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PRE-COUNCIL MEETING

Mayor's Conference Room
Municipal Building
Monday, August 3, 2015
6:30 p.m.

MAYOR: STEPHEN J. GALLIHER | **MAYOR PRO-TEM: JO LYNN TURLEY**

Committee Meetings – 6:30 p.m.

PUBLIC SAFETY COMMITTEE **Police and Fire**	**Russell Driskell, Chair** **Vicky Collins, Vice Chair**
1. Review Ordinance amending Section 30-132 of the Code of Ordinances of the City of Sedalia, Missouri relating to disposal of unclaimed personal property in the Sedalia Police Department.	

PUBLIC WORKS COMMITTEE **Public Works, Water Pollution Control, Community Development, Water, Parks, Airport, Cemeteries and Community Center**	**Tolbert Rowe, Chair** **Don Meier, Vice Chair**
1. Review Ordinance re-numbering Article III of Chapter 64 of the City's Code of Ordinances regarding Planned Unit Development (PUD) in its entirety. 2. Review Ordinance adding Sections 64-50 to 64-72 to Article II of Chapter 64 of the City's Code of Ordinances regarding Certified Local Government and adding Division 14, Section 2-685 establishing the Sedalia Historic Preservation Commission. 3. Award Bid and Ordinance approving and accepting an agreement by and between the City of Sedalia, Missouri and Agricycle, Inc. for the Yard Waste Grinding #6 Project. 4. Review Change Order #2 from Kissick Construction Co. for the Collection System Rehabilitation Phase 1A Project, Bid Package No. 1 for an increase of $24,691.50 for final quantity adjustments. 5. Review Change Order #3 from Spray Com Utilities, Inc. for the Collection System Rehabilitation Phase 1A Project, Bid Package No. 2 for an increase of $20,180.00 for additional necessary repairs that were found during construction 6. Review Ordinance approving and accepting permanent sanitary sewer easements from MJW, LLP, a Missouri Limited Liability Partnership (Galaxy Theatre). 7. Review Ordinance approving and accepting a pipeline crossing agreement by and between the City of Sedalia, Missouri and Union Pacific Railroad Company, a Delaware Corporation, for sanitary sewer purposes relating to the City of Sedalia, Missouri sewer relief project. 8. Review Change Order #1(Final) from Poort Excavating for the Sidewalk Project on 16th from Lamine to Ingram for a decrease of $7,401.30 for final quantity adjustments.	

FINANCE/ADMINISTRATION COMMITTEE **Administrative, Library and Hospital**	**James Cunningham, Chair** **Bonita Nash, Vice Chair**

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

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CITY COUNCIL MEETING AGENDA

City Council Chambers
Municipal Building
Monday, August 3, 2015
7:00 p.m.

A. SILENT PRAYER & PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. SERVICE AWARDS

1. Linda Johnson – Sr. Court Clerk – Finance Department – 35 years of service
2. Gary Gerken – Bldg. Maint. Supervisor – P.B. Maint. Department – 25 years of service
3. Ricky McKnight – Airport Attendant – Airport Department – 10 years of service
4. Anthony Beck – PW Service Worker – Sanitation Department – 5 years of service
5. Christopher Mittenburg – Equipment Operator – Street Department – 5 years of service

D. SPECIAL AWARDS

July 2015 Yard of the Month Contest Winners:

- 1st Ward/Grand Prize – Jerry and Beverly Morris, 2023 W. 14th
- 2nd Ward – Judy Petrie, 915 E. Broadway
- 3rd Ward – John and Debi Needy, 1410 S. Marshall
- 4th Ward – Bobbie Dean Barker, 3000 Brandon Avenue

I. MINUTES

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

II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES

1. Acceptance of Planning & Zoning Commission minutes dated March 11, 2015

III. ROLL CALL OF STANDING COMMITTEES

A. PUBLIC SAFETY – Councilmember Russell Driskell

B. PUBLIC WORKS – Councilmember Tolbert Rowe

1. Award bid for Yard Waste Grinding #6
2. Approve Change Order #2 from Kissick Construction Co. for the Collection System Rehabilitation Phase 1A Project, Bid Package No. 1 for an increase of $24,691.50 for final quantity adjustments
3. Approve Change Order #3 from Spray Com Utilities, Inc. for the Collection System Rehabilitation Phase 1A Project, Bid Package No. 2 for an increase of $20,180.00 for additional necessary repairs that were found during construction
4. Approve Change Order #1 from Poort Excavating for the Sidewalk Project on 16th from Lamine to Ingram for a decrease of $7,401.30 for final quantity adjustments

C. FINANCE / ADMINISTRATION – Councilmember James Cunningham

V. NEW BUSINESS

A. ORDINANCES AND RESOLUTIONS

- **O** Amending Section 30-132 of the Code of Ordinances of the City of Sedalia, Missouri relating to disposal of unclaimed personal property in the Sedalia Police Department
- **O** Renumbering Article III of Chapter 64 of the City's Code of Ordinances regarding Planned Unit Development (PUD) in its entirety
- **O** Adding Sections 64-50 to 64-72 to Article II of Chapter 64 of the City's Code of Ordinances regarding Certified Local Government and adding Division 14, Section 2-685 establishing the Sedalia Historic Preservation Commission
- **O** Approving and accepting an agreement by and between the City of Sedalia, Missouri and Agricycle, Inc. for the Yard Waste Grinding #6 Project

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- **O** Approving and accepting permanent sanitary sewer easements from MJW, LLP, a Missouri Limited Liability Partnership
- **O** Approving and accepting a pipeline crossing agreement by and between the City of Sedalia, Missouri and Union Pacific Railroad Company, a Delaware Corporation for sanitary sewer purposes relating to the City of Sedalia, Missouri sewer relief project

B. APPOINTMENTS

1. Nominations from Mayor Galliher for appointments to Sedalia Historic Preservation Commission

C. LIQUOR LICENSES

Renewals:

*Lorene Samson dba CVS/Pharmacy #10305, 100 E Broadway, Packaged Liquor with Sunday Sales and Taste Testing, $487.50
*Charles Wansing dba Chez When, 121 E 3rd, Liquor by Drink, $450
*Robbin Griffith dba Dollar General #2787, 2003 S Limit, Packaged Liquor, $150
*Robbin Griffith dba Dollar General #2379, 619 N Ohio, Packaged Liquor, $150
*Robbin Griffith dba Dollar General #1316, 2402 W Broadway, Packaged Liquor, $150
*Robbin Griffith dba Dollar General #3494, 713 E Broadway, Packaged Liquor, $150
*Thomas N Jorgensen dba Pizza Hut, 1425 S Limit, 5% Beer & Wine, $75
*Chris Patterson dba Rush Hour #9, 1320 S Limit, Packaged Liquor with Sunday Sales, $450
*Joseph Cochran dba American Legion Post #642, 2016 W Main, Liquor by Drink, $450

D. APPROVAL OF DEPARTMENT BILLS

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

F. GOOD AND WELFARE

G. ADJOURN TO CLOSED DOOR SESSION – In accordance with Section 610.021 (1) RSMo to closed-door session for Legal Advice.

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

OFFICE OF THE CITY ADMINISTRATOR

To: **Honorable Mayor Stephen Galliher & City Council Members**
From: **Gary Edwards, City Administrator**
Re: **Agenda items for City Council meeting on Monday, August 3, 2015**

This meeting begins at 6:30 PM

Presentations:
No presentations

Public Safety Committee:

1. Review an ordinance amending Section 30-132 of the City Code relating to disposal of unclaimed personal property in the Sedalia Police Department. The ordinance more clearly defines unclaimed personal property. The storage shed is filled to capacity with bicycles and many are not fit to be resold or cleaned-up. The Community Santa Campaign no longer accepts these used bikes. This ordinance removes the requirement that all bikes go to the Community Santa Campaign. Staff recommends approval.

Public Works Committee:

1. Review an ordinance renumbering Article III of Chapter 64 of the City's Code of Ordinances regarding Planned Unit Development (PUD) in its entirety. Before the Certified Local Government (CLG) ordinance can be implemented, it is first necessary to renumber these relevant sections of the City code.
2. Review an ordinance adding Sections 64-50 to 64-72 to Article II of Chapter 64 of the City's Code of Ordinances regarding Certified Local Government (CLG) and adding Division 14, Section 2-685, establishing the Sedalia Historic Preservation Commission. The adoption of Sedalia as a CLG has been reviewed and considered for many years. Sedalia is one of the few cities of its size without a CLG designation. Staff recommends approval.
3. Award bid and ordinance approving and accepting an agreement between the City and Agricycle, Inc. for the Yard Waste Grinding #6 project. One bid was received for $42,320 from Agricycle, Inc of Valley Park, MO. The budgeted amount for this project is $60,000. Staff recommends approval.
4. Review Change Order #2 from Kissick Construction Co. for the Collection System Rehabilitation Phase 1A Project, bid package No. 1 for an increase of $24,691.50. This brings the total contract price to $617,577.50. This change order is for final quantity adjustments. This is not part of the $30 million wastewater budget, but coming from the WPC reserves. Staff recommends approval.
5. Review Change Order #3 from Spray Com Utilities, Inc. for the Collection System Rehabilitation Phase 1A Project, bid Package No. 2 for an increase of $20,180 for additional necessary repairs that were found during construction. This Change Order takes the total contract price to $1,199,626.30. Staff recommends approval.
6. Review an ordinance approving permanent sanitary sewer easements from MJW, LLP, A Missouri Limited Liability Partnership (Galaxy Theatre). Staff recommends approval.
7. Review an ordinance approving a pipeline crossing agreement between the City and Union Pacific Railroad Company, a Delaware Corporation, for sanitary sewer purposes relating to the City sewer relief project. This is part of the $30 million project. Staff recommends approval.
8. Review Change Order #1 (Final) from Poort Excavating for the sidewalk project on 16th from Lamine to Ingram for a decrease of $7,401.30 for final quantity adjustments. This brings the total contract price down to $51,582.70. Staff recommends approval.

