Mastercard Bankcard Center	0415-Silvey	\$ 334.40
Mastercard Bankcard Center	0415-Simmons	\$ 2,444.90
Mastercard Bankcard Center	0415-Ward	\$ 63.17
Mastercard Bankcard Center	0415-Wirt	\$ 44.98
Mastercard Bankcard Center	0415-Wirt	\$ 98.68
Mastercard Bankcard Center	0415-Woolery	\$ 1,672.76
Medallion Electric Inc	101921	\$ 301.79
Medallion Electric Inc	101922	\$ 142.18
Merley Staus	0415	\$ 102.12
MFA Agri Services-Sedalia	69052	\$ 40.00
Mfa Oil Company	6619	\$ 14.02
Michael Todd & Co Inc	146366	\$ 1,207.01
Midland Printing Company	50653	\$ 90.78
Midwest Laboratories Inc	756822	\$ 376.47
Missouri Department Of Revenue	0315	\$ 502.51
Missouri Department Of Revenue	0415	\$ 22.00
Missouri Department of Revenue	45352	\$ 35.00
Missouri One Call System Inc.	5030299	\$ 417.30
Missouri Police Chiefs Assoc	2776	\$ 175.00
Missouri Police Chiefs Assoc	2811	\$ 160.00
Missouri Police Chiefs' Charitable Found.	2824	\$ 1,000.00
Missouri Recycling Assoc	11213	\$ 150.00
Missouri Typewriter Of Warrensburg Inc	41391	\$ 4,731.22
Missouri Typewriter Of Warrensburg Inc	41393	\$ 400.00
Missouri Typewriter Of Warrensburg Inc	41395	\$ 467.50

**City of Sedalia
Department Bills 4-20-2015**

Vendor Name	Invoice Number	Amount
Mitchell1	IB17527246	\$ 199.17
MoSAC	SMA-GEN 2015	\$ 50.00
MWWC MW Section	0415	\$ 40.00
MWWC MW Section	0415A	\$ 40.00
MWWC MW Section	0415B	\$ 90.00
NAACP	0415	\$ 50.00
Nartec Inc	7716	\$ 207.82
National Animal Control Assoc	300001364	\$ 35.00
Networkfleet Inc	000000237747	\$ 170.55
New World Systems Corporation	040829	\$ 89,823.00
New World Systems Corporation	041144	\$ 1,620.00
Northern Safety Co Inc	901376406	\$ 134.18
Norton & Schmidt	7	\$ 11,232.50
Open Door Thrift Shop	0315	\$ 4.00
O'Reilly Automotive Inc.	0114-315518	\$ 316.96
O'Reilly Automotive Inc.	0114-316932	\$ 25.44
O'Reilly Automotive Inc.	0247-359671	\$ 130.11
O'Reilly Automotive Inc.	0247-359686	\$ (18.00)
O'Reilly Automotive Inc.	0247-361240	\$ 33.98
O'Reilly Automotive Inc.	0247-361770	\$ 16.24
O'Reilly Automotive Inc.	0247-362314	\$ 30.97
Otten Small Engine Service	155576	\$ 103.49
Otten Small Engine Service	157780	\$ 86.85
Otten Small Engine Service	155854	\$ 50.25
Otten Small Engine Service	155941	\$ 39.71
Otten Small Engine Service	157427	\$ 2.00
Paul Conway Shields	0363054	\$ 55.89
Paul Withers	0415	\$ 10.99
Pettis County Recorder of Deeds	58268	\$ 72.00
Pettis County Recorder of Deeds	58310	\$ 192.00
Pettis County Recorder of Deeds	58311	\$ 699.00
Poort Excavating Llc	5807	\$ 27,216.00
Printlynx	111467	\$ 114.63
Printlynx	111481	\$ 655.55
Printlynx	111611	\$ 321.32
Pro Energy Services LLC	143903	\$ 300.00
Progressive Business Publications	0415	\$ 299.00
Public Safety Center Inc	5577564	\$ 165.00
Qscend Technologies Inc	6748	\$ 4,079.14
Quicksilver Water	736302	\$ 7.00
Quicksilver Water	736309	\$ 21.00
Quicksilver Water	736860	\$ 49.00
Rick Ball Ford - Sedalia	76841	\$ 99.00
Schilby's Auto Service	42384	\$ 59.95
Schriefer's Office Equip Inc	269297	\$ 294.29