Finance/Administration Committee:
No items

Pre-Council Agenda

Council Agenda

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

WORK SESSION

The Work Session started at 6:45 p.m. in the Mayor's Conference Room at the Municipal Building.

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

COMMITTEE MEETING

Public Safety Committee – Councilman Driskell, Chairman – No Report

Public Works Committee – Councilman Meier, Vice-Chairman, presented the following recommendations:

- Ordinance amending Ordinance Number 9463 by incorporating a right turn only restriction onto West Third Street from the North-South alley between West Third Street and Wilkerson and South Missouri Avenue and South Moniteau Avenue in the City of Sedalia, Missouri (Request from Sacred Heart School to improve student pick-up and drop-off procedures) was moved to full Council on motion by Cunningham, seconded by Driskell. All present in favor. Turley, Nash and Rowe were absent.

- Ordinance amending Ordinance Number 9464 by establishing a "No Parking, Loading and Unloading Only" restriction on the South side of Wilkerson Avenue between the alley just East of South Missouri Avenue and South Moniteau Avenue in the City of Sedalia, Missouri (to improve student drop-off and pick-up procedures at Sacred Heart School) was moved to full Council on motion by Driskell, seconded by Cunningham. All present in favor. Turley, Nash and Rowe were absent.

- Change Order #2 from Lehman Construction, LLC for the Collection System Rehabilitation-Phase 1A Project, Bid Package No. 4 for deduction amount of $8,660.39 for final quantity adjustments (Total contract price $631,243.51) on motion by Driskell, seconded by Cross. All present in favor. Turley, Nash and Rowe were absent.

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

Councilman Cross commented on the problem with rummage sale signs and added that the person should have to put their name, address and permit number on the sign and it must be removed within 48 hours or be fined.

With no further comments, the meeting closed at 6:50 p.m.
Respectfully submitted: Arlene Silvey, MPCC City Clerk

Pre-Council Agenda

Council Agenda

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

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

ROLL CALL:

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

SERVICE AWARDS: None.

MINUTES:
The following minutes were approved on motion by Cunningham, seconded by Driskell. All present in favor. Rowe was absent.

- Pre-Council Meeting July 6, 2015
- Regular Council Meeting July 6, 2015

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:
Accepted the minutes of the Citizen's Traffic Advisory Commission dated June 10, 2015 on motion by Meier, seconded by Nash. All present in favor. Rowe was absent.

ROLL CALL OF STANDING COMMITTEES:

PUBLIC SAFETY – RUSSELL DRISKELL, CHAIRMAN – No Report.

PUBLIC WORKS – DON MEIER, VICE-CHAIRMAN
Approved Change Order #2 from Lehman Construction, LLC for the Collection System Rehabilitation – Phase 1A Project, Bid Package No. 4 for the deduction amount of $8,660.39 for final quantity adjustments on motion by Driskell, seconded by Nash. All present in favor. Rowe was absent.

FINANCE & ADMINISTRATION – JAMES CUNNINGHAM, CHAIRMAN – No Report.

NEW BUSINESS:
BILL NO. 2015 – 95, ORDINANCE NO. 10346 – AN ORDINANCE AMENDING ORDINANCE NUMBER 9463 BY INCORPORATING A RIGHT TURN ONLY RESTRICTION ONTO WEST THIRD STREET FROM THE NORTH-SOUTH ALLEY BETWEEN WEST THIRD STREET AND WILKERSON AND SOUTH MISSOURI AVENUE AND SOUTH MONITEAU AVENUE IN THE CITY OF SEDALIA, MISSOURI was read once by title.
2nd Reading – Motion by Turley, 2nd by Nash. All present in favor. Rowe was absent.

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

BILL NO. 2015 – 96, ORDINANCE NO. 10347 – AN ORDINANCE AMENDING ORDINANCE NUMBER 9464 BY ESTABLISHING A "NO PARKING, LOADING AND UNLOADING ONLY" RESTRICTION ON THE SOUTH SIDE OF WILKERSON AVENUE BETWEEN THE ALLEY JUST EAST OF SOUTH MISSOURI AVENUE AND SOUTH MONITEAU AVENUE IN THE CITY OF SEDALIA, MISSOURI was read once by title.
2nd Reading – Motion by Driskell, 2nd by Nash. All present in favor. Rowe was absent.
Final Passage – Motion by Turley, 2nd by Nash. All present in favor. Rowe was absent.
Roll Call Vote: Voting "Yes" were Cunningham, Turley, Driskell, Nash, Meier, Cross and Collins. No one voted "No". Rowe was absent.

APPOINTMENTS: None.

BIDS: None.

LIQUOR LICENSES:
The following New/Renewal Liquor Licenses were read and approved on motion by Turley, seconded by Meier. All present in favor. Rowe was absent.
New:

- Robert E. Rouse dba Strikerz, 2119 W. Broadway – Liquor by Drink with Sunday Sales

Renewal:

- Amanda Goon dba Break Time #3083, 808 E. Broadway – Packaged Liquor

DEPARTMENT BILLS thru July 20, 2015 totaling $336,870.31 were approved for payment on motion by Turley, seconded by Cunningham. All present in favor. Rowe was absent.

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:
Councilman Cross wished Councilman Cunningham a Happy Birthday.

GOOD & WELFARE:
Barbara Guffey, 711 S. Lafayette, presented information regarding the home that she is renting and voiced her concern regarding the rental house inspections. Ms. Guffey stated that she has had numerous discussions with her landlord, Brett Booth, regarding needed repairs to the home and has called the City for an inspection in which Building Inspector, Tim Curry, viewed the home and wrote a letter to the landlord stating repairs that were needed. Ms. Guffey added that the repairs have not been made. Ms. Guffey suggested that the rental home inspections be conducted semi-annually and the owners of the homes should be required to pay for and post a seal from the City showing that they are up to code.

Terri Hunter, 24750 Dresden Rd, commented that she is with the Landlords Association and stated that she does not believe that the city inspections will solve the issue of the few landlords that will not take care of their properties.

City Attorney, Anne Gardner, stated that the court document that Ms. Guffey presented with her information were not from the City Municipal Court but the Pettis County Court System and is a Rent Possession Action.

The meeting adjourned at 7:13 p.m. on motion by, seconded by. All in favor

THE CITY OF SEDALIA, MISSOURI

Stephen J. Galliher, Mayor

Arlene Silvey, MPCC

Arlene Silvey, MPCC City Clerk

CITY OF SEDALIA
PLANNING & ZONING COMMISSION
MINUTES MARCH 11, 2015
COUNCIL CHAMBERS, MUNICIPAL BUILDING

PRESENT:

DAN ALBERT
GREGORY NEHRING
JIM NORTON
JAMES CUNNINGHAM
TERESA MCDERMOTT
STEPHEN GALLIHER

ABSENT:

CHRIS PATTON
CONNIE MCLAUGHLIN
BILL BECK
LAVERA SCHMITT
GEORGE ESSER

STAFF PRESENT:

GARY EDWARDS
ANNE GARDNER
JOHN SIMMONS
JILENE STREIT

PLANNING AND ZONING MEETING

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

Approval of Meeting Minutes:

Without discussion Dan Albert made a motion, seconded by James Cunningham to approve the meeting minutes from the March 4, 2015 meeting. **The motion carried.**

The public hearing was called to order at 5:32 pm.

New Business:

108 W 16th St, Sedalia, MO

Rezoning of 108 W 16th Street from C-1 Local Business District to C-3 Commercial. Intersection northwest corner of 16th & Ohio.

Cody Comfort, the applicant, was present for the hearing. He indicated they want to open a car lot and a mechanic shop at this location. To move Terry's Automotive to this location and try to bring more business to this area.

James wondered if he would tear down the existing building? Cody indicated he would be using the existing building and possibly put a new one up behind it.

Jim asked if he was bringing an existing company to this location? Cody indicated that Terry's Automotive would be moving to this location. He is currently in a building by the new Rick Ball and they would be tearing his building down and had no location to move to.

Steve was glad that they are saving a business and relocating Cody's business inside the city limits.

Daniel Bergman from Knob Noster, MO, employed by Katy Trail State Park, has a question about the definition of what C-3 Commercial Zoning is for his reference? John Simmons explained that C-3 Zoning is our most comprehensive zoning for a commercial business. Anything basically not industrial is allowed in commercial. Anything allowed in Residential R-1 to R-3 and C-0 to C-1 is also allowed in C-2. In C-2 there is also some overlap, but it's more specific to the downtown environment. C-3 is really commercial, retail sales, auto sales, car lots, those types of service industries that the general public has access to.

Anne Gardner's recollection of what the intended use of the business was required it to go from C-1 to C-3. That was the only class that would fit, if he wanted to move the automobile mechanics side as well as the sales, he could do it in a C-1 zoning. John Simmons indicated that next to this property on the east side of the trail is actually M-2 Industrial and that's more of an intrusive zoning.

With no other comments, the public hearing was closed.

Dan Albert motioned to approve the minutes as written. James Cunningham seconded the motion. **All approved.**

New Business:

Rezoning for 108 W 16th Street. We heard from Cody Comfort and his zoning request from a C-1 Local Business to C-3 Commercial District to operate a used car lot and auto repair garage. John noted that himself and Andy Burt, Chief Building Official, have reviewed and determine it does fit in with the Comprehensive Plan for mixed use area in that district. Staff recommends you approve this application. With no questions, Steve Galliher made the motion to approve. Jim Norton seconded the motion. S. Galliher – YES, J. Cunningham – YES, G. Nehring – YES, J. Norton – YES, D. Albert – YES, T. McDermott – YES. **The motion carried.** This item will be taken to City Council on March 16, 2015.

Zoning Code Update – John Simmons will walk through the update changes since the last Planning & Zoning meeting:

- Page 5 - Transient Housing – specifically designed for, and occupied by displaced residents without access to traditional housing options needing temporary housing while transitioning to traditional housing six months or less as a resident of that facility. (So, they are moving from transitionatory state to more permanent housing, through HUD, Section 8 housing or whatever it is that we work on with them to get them moved on.) (New definition)
- Page 24 – C-2, General Business (b) subsection (1) Any use permitted in C-1, except transient dwelling houses. Trying to avoid with this zoning is utilizing downtown buildings C-2 district where homeless shelters, etc… end up residing. Goes against the plan for the development of downtown. (New definition)

- Page 25 #15– Social Services Agency administrative offices and their related retail business provide that such retail business locations are not located closer than 2,000 feet from another social service agency retail business. What we are trying to accomplish is along with the redevelopment plan is to prevent an entire area of downtown to become a gathering spot for that use. Want to keep that mixed use. Would like to add, would like to keep Ohio Street as Ohio Street as we have traditionally seen it. Don't want to say they do not belong, that they are not viable, that they are not vital to the City, so I would like to recommend that we add and limit this to Ohio Street so that if they should fall within 2,000 on Osage, Kentucky or close, that's ok that they aren't on the main road of Ohio and not on the National Historic Disctrict tourism piece. They are still important to our community so we don't want to send the message that they aren't and that there are good places off of Ohio that are just as viable. Will word it as – within the Sedalia Commercial Historical District as defined in the National Register of Historic Places.

Anne asked the question: How do you all feel about having that apply throughout the whole C-2 district or just on Ohio St? Jim Cunningham is concerned about how it sounds, like we are singling out parts of town. John Simmons explained that the precedent is that overlay of the national historic district because you do get that destination to promote tourism and promote the traditional business district. We basically have no restrictions on that district, just trying to protect it. Mayor Galliher suggested to keep historic downtown the way it is and possibly allow the side streets the opportunity. John indicated that if we limited to 2,000 feet would be to almost Main Street before you could locate another thrift store. Dan Albert wanted to know if there could be something written to where it would have to be approved if location was requested? Yes, they could come before this board or a Board of Adjustment for a variance or a Special Use Permit. With this restriction, it is saying no you can't do that there but a non-profit come to the City and ask for a variance, yes they can. Could refer directly to the historic district for this restriction. Could call out and list not located closer to 2,000 feet to another social service agency retail business located in the national historic district. If the National Historic District expanded east or west we wouldn't have to change this.

Discussed with the Lauber Law Firm, they suggested we define social service administrative office and what social service agency consists of. Under Social Service Administrative Office, a non-profit business providing human social services to the public and the agency retail business would be non-profit agency providing items for re-sale.

This would apply R-1 to C-1. Would eliminate transient housing from residential district. Would limit that to C-3, M-1 & M-2 for a homeless shelter or transient housing.

Section 64-155 Off-street parking – Greg brought this to our attention with very valid points. Where our parking requirements were essentially creating a sea of parking. Wanted to take a different approach and changed it from 1 per 200 square feet of retail space to. Sit-down restaurant establishments shall provide 12 parking spaces per 1,000 square feet of gross floor area, and fast food establishments shall provide 14 parking spaces per 1,000 square feet of gross floor area.

Section 64-156 - Alternate Parking Plan. A developer can come to us with an alternative plan for administrative approval to be submitted to the chief building official and to have the information as to why you are requesting that alternative parking plan.

Section 64-157 – Shared Parking. Some flexibility for a developer with approval from the City. John suggested if it becomes a problem then we will work with a client to fit it all in. Greg indicated that it does routinely cause a problem. Might be providing a large scale store that may be current count that has studies to show 175 spots where people can park but based on the code its 225 spots. That's a lot of land. John said that it becomes impermeable service, water runoff issues start developing, have to build a bigger retention pond, etc…

Have some changes in the sign ordinance that will allow canopy as well as projecting signs typically for the downtown area. Right now you couldn't put an awning up with a sign on it but we have them up & down the street, just had to go case by case, make sure the engineering is correct. This allows them to do that without having us to step in.

James Cunningham asked about C-2 Zoning. If that is retail, what if we had a church that wanted to open up a store and give away items, clothes, food, etc…?

Meg Liston commented that addressing that particular issue of C-2. We did have a free store within the historic district. Even though we support efforts like these they tend to create a nuisance situation and that's really why we are supporting the suggested changes tonight to C-2. Although the existing facilities are important to the community, they do bring people to the downtown area and there are essential source of support of funds for the different organizations so that they can in turn give services to the needy. We do have situations currently that create nuisance, example over the weekend they are dumping and other people sorting through. So, that's what we are trying to address, not that we want to exclude this from any future growth in the downtown but that it be considered for each situation so the adjustment application type of thing would suit the Downtown Sedalia, that if there was a particular group that wanted to within the area, and within existing, we would strongly support that but that we wouldn't see further nuisance.

With no other questions, Greg Nehring made the motion to send this zoning code update to Council. Dan Albert seconded. **All approved.**

Miscellaneous Items:

With no other business the Commission adjourned at 6:10 pm.

Submitted by:
Jilene Streit
Greg Nehring, Acting Chairman
(Meeting recorded)

To: Gary Edwards
From: Bill Beck
Date: July 28, 2015
Subject: Yard Waste Grinding #6

We have solicited bids for the grinding of yard waste. We received one bid for $42,320.00. I would like to recommend we accept this bid from Agricycle, Inc., Valley Park, MO for $42,320.00.

There is $60,000.00 in the budget to cover this project.

Thank you.

Pre-Council Agenda

Council Agenda

Pre-Council Agenda

Tabulation of Bids

Yard Waste Grinding #6
July 23, 2015 2:00 p.m.
Mayor's Conference Room

		Agricycle, Inc. 39 Old Elam Ave Valley Park, MO 63088	
Description	Unit	Unit Cost	Amount
Yard Waste Grinding at City of Sedalia Compost Facility - 27882 Hwy U, Sedalia, MO 65301	Per Site		$2,875.00
Yard Waste Grinding at City of Sedalia Yard Waste Drop Site - 1604 E. 28th Street, Sedalia, MO 65301	Per Site		$24,725.00
Yard Waste Grinding at City of Sedalia Temporary Yard Waste Drop Site - lot located south of 3100 S. New York, Sedalia, MO 65301			$5,175.00
Yard Waste Grinding at Tim's Tree Service - lot located south of 1505 N. Grand, Sedalia, MO 65301	Per Site		$9,545.00
TOTAL			**$42,320.00**
Anti-Collusion		YES	
Bid Bond		5% check in lieu of bid bond	
E-Verify		YES	

Council Agenda

To: Gary Edwards
From: Bill Beck
Date: July 28, 2015
Subject: Collection System Rehabilitation Phase 1A, Package 1, Change Order #2

I would like to recommend that change order #2 be approved for Collection System Rehabilitation Phase 1A, Package 1. This change order is for a contract price increase of $24,691.50, bringing the total contract price to $617,577.50.

This change order is for final quantity adjustments.

Thank you.