**City of Sedalia
Department Bills 4-20-2015**

Vendor Name	Invoice Number	Amount
Sedalia Democrat	300227249	\$ 137.75
Sedalia Democrat	300227665	\$ 414.38
Sedalia Democrat	300227695	\$ 54.50
Sedalia Democrat	300227708	\$ 149.00
Sedalia Democrat	300228722	\$ 38.75
Sedalia Downtown Development	689	\$ 1,244.55
Sedalia Electric Motors Inc	8262	\$ 135.00
Sedalia Rental & Supply	162020	\$ 220.00
SMC Electric Supply	60204793-00	\$ 545.90
Smith Paper & Janitor Supply	58983	\$ 101.73
Smith Paper & Janitor Supply	588273	\$ 17.50
Smith Paper & Janitor Supply	588329	\$ 92.94
Smith Paper & Janitor Supply	588434	\$ 187.48
Smith Paper & Janitor Supply	588812	\$ 106.08
Smith Paper & Janitor Supply	588817	\$ 195.34
Smith Paper & Janitor Supply	588921	\$ 74.35
Smith Paper & Janitor Supply	588967	\$ 233.35
Smith Paper & Janitor Supply	589082	\$ 48.20
Smith Paper & Janitor Supply	589182	\$ 100.98
Sonequity Pest Management	117889	\$ 70.00
Sonequity Pest Management	117890	\$ 40.00
Sonequity Pest Management	117925	\$ 67.00
Sonequity Pest Management	118054	\$ 39.00
Sonequity Pest Management	118246	\$ 68.00
Staples Business Advantage	3260632864	\$ 192.32
Staples Business Advantage	3260632892	\$ 54.99
Staples Business Advantage	3260632893	\$ 460.95
Staples Business Advantage	3261222310	\$ 81.52
Staples Business Advantage	3261222379	\$ 6.00
Staples Business Advantage	3262175474	\$ 75.98
Staples Business Advantage	3262175620	\$ 354.99
Staples Business Advantage	3262175670	\$ 22.84
Stericycle Inc.	4005482799	\$ 34.61
Stone Laser Imaging	0415	\$ 10.00
Synchrony Bank	000555	\$ 66.41
Tallman Company	S133131	\$ 476.98
Tallman Company	S133134-00	\$ 111.00
Tallman Company	S133153-00	\$ 23.95
Tallman Company	S133186-00	\$ 360.91
Taser Training Academy	25650	\$ 390.00
The Police And Sheriffs Press	67883	\$ 17.49
The Ups Store	1697	\$ 11.10
The Ups Store	1763	\$ 15.27
Third National Bank	0415	\$ 154.95
Thyssenkrupp Elevator Corp	3001741018	\$ 1,068.64

**City of Sedalia
Department Bills 4-20-2015**

Vendor Name	Invoice Number	Amount
Tim Borden	0415	\$ 339.62
Tim's Tree Service Llc	3882	\$ 650.00
Tim's Tree Service Llc	3883	\$ 600.00
Tim's Tree Service Llc	3886	\$ 1,400.00
Tim's Tree Service Llc	3887	\$ 450.00
Tim's Tree Service Llc	3888	\$ 300.00
Tim's Tree Service Llc	3889	\$ 1,900.00
Tire Centers Llc	6500144828	\$ 1,152.95
Trans-Central Suppliers Inc	0228255	\$ 299.05
Trans-Central Suppliers Inc	0228297	\$ 52.14
Trans-Central Suppliers Inc	0228409	\$ 84.00
Uline	66466117	\$ 142.52
Umb Bank N.A.	1415	\$ 1,961.00
University Of Missouri	0415	\$ 650.00
USDA, APHIS, General	3001606914	\$ 1,694.78
Usps-Hasler	0415	\$ 2,000.00
Vance Bros. Inc-Kansas City	3111	\$ 3,079.04
Vance Bros. Inc-Kansas City	3112	\$ 3,026.00
Vance Bros. Inc-Kansas City	3113	\$ 3,035.52
Vance Bros. Inc-Kansas City	49195	\$ 1,789.60
Viebrock Sales LLC	1407	\$ 510.00
Vulcan Inc	268928	\$ 3,590.50
W & M Welding Inc	43302	\$ 90.20
W & M Welding Inc	43326	\$ 49.25
Wal-Mart Community/RFCSLLC	08504	\$ 4.37
Warehouse Tire & Muffler	181062	\$ 215.08
Warehouse Tire & Muffler	181719	\$ 215.08
WCA Waste Systems Inc.	7353	\$ 29,862.54
West Group	831576051	\$ 344.41
Western Extralite Company	S5134516.001	\$ 11.14
Western Extralite Company	S5136738.001	\$ 60.73
Western Extralite Company	S5137447.001	\$ 19.16
Westlakes Hardware	1211519	\$ 229.97
Wilson & Company Inc	58275	\$ 167.00
Wilson & Company Inc	58563	\$ 1,169.00
Wilson & Company Inc	58564	\$ 19,249.12
W-K Chevrolet-Buick	172014	\$ 66.85
Woods Super Market	61	\$ 31.63
Zee Medical Inc	0021193555	\$ 122.95
Zee Medical Inc	0021193557	\$ 179.35
Total Invoices To Be Paid		\$ 378,117.18