Pre-Council Agenda

Council Agenda

Change Order

No. 2

Date of Issuance: July 21, 2015 Effective Date: July 21, 2015

Project: Collection System Rehabilitation – Phase 1A	Owner: City of Sedalia	Owner's Contract No.: N/A
Contract: Base Bid – Bid Package No. 1		Date of Contract: 2/04/2015
Contractor: Kissick Construction Co.		Engineer's Project No.: 009-0827

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

Description: Final item list quantities are attached.

Attachments: (List documents supporting change): Change Order Backup

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$592,886.00

Increase/Decrease from previously approved Change Orders No. 0 to No. 1:

$0.00

Contract Price prior to this Change Order:

$592,886.00

Increase of this Change Order:

$24,691.50

Contract Price incorporating this Change Order:

$617,577.50

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): April 17, 2015

Ready for final payment (days or date): May 17, 2015

Increase/Decrease from previously approved Change Orders No. 0 to No. 1:

Substantial completion (days): 0 days

Ready for final payment (days): 0 days

Contract Times prior to this Change Order:

Substantial completion (days): April 17, 2015

Substantial completion (days): May 17, 2015

Increase/Decrease of this Change Order:

Substantial completion (days): 0 days

Substantial completion (days): 0 days

Contract Times with all approved Change Orders:

Substantial completion (days): April 17, 2015

Substantial completion (days): May 17, 2015

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: July 21, 2015

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Digitally signed by Dennis Richardson
DN: C=US, E=drichardson@kissickco.com, O=Kissick Construction Co Inc, CN=Dennis Richardson
Date: 2015.07.22 16:23:18-05'00'

Date: _____

Approved by Funding Agency (if applicable): _____

Date: _____

Pre-Council Agenda

Council Agenda

OLSSON ASSOCIATES

CHANGE ORDER BACKUP

No. 2

Date of Issuance: July 21, 2015

Effective Date: July 21, 2015

Project: Collection System Rehabilitation	Owner: City of Sedalia, MO	Owner's Contract No.: N/A
Contract: Base Bid for Bid Package No. 1		Date of Contract: February 4, 2015
Contractor: Kissick Construction Co.		Engineer's Project No.: 009-0827Q

You are directed to proceed promptly with the following change(s):

Item No.	Description
1.	Item quantities shall be updated with the following revisions highlighted in yellow:

BP No. 1 – ITEM LIST

	ITEM	Unit	Number Required	Unit Cost	Total Cost
1.	MOBILIZATION	LS	1	$28,000.00	$28,000.00
2.	DEMOLITION	LS	1	$10,000.00	$10,000.00
3.	4'-0" I.D. STD. MANHOLE (8' DEPTH)	EA	11	$6,700.00	$73,700.00
4.	5'-0" I.D. SHALLOW MANHOLE (6' DEPTH)	EA	1	$6,500.00	$6,500.00
5.	4'-0" I.D. MANHOLE EXTRA DEPTH	VF	31.27	$110.00	$3,439.70
6.	10" HDPE SDR-17 PIPE BURSTING	LF	1537	$115.00	$176,755.00
7.	16" HDPE SDR-17 PIPE BURSTING	LF	329	$215.00	$70,735.00
8.	RECONNECT SERVICE	EA	48	$3,120.00	$149,760.00
9.	TELEVISION INSPECTION (CCTV)	LF	582.50	$5.00	$2,912.50
10.	4" CONCRETE SIDEWALK REPLACEMENT	SF	22	$30.00	$660.00
11.	8" CONCRETE PAVEMENT REPLACEMENT	SY	425.93	$90.00	$38,333.70
12.	ASPHALT ALLEY REPLACEMENT	SY	790.32	$45.00	$35,564.40
13.	CURB AND GUTTER REPLACEMENT	LF	78.10	$80.00	$6,248.00
14.	4" GRAVEL DRIVEWAY	TONS	25.58	$40.00	$1,023.20
15.	EROSION & SEDIMENTATION CONTROL	LS	1	$4,000.00	$4,000.00
16.	TRAFFIC CONTROL	LS	1	$7,000.00	$7,000.00
17.	SEEDING	LS	0	$3,100.00	$0.00
18.	REMOVE & REPLACE 6' WOODEN FENCE	LF	0	$90.00	$0.00
19.	12" CMP Replacement	LS	1	$2946.00	$2946.00

Estimated change in Contract Price and Contract Times:

Contract Price $ 24,691.50 (increase)

Contract Time 0 days (increase/decrease)

Pre-Council Agenda

Council Agenda

To: Gary Edwards
From: Bill Beck
Date: July 28, 2015
Subject: Collection System Rehabilitation Phase 1A, Package 2, Change Order #3

I would like to recommend that change order #3 be approved for Collection System Rehabilitation Phase 1A, Package 2. This change order is for a contract price increase of $20,180.00, bringing the total contract price to $1,199,626.30.

This change order is necessary due to conditions found during construction. Additional essential repairs were found and some unanticipated problems were encountered during construction.

Thank you.

Pre-Council Agenda

Council Agenda

OLSSON ASSOCIATES

Change Order

No. 3

Date of Issuance: July 17, 2015 | Effective Date: July 17, 2015

Project: Collection System Rehabilitation – Phase 1A	Owner: City of Sedalia	Owner's Contract No.: N/A
Contract: Base Bid – Bid Package No. 2		Date of Contract: 03/13/15
Contractor: Spray Com Utilities, Inc.		Engineer's Project No.: 009-0827Q

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

Description: Install 1 – 4'-0" ID manhole at N5-68LHE; Delete 1 - 10" point repair, 1 - service reconnect, and 14 SY of commercial drive approach at 42-52' from N5-68 (-$1,940.00).

Install 1 - 18" Point Repair east of MH N5-15 ($7,150.00 / EA)

Asbestos Removal at Massachusetts Location ($2,970.00 LS)

Install 8" point repair at 242 ft from SEC6-1, Sheet 14.01; Install 8" point repair at 78' from SEC4-41, Sheet 14.03 ($12,000.00).

Attachments: Corresponding, executed Work Change Directive No. 2, 3, and 4

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$1,123,234.80

Increase from previously approved Change Orders No. 0 to No. 2:

$56,211.50

Contract Price prior to this Change Order:

$1,179,446.30

Increase of this Change Order:

$20,180.00

Contract Price incorporating this Change Order:

$1,199,626.30

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (date): November 10, 2015

Ready for final payment (date): December 9, 2015

Increase/Decrease from previously approved Change Orders No. 0 to No. 2:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (date): November 10, 2015

Ready for final payment (date): December 9, 2015

[Increase] [Decrease] of this Change Order:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times with all approved Change Orders:

Substantial completion (date): November 10, 2015

Ready for final payment (date): December 9, 2015

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Engineer (Authorized Signature)	By: Owner (Authorized Signature)	By: Contractor (Authorized Signature)
Date: July 17, 2015	Date:	Date: 7/17/15

Approved by Funding Agency (if applicable): _____ Date: _____

Pre-Council Agenda

Council Agenda

OLSSON ASSOCIATES

WORK CHANGE DIRECTIVE

No. 2

Date of Issuance: June 17, 2015 Effective Date: June 17, 2015

Project: Collection System Rehabilitation – Phase 1A	Owner: City of Sedalia, MO	Owner's Contract No.: N/A
Contract: Base Bid – Bid Package No. 2		Date of Contract: 03/13/2015
Contractor: Spray Com Utilities, Inc.		Engineer's Project No.: 009-0827Q

You are directed to proceed promptly with the following change(s):

Item No.	Description
1	Install 1 – 4'-0" ID manhole at N5-68LHE.
2	Delete 1 - 10" point repair, 1 - service reconnect, and 14 SY of commercial drive approach at 42-52' from N5-68.

Attachments (list documents supporting change):

Purpose for Work Change Directive:

☐ Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

☐ Nonagreement on pricing of proposed change.

☑ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price $ 1940.00 (decrease) Contract Time 0 days (increase)

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer:	Date 6/17/15
Authorized for Owner by: Kevin Lake	Date 6/22/15
Accepted for Contractor by: Danielle Tony	Date 6/23/15
Approved by Funding Agency (if applicable):	Date:

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Pre-Council Agenda

Council Agenda

OLSSON ASSOCIATES

WORK CHANGE DIRECTIVE

No. 3

Date of Issuance: June 24, 2015 Effective Date: June 24, 2015

Project: Collection System Rehabilitation – Phase 1A	Owner: City of Sedalia, MO	Owner's Contract No.: N/A
Contract: Base Bid – Bid Package No. 2		Date of Contract: 03/13/2015
Contractor: Spray Com Utilities, Inc.		Engineer's Project No.: 009-0827Q

You are directed to proceed promptly with the following change(s):

Item No.	Description
1	Install 1 - 18" Point Repair east of MH N5-15 ($7,150/EA)
2	Asbestos Removal at Massachusetts Location ($2970 LS)

Attachments (list documents supporting change):

Purpose for Work Change Directive:

☐ Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

☐ Nonagreement on pricing of proposed change.

☑ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price $ 10,120.00 (increase) Contract Time 0 days (increase)

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer:	Date 6/24/15
Authorized for Owner by: Denis Lake	Date 6/30/15
Accepted for Contractor by: Danielle Fore	Date 6/30/15
Approved by Funding Agency (if applicable):	Date:

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Pre-Council Agenda

Council Agenda

OLSSON ASSOCIATES

WORK CHANGE DIRECTIVE

No. 4

Date of Issuance: July 6, 2015 Effective Date: July 6, 2015

Project: Collection System Rehabilitation – Phase 1A	Owner: City of Sedalia, MO	Owner's Contract No.: N/A
Contract: Base Bid – Bid Package No. 2		Date of Contract: 03/13/2015
Contractor: Spray Com Utilities, Inc.		Engineer's Project No.: 009-0827Q

You are directed to proceed promptly with the following change(s):

Item No.	Description
1	Install 8" point repair at 242 ft from SEC6-1, Sheet 14.01
2	Install 8" point repair at 78' from SEC4-41, Sheet 14.03

Attachments (list documents supporting change):

Purpose for Work Change Directive:

☐ Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

☐ Nonagreement on pricing of proposed change.

☑ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price $ 12,000 (increase) Contract Time 0 days (increase)

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer:	Date 7/6/15
Authorized for Owner by:	Date 7/6/2015
Accepted for Contractor by:	Date 7/8/15
Approved by Funding Agency (if applicable):	Date:

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Pre-Council Agenda Council Agenda

To: Gary Edwards
From: Bill Beck
Date: July 29, 2015
Subject: Sidewalk Project 16th Street, Lamine to Ingram, Change Order #1

I would like to recommend that change order #1 be approved for The Sidewalk Project 16th Street, Lamine to Ingram. This change order is for a contract price decrease of $7,401.30, bringing the total contract price to $51,582.70.

This change order is for final quantity adjustments.

Thank you.

Pre-Council Agenda

Council Agenda

CHANGE ORDER

SHEET NO. (1) OF 1

SEQUENCE NO.: Change Order #1 (FINAL)

TO Poort Excavating CONTRACTOR

PROJECT NO.: 2015-01

YOU ARE HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGES FROM THE CONTRACT

1. DESCRIPTION AND REASON FOR CHANGE: (ATTACH SUPPLEMENTAL SHEETS IF REQUIRED)

Sidewalk Project: 16th Street Lamine to Ingram

2. ESTIMATE OF COST OF WORK AFFECTED BY THIS CHANGE ORDER.

(A) EST. LINE NO.	(B) ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
	1	4" Sidewalk with 4" Base Remove & Replace	4100	4301.3	201.3	$9.00	$1,811.70	
	2	6" Sidewalk at Driveways with 4" Base Remove & Replace	300	190	-110	$12.00		$(1,320.00)
	3	Truncated Domes	75	48	-27	$30		$(810.00)
	ALT #1	6" Driveways with 4" Base Remove & Replace	850	259.75	-590.25	$12.00		$(7,083.00)
							$1,811.70	$(9,213.00)

3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:

1. CONTRACT AMOUNT		$58,984.00
2. OVERRUN THIS ORDER (H-I)	$(7,401.30)	
3. OVERRUN PREVIOUS (LINES 4 ON PREV. ORDERS)	$0.00	
4. TOTAL OVERRUN TO DATE (2 + 3)		$(7,401.30)
5. TOTAL (1 + 4)		$51,582.70

4. COMMENTS:

Final quantity adjustments.

THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO.

Devin Lane — PROJECT ENGINEER SIGNATURE — DATE 7/28/2015

CONTRACTOR'S SIGNATURE — DATE 7/28/15

Rev. 3/23/01

Pre-Council Agenda

Council Agenda

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 30-132 OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI RELATING TO DISPOSAL OF UNCLAIMED PERSONAL PROPERTY IN THE SEDALIA POLICE DEPARTMENT.

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

Section 1. Section 30-132 of the Code of Ordinances of the City of Sedalia, Missouri is hereby amended to read as follows:

"Sec. 30-132. - Authority of police chief to dispose of unclaimed personal property, including but not limited to sell at public auction.

The police chief is hereby authorized to dispose of all unclaimed personal property, as he deems proper under the circumstances, including but not limited to sell at public auction except:

(1) Firearms; and
(2) Any property which may be evidence in a criminal prosecution."

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

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 3rd day of August, 2015.

_____
Presiding Officer of the Council

Approved by the Mayor of said City this 3rd day of August, 2015.

_____
Stephen J. Galliher, Mayor

ATTEST:

_____
Arlene Silvey, MPCC
City Clerk

Pre-Council Agenda

Council Agenda

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE RENUMBERING ARTICLE III OF CHAPTER 64 OF THE CITY'S CODE OF ORDINANCES, REGARDING PLANNED UNIT DEVELOPMENT (PUD), IN ITS ENTIRETY.

WHEREAS, in order to add an amendment to Article III of Chapter 64 of the City's Code of Ordinances, it is first necessary to renumber the code sections in Article III of Chapter 64 of said Code of Ordinances; and

WHEREAS, the only changes to the Article III as a result of this ordinance are the renumbering of the respective code sections therein.

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

Section 1.: Article III of Chapter 64 of the Code of Ordinances is hereby renumbered as follows:

"ARTICLE III. - PLANNED UNIT DEVELOPMENT (PUD)

Sec. 64-90. - Intent.

The planned unit development, hereinafter PUD, is designed to allow comprehensively planned projects which would provide innovative and imaginative approaches to urban design and land subdivision and development. The PUD is a process of developer and city negotiation, rather than a set of minimum requirements resulting in a standard land use product. It permits a flexibility of established land regulations as contained in the zoning districts and plat and subdivision regulation. When an area is developed under this article PUD, plat and subdivision requirements may be waived, zoning district requirements pertaining to area, height, spacing, and use may be waived or modified and various land use mixtures (both vertical and horizontal) may be permitted with appropriate application of building codes, screening, landscape buffers, and setback restrictions. In essence, the developer, with the review of a planning team and the approval of the city planning and zoning commission (hereinafter commission), may write their own rules for land subdivision and development of a planned unit. However, in no case shall the purpose of zoning and platting nor the intent of the district regulations be violated.
The use of the PUD should be focused on accomplishing the goals and principles outlined in the Sedalia Master Plan Chapter 4 Physical Development Pattern based upon the location of the proposed development. This is most critical when the proposed development is mixing residential densities; and/or residential, commercial and/or employment uses; and/or when it is located within the mixed-use centers and neighborhood centers.

Sec. 64-91. - Design standards.

The planned unit development shall be planned as integral units and may be residential, commercial, industrial, or a combination of land uses. When land uses are mixed, the PUD shall be designed to be compatible with adjacent areas. PUDs shall meet all zoning district requirements unless specifically addressed in the approved development plan, however, in no case shall a PUD be less than two acres in size, nor shall a PUD be less than five acres in size if commercial or industrial uses are included.

(1) Environmental design. Existing trees, groves, waterways, scenic points, historic spots, and other natural assets and landmarks shall be preserved whenever possible. The location of trees must be considered when designing open spaces and planning the location of buildings, underground services, walks, paved areas, playgrounds, parking areas, and finish grade levels. Excessive site clearing of topsoil, trees, and natural features will be discouraged. A general landscaping plan shall be required for all PUDs.

(2) Open space. Common open space will be encouraged for environmental amenity or collective enjoyment by occupants of the development.

(3) Building spacing. Each development shall provide reasonable visual and acoustical privacy for dwelling units. Fences, insulation, walks, barriers, and landscaping shall be used, as appropriate, for the protection and aesthetic enhancement of property and the privacy of its occupants, screening of objectionable views, or uses and reduction of noise. High-rise buildings shall be located within a PUD in such a way as to dissipate any adverse impact on adjoining low-rise buildings and shall not invade the privacy of the occupants of such low-rise buildings. Yard, setback, lot size, type of dwelling unit, height, frontage requirements, and use restrictions may be waivered for the PUD, provided that the spirit and intent of zoning are complied with in the total development plan, as determined by the commission. If topographical or other barriers within 50 feet of the perimeter of the development do not provide reasonable privacy for existing uses adjacent to the development, the commission shall impose either of the following requirements, or both:

(a) Structures located on the perimeter of the development must be set back in accordance with the provisions of the zoning district controlling the area within which the development is situated; and

(b) Structures located on the perimeter of the development must be well screened in a manner which is approved by the commission.

(4) Traffic circulation. Principal vehicular access points shall be designed to permit smooth traffic flow with controlled turning movements and minimum hazards to vehicular or pedestrian traffic. Minor streets within PUDs shall not be connected to local streets outside the development in such a way as to encourage their use by through traffic. The pedestrian circulation system and its related walkways shall be insulated completely and as reasonably as possible from the vehicular street system in

order to provide separation of pedestrian and vehicular movement. This shall include, when deemed to be necessary by the commission, pedestrian underpass or overpass in the vicinity of schools, playgrounds, local shopping areas, and other neighborhood uses which generate a considerable amount of pedestrian traffic. All nonresidential land uses within a PUD shall have direct access to a major street or frontage road, especially where large parking areas are included. Standards of design and construction for roadways, within PUDs may be modified as is deemed appropriate by the commission. Right-of-way width and street pavement widths may be reduced as deemed appropriate by the commission, especially where it is found that the plan for the PUD provides for the separation of vehicular and pedestrian circulation patterns and provides for adequate off-street parking facilities.

(5) Community services. PUD approvals shall not be granted unless such facilities as water lines, sanitary sewer lines, and major streets exist in sufficient quantity to serve the PUD without overloading or creating traffic along local streets in residential neighborhoods, or unless the developer is willing to install then at his own expense.

(6) Phase development. PUDs may be designed to be developed in phases. If the PUD is proposed in a residential zoning district, 20 percent of the total dwelling units must be physically constructed before any commercial use may begin construction.

Sec. 64-92. - Administration.

(a) Principal interests. A planned unit development should generally satisfy the requirements of final subdivision plats in the city and state statutes relating to the making and adopting of a city plan. The administration of a PUD involves the interaction and negotiation of three principal interests:

(1) Developer. The landowners or the representative of the landowners which is authorized to file a PUD application in their names and represent their interests in negotiating the terms of the PUD.

(2) Planning team. A review committee, chaired by the commission chairperson and composed of public works director, parks director, fire chief, police chief, and other professional or administrative personnel as requested by the commission. The planning team's function is to provide a review of the proposed PUD and make recommendations to maintain high quality planning standards to achieve a desirable urban environment.

(3) Commission. The city planning and zoning commission has many and varied functions to perform in PUD projects. They determine whether the PUD conforms with the adopted city plan and land regulations, conduct public hearings to receive citizen input, and negotiate the terms for acceptance for the PUD.

(b) Preconference. It is intended that the filing, review, negotiation, deliberation, and approval process for a PUD avoids confusion or undue hardships on either the developer,

planning team, or commission. The preconference is a joint informational meetings of the developer and planning team for their general review and understanding of the proposed PUD and the development policies of the city. Before filing any application for a PUD, the developer shall submit to the chairperson preliminary plans, maps, sketches, and basic site information. The chairperson shall arrange a joint meeting for consideration and advice as to the relation of the proposed PUD to general development and policies of the city. The general outline of the proposed PUD is to be presented, reviewed, and discussed with opinions, suggestions, and general recommendations given to inform and assist the developer. Suggestions made during the preconference are not legally binding but merely informed reaction to development proposals which should guide the developer in preliminary plans.

Sec. 64-93. - Preliminary development plan.

(a) Major substantive review stage. The preliminary development stage is the point at which major substantive review of the proposed PUD takes place. Recommendations are made on any necessary zoning changes or city plan revisions, and the citizens have a chance for a major response to the proposed development.

(b) Developer. The developer shall initiate the action or a PUD by filing, with the building official, the following:

(1) Fee. Filing fee in the amount set forth in the city's fee schedule.

(2) Documentation. Written documents as follows:

a. A legal description of the total site proposed for subdivision and/or development, including a statement of present and proposed ownership and present and proposed zoning.

b. A statement of planning objectives to be achieved by the PUD through the particular approach proposed by the developer. This statement should include a description of the character of the proposed development and the rationale behind the assumptions and choices made by the developer.

c. A development schedule indicating the approximate date when construction of the PUD or stages of the PUD can be expected to begin and be completed.

d. Quantitative data for the following: total number and type of dwelling units, parcel size or minimum parcel sizes, proposed lot coverage of buildings and structures, approximate gross and net residential densities, total amount of open space (including a separate figure for useable open space), total amount of nonresidential construction (including a separate figure for commercial or institutional facilities), and other studies as required by the planning team.

e. A copy of the proposed covenants, easements, and other provisions or land use restrictions proposed in the PUD.

(3) Site plan and supporting maps. A site plan and any maps necessary to show the major details of the proposed PUD shall contain the following information:

a. The existing site conditions including contours at two-foot to five-foot intervals, watercourse, floodplains (100-year flood elevations), unique natural features, and forest cover.

b. Proposed lot lines and plot designs. In industrial and commercial portions of a PUD, the requirements for final lot lines or plot plan may be waived, considering the general flexibility required by the subdivider or developer to size lots to meet needs of individual projects. However, if the requirement for lot lines is waived, then the PUD site plan and other appropriate written documents must address minimum lot sizes permissible.

c. The location and floor area size of all existing and proposed buildings, structures, and other improvements including maximum heights, types of dwelling units, density per type, and nonresidential structures (including commercial, industrial and public facilities).

d. The location and size in acres of square feet of all areas to be conveyed, and dedicated, or reserved as common open spaces, public parks, recreational areas, school sites, and similar public and semipublic uses.

e. The existing and proposed circulation system of arterial, collector, and local streets including off-street parking areas, service areas, loading areas, and major points of access to public rights-of-way (including major points of ingress and egress to the development).

f. The existing and proposed pedestrian circulation system, including its inter-relationship with the vehicular circulation system, indicating proposed treatments of points of conflict.

g. The existing and proposed utility systems including sanitary sewers, storm sewers, and water, electric, gas, and telephone lines.

h. A general landscape plan, indicating the treatment of materials used for private and common open spaces.

i. Enough information on land adjacent to the proposed PUD to indicate the relationships between the proposed development and existing and proposed adjacent areas, including land uses, zoning classifications, densities, circulation systems, public facilities, and unique natural features of the landscape.

j. The proposed treatment of the perimeter of the PUD including materials and techniques used such as screens, fences, and walls.

k. Any additional information as required by the planning team necessary to evaluate the character and impact of the proposed PUD.

(c) Planning team. After the developer has initiated action by filing the proposed PUD with the building official, the planning team has 30 days to review the PUD in detail, then convey their findings and recommendations in writing to the commission.

(d) Commission. The commission shall take the following actions:

(1) Determine if the proposed PUD is in conformance with the intent of this chapter and the purposes of chapter 52, pertaining to plat and subdivision regulations.

(2) Conduct a public hearing, then consider the concerns the local citizens have expressed relating to the proposed PUD.

(3) Review the recommendations of the planning team and negotiate or arbitrate the differences between the developer, planning team, or local citizens.

(4) Determine if the PUD is in conformance with the adopted city plan.

(5) After weighing all the evidence, the commission shall either approve the PUD as presented, approve the PUD subject to certain specified modifications, or disapprove the PUD. If the PUD is approved and a zoning change is required, the PUD shall be presented at the next regularly scheduled city council meeting for council approval or disapproval. If the PUD is approved subject to modifications, no zoning change actions shall occur until after final development plans have been approved.

Sec. 64-94. - Final development plan.

(a) Filing time limit. If the developer fails to apply for final approval within one year following the approval of the preliminary development plan, the approval shall be deemed to be null and void. At its discretion and for good cause, the commission may extend for six months the period for filing of the final development plan.

(b) Final review. The final development plan shall be filed with the building official and sent to the planning team for review. The planning team shall within 30 days of filing with the building official determine that the final development plan does not vary substantially from the previously approved preliminary development plan and that all new information provided is in compliance with the ordinances requirements.

(c) Commission action. The final development plan shall then be sent to the commission for final approval and appropriate changes in the zoning map and city plan shall be completed. If the commission does not approve a final development plan, their specific reasons for disapproval shall be stated in writing and made part of the public record, as well as presented to the developer.

(d) Acceptance and recording. After commission approval, the PUD shall be sent with a recommendation to the city council for acceptance of streets, easements, public ways, public areas, and official recording in the county recorder's office. A performance bond may be required by the council for the construction of all public improvements including streets, utilities, and public areas. Following the council's formal acceptance and recording, engineering and/or building permits may be issued and construction may begin.

(e) Failure. If the developer does not substantially complete the PUD, or any stage of the planned unit development, within the time limits proposed by the construction schedule, the commission shall review the PUD and may recommend that the time for completion be extended, that the PUD be amended, or that the approval be revoked and a new precise plan shall be required for any further development on subject property. If the developer has not begun development with the time limits imposed by the construction schedule, the approved and accepted PUD shall be considered null and void. Any zoning changes which resulted from the PUD approval shall automatically revert back to the original districts.

(f) Changes. Minor changes in the location, siting, and height of buildings and structures or the position of lot lines so long as the new lot lines do not violate minimum lot sizes permitted by the zoning classification or subdivision/development plan, may be authorized by the commission and city council without additional public hearings if required by engineering or other circumstances not foreseen at the time the final plan was approved. No change authorized by this subsection may cause any of the following:

(1) A change in the use or character of the development;

(2) An increase in the problems of traffic circulation or public utilities;

(3) A reduction in approved open space;

(4) A reduction of off-street parking and loading space; or

(5) A reduction in required pavement width.

All other changes in use, or any changes in the provision of common open spaces and changes other than listed in this subsection, must be made by the city council after report of the planning team and recommendations by the commission. Such amendments may be made only if they are shown to be required by changes in conditions that have occurred since the final plan was approved or by changes in community policy. Any changes which are approved in the final plan must be recorded as amendments in accordance with the procedure established for recording of the initial final plan documents.

Secs. 64-95—64-102. - Reserved."

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 3rd day of August, 2015.

_____
Presiding Officer of the Council

Approved by the Mayor of said City this 3rd day of August, 2015.

_____
Stephen J. Galliher, Mayor

ATTEST:

_____
Arlene Silvey, MPCC
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADDING SECTIONS 64-50 TO 64- 72 TO ARTICLE II OF CHAPTER 64 OF THE CITY'S CODE OF ORDINANCES, REGARDING CERTIFIED LOCAL GOVERNMENT AND ADDING DIVISION 14, SECTION 2- 685 ESTABLISHING THE SEDALIA HISTORIC PRESERVATION COMMISSION.

WHEREAS, the Council of the City of Sedalia, Missouri determines that it would serve the public's interest and be beneficial for the City of Sedalia and its citizens to establish a certified local government and a historic preservation commission for the reasons espoused hereafter.

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

Section 1. The Planning and Zoning Commission of the City of Sedalia, Missouri, has recommended by a vote of 8-yes, 0-no that the following ordinance establishing a certified local government and a historic preservation commission be adopted by the City Council for the City of Sedalia, Missouri. This recommendation was made after publication of notice as required by the ordinances of the City of Sedalia, Missouri and the laws of the State of Missouri, a public hearing on July 22, 2015 to consider the ordinance, and upon the hearing, review and examination of said ordinance by the said Planning and Zoning Commission.

Section 2. Sections 64-50 through and including 64-72 are hereby added to Article II of Chapter 64 of the City's Code of Ordinances, as follows:

"Section 64-50: Purpose and intent.

The City Council finds and declares as a matter of public policy that it is the intent of this Section to:

1. Preserve and protect those structures, buildings and improvements which reflect significant elements of the City of Sedalia's cultural, artistic, engineering, historic or other heritage;

2. Promote and protect the public health, safety and general welfare of the citizens of the City, including orderly development and coordination of municipal growth and services;

3. Minimize visual blight, avoid demolition by neglect and inappropriate and poor quality of design; and

4. Recognize that historic construction methods differ from today's building standards and require ongoing maintenance for structural integrity; and

5. Promote and encourage continued private ownership and use of buildings and other structures to further the objectives of this Chapter.

6. Foster civic pride in the beauty and accomplishments of the past;

7. Promote the use and perpetuation of significant structures within the historic district for the education, stimulation and welfare of the people of the City;

8. Develop and maintain appropriate settings and environments for structures within the historic district;

9. Preserve and encourage harmonious architectural styles, reflecting the City's distinct phases of its history;

10. Foster knowledge of the living heritage of the past.

Section 64-51: Definitions

As used in this Chapter, the following terms shall have these prescribed meanings:

ALTERATION: Any act or process that changes one (1) or more of the exterior architectural features of a structure including, but not limited to, the erection, construction, reconstruction or removal of any structure.

AREA: A specific geographic division of the City of Sedalia.

BOARD OF ADJUSTMENT: The Board established pursuant to Section 2-681 of this Code.

CERTIFICATE OF APPROPRIATENESS: A certificate issued by the SHPC indicating its review of plans for alteration, construction, removal or demolition of a landmark or of a structure within a historic district.

COMMISSIONERS: Members of the Sedalia Historic Preservation Commission (SHPC).

CONSTRUCTION: The act of adding to an existing structure or the erection of a new principal or accessory structure on a lot or property.

COUNCIL: The City Council of the City of Sedalia.

DEMOLITION: Any act or process which destroys, in part or in whole, a landmark or a structure within a historic district or which threatens to destroy a landmark or a structure within a historic district by failure to maintain it in a condition of good repair and maintenance.

DESIGN GUIDELINE: A standard of appropriate activity that will preserve the historic and architectural character of a structure or area.

EXTERIOR ARCHITECTURAL APPEARANCE: The architectural character and general composition of the exterior of a structure including, but not limited to, the kind, color and texture of the building material and the type, design and character of all windows, doors, light fixtures, signs and appurtenant elements.
HISTORIC DISTRICT: An area designated by ordinance of the City Council and which may contain within definable geographic boundaries individual landmarks as well as other properties or structures which, while not of such historic and/or architectural significance to be designated as landmarks, nevertheless contribute to the overall visual characteristics and historical significance of the designated area. The historic district is defined by the historic district map.

LANDMARK: A property or structure designated as a "landmark" by ordinance of the City Council, pursuant to procedures prescribed herein, which is worthy of rehabilitation, restoration and preservation because of its historic and/or architectural significance to the City of Sedalia.

MINIMUM MAINTENANCE: The minimum regulations governing the conditions and maintenance of all existing structures, as set out in the 2006 Property Maintenance Code for the City of Sedalia as such existing structures code shall be amended from time to time by the City of Sedalia.

OWNER OF RECORD: The person, corporation or other legal entity listed as owner on the records of the County Recorder of Deeds.

PLANNING AND ZONING COMMISSION: The City of Sedalia Planning and Zoning Commission.

PUBLIC IMPROVEMENT PROJECT: An action by the City of Sedalia or any of its departments or agencies involving major modification or replacement of streets, sidewalks, curbs, street lights, street or sidewalk furniture, landscaping or other portions of the public infrastructure servicing commercial, residential or industrial development.

REMOVAL: Any relocation of a structure on its site or to another site.

REPAIR: Any change that is not construction, removal or alteration.

SHPC: The Sedalia Historic Preservation Commission.

STOP WORK ORDER: An order of the SHPC directing an owner, occupant, contractor or subcontractor to halt an action for which a certification of appropriateness is required and notifying the owner, occupant, contractor or subcontractor of the application process for a certification of appropriateness.

STRUCTURE: Anything constructed or erected, the use of which requires permanent or temporary location on or in the ground including, but without limiting the generality of the foregoing, buildings, fences, gazebos, advertising signs, billboards, backstops for tennis courts, radio and television antennae and towers and swimming pools.

Section 64-52: Surveys and research.

The SHPC shall undertake an ongoing survey and research effort in the City of Sedalia to identify neighborhoods, areas, sites, structures and objects which have historic, community, architectural or aesthetic importance, interest or value. As part of the survey, the SHPC shall review and evaluate any prior surveys and studies by any unit of government or private organization and compile appropriate descriptions, facts and photographs. Before the SHPC shall on its own initiative nominate any landmark for designation, it shall develop a plan and schedule for completing a survey of the City of Sedalia to identify potential landmarks. The SHPC shall then systematically identify potential landmarks and adopt procedures to nominate them in groups based upon the following criteria:

1. The potential landmarks in one (1) identifiable neighborhood or distinct geographical area of the City of Sedalia.

2. The potential landmarks associated with a particular person, event or historical period.

3. The potential landmarks of a particular architectural style or school or of a particular architect, engineer, builder, designer or craftsman.

4. Such other criteria as may be adopted by the SHPC to assure systematic survey and nomination of all potential landmarks within the City of Sedalia.

Section 64-53: Nomination of landmarks and historic districts.

A. *General.* Nominations shall be made to the SHPC on a form prepared by the Commission and may be submitted by a member of the SHPC, the owner of record of the nominated property or structures or the City Council.

B. *Criteria for Designation Of Nomination.* The SHPC shall, upon such investigation as it deems necessary, make a determination as to whether a nominated property, structure or area meets one (1) or more of the following criteria:

1. Its character, interest or value as part of the development, heritage or cultural characteristics of the community, County, State or country.

2. Its location as a site of a significant local, County, State or national event.

3. Its identification with a person or persons who significantly contributed to the development of the community, County, State or country.

4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction or use of indigenous materials.

5. Its identification as the work of a master builder, designer, architect or landscape architect whose individual work has influenced the development of the community, County, State or country.

6. Its embodiment of elements of design, detailing, materials or craftsmanship which renders it architecturally significant.

7. Its embodiment of design elements that make it structurally or architecturally innovative.

8. Its unique location or singular physical characteristics that make it an established or familiar visual feature of the neighborhood, community or City, or the fact that it has yielded or may be likely to yield information important in history.

9. Its character as a particularly fine or unique example of a utilitarian structure including, but not limited to, farmhouses, gas stations or other commercial structures with a high level of integrity or architectural significance.

10. Its suitability for preservation or restoration.

11. A copy of the foregoing Criteria for Designation of Landmarks and Historic Districts shall be made available to the public upon request at the office of the Community Development Director.

Section 64-54: Report and recommendation of SHPC.

The SHPC shall, within forty-five (45) days from receipt of a completed nomination in proper form, adopt by resolution a recommendation stating whether or not the nominated landmark or historic district meets the criteria for designation in Section **64-53**. The resolution shall be accompanied by a report to the Planning and Zoning Commission containing the following information:

1. Explanation of the significance or lack of significance of the nominated landmark or historic district as it relates to the criteria for designation.

2. Explanation of the integrity or lack of integrity of the nominated landmark or historic district.

3. In the case of a nominated landmark found to meet the criteria for designation:

   a. The significant exterior architectural features of the nominated landmark that should be protected.

   b. The types of construction, alteration, demolition and removal, other than those requiring a building or demolition permit, which should be reviewed for a certificate of appropriateness.

4. In the case of a nominated historic district found to meet the criteria for designation:

   a. The types of significant exterior architectural features of the structures within the nominated historic district that should be protected.

   b. The types of alterations and demolitions that should be reviewed for a certificate of appropriateness.

5. Proposed design guidelines, including minimum maintenance requirements, for applying the criteria for review of certificates of appropriateness to the nominated landmark or historic district.

6. The relationship of the nominated landmark or historic district to the ongoing effort of the SHPC to identify and nominate all potential areas and structures that meet the criteria for designation.

7. Any initial recommendation as to appropriate permitted uses, special uses, height and area regulations, minimum dwelling size, floor area, sign regulations and parking regulations necessary or appropriate to the preservation of the nominated landmark or historic district.

8. A map showing the location of the nominated landmark and the boundaries of the nominated historic district.

9. The recommendation and report of the SHPC shall be sent to the Planning and Zoning Commission within seven (7) days following the vote on the resolution and shall be available to the public at the offices of the Community Development Director.

Section 64-55: Notification of nomination.

The Planning and Zoning Commission shall schedule and hold a meeting on the nomination following receipt of a report and recommendation from the SHPC as to whether or not a nominated historic district meets the criteria for designation. The meeting shall be scheduled, held and conducted in the same manner as other meetings to consider applications for Zoning Map amendments or ordinance amendments. Notice of the date, time, place and purpose of the meeting and a copy of the completed

nomination form and designation criteria shall be sent by regular mail to the owner(s) of record and to the nominators.

Section 64-56: Determination by the Planning and Zoning Commission.

Within sixty (60) days following the close of the meeting of the Planning and Zoning Commission, the Planning and Zoning Commission shall make a determination upon the evidence as to whether or not the nominated landmark or historic district meets the criteria for designation. Such a determination shall be made upon a motion and vote of the Planning and Zoning Commission and shall be accompanied by a report to the City Council stating the findings of the Planning and Zoning Commission concerning the relationship between the criteria for designation described in Section 64-53 and the nominated landmark or historic district and all other information required by Section 64-54.

Section 64-57: Notification of determination.

Notice of the determination of the Planning and Zoning Commission, including a copy of the report, shall be sent by regular mail to the owner(s) of record of a nominated landmark and owners of all property within a nominated historic district and to the nominator within seven (7) days following a determination of the Planning and Zoning Commission as to whether or not the nominated landmark or historic district meets the criteria for designation, a copy of the resolution and report accompanied by a recommendation as to whether or not the nominated landmark or historic district shall be designated shall be sent to the City Council.)

Section 64-58: Action by city council.

A. The City Council shall, within sixty (60) days after receiving the report and recommendation from the Planning and Zoning Commission, either reject the proposed designation or designate the landmark or historic district by an ordinance. The City Council shall hold a public hearing before enacting the ordinance and provide notice and take testimony in the same manner as provided in Section 64-55. Any ordinance shall be accompanied by a written statement explaining the reasons for the action of the City Council.

B. After the public hearing, the City Clerk shall provide written notification of the action of the City Council by regular mail to the nominator, the owner(s) of record of the nominated landmark or of all property within a nominated historic district. The notice shall include a copy of the designation ordinance or resolution passed by the City Council and shall be sent within seven (7) days of the City Council action. A copy of each designation ordinance shall be sent to the SHPC, the Planning and Zoning Commission and the Community Development Director.

Section 64-59: Appeal.

A determination by the City Council as to whether or not to designate a property as a landmark or historic district shall be a final administrative decision, as that term is defined in Chapter 536 RSMo.

Section 64-60: The designation ordinance.

Upon designation, the landmark or historic district shall receive the supplemental classification "H" for historic district and the designating ordinance shall prescribe the significant exterior architectural features; the types of construction, alteration, demolition and removal other than those requiring a building or demolition permit that should be submitted for review, the design guidelines, including minimum maintenance standards, for applying the criteria for certificate of appropriateness; permitted uses; special

uses; height and area regulations; minimum dwelling size; floor area; sign regulation and parking regulations. The official Zoning Map of the City of Sedalia shall be amended to show the boundaries of the supplemental zoning designation. Any designation of an area as a "historic district" shall be regarded as a supplemental zoning designation and shall not affect in any way the underlying zoning designation as provided in other Chapters of this Code.

Section 64-61: Amendment and rescission of designation.

Designation may be amended or rescinded upon petition to the SHPC and compliance with the same procedure and according to the same criteria set forth herein for designation.

Section 64-62: Certificate of appropriateness – scope.

A. This Chapter shall establish a mandatory design review for all developments located within a historic district as depicted on the Historic District Map.

B. The Historic District Map and all the notations, references and other information shown thereon are a part of this Chapter and shall have the same force and effect as if such map and all the notations, references and other information shown thereon were all fully set forth or described herein, which Historic District Map is properly attested and is on file with the City Clerk.

Section 64-63: Design review

A. *Municipal Improvements.* City Officials charged with design responsibility for any municipal improvement, structure or sign within the historic district shall hold preliminary discussions on the proposed project with the SHPC to obtain its preliminary recommendations with respect to environmental, historic, architectural, aesthetic and design considerations of the project. The SHPC shall review municipal improvements at the completions of the design development phase and construction document phase or at any other time it deems necessary to further the purposes of this Chapter. Any significant deviations from a plan approved by the SHPC shall be resubmitted to the SHPC for its further review and recommendation. The SHPC's recommendations on municipal improvements shall not be binding upon the City, but shall be considered in the decisions of City Officials and the City Council.

B. *Requirement.* No person shall begin or substantially change any development subject to review under this Chapter without first obtaining design review by the SHPC and obtaining a certificate of appropriateness or, in the case of demolition, a waiver as a result of review.

C. *Permits.* No City permit or approval shall be issued for any development for projects requiring SHPC review without first obtaining design review by the SHPC and obtaining a certificate of appropriateness or, in the case of demolition, a waiver as a result of review.

D. *Demolition.* No demolition of any building or structure subject to review under this Chapter shall begin without first obtaining design review by the SHPC of the proposed replacement development and obtaining a certificate of appropriateness. In the event the applicant has not determined a replacement development, the SHPC may, after reviewing the effects of the demolition, issue a waiver of design review prior to demolition if it finds that the proposed demolition prior to design review would not be detrimental to the purposes of this Chapter. In the event of a finding by the City of an unsafe condition, an abatement order may be issued by the City without compliance with this Subsection; provided, that all reasonable efforts have first been made to preserve and correct unsafe conditions rather than damage or demolish valuable buildings, structures or objects.

Section 64-64: Exemptions.

The following activities do not require a certificate of appropriateness or review by the SHPC:

1. Ordinary repair or maintenance (to include painting).

2. Emergency repairs.

3. Interior remodeling or interior decoration.

4. Exterior facade improvements on structures located outside of the historic district.

Section 64-65: Certificate of appropriateness required.

The following activities require a certificate of appropriateness or review by the SHPC:

1. Exterior facade improvements on all structures located within the historic district.

2. All new construction to include primary and accessory structures within the locally designated Historic Districts on the Historic District Map.

Section 64-66: Design review -- not binding on applicant.

The recommendations of the SHPC set forth in a certificate of appropriateness shall be advisory only and shall not be binding on the applicant or any other person; provided however, that the applicant may, at his/her option, agree to certain binding conditions contained therein in the course of approval of a variance, special use permit or other City approval related to the development.

Section 64-67: Pre-application review as optional.

Prior to submitting an application for design review and/or building permit, any person proposing a development which is subject to review under this Chapter may submit the plans required in Section 64-68 in preliminary or sketch form so that the comments and advice of the SHPC may be incorporated into the plans submitted for application. Such pre-application consultations are encouraged to assist project proponents to achieve the best possible development and to facilitate timely review of the proposal whenever an application is made on the project.

Section 64-68: Design review – application.

A. Applications for design review shall be submitted to the SHPC at the Community Development Department and shall consist of a completed application on a form prescribed by the SHPC, accompanied by a site plan showing the location of the building or buildings, parking, exterior lighting, signs and landscaping; exterior elevations of the front and side with a description of the type and finished color or exterior siding, windows and roofing to be used; detailed drawings of architectural features, signs and trim; historic and "as is" photographs of the subject building or site and adjacent structures. All diagrams shall be drawn to scale. The SHPC may request additional information necessary for their review and recommendation.

B. Applications for a special use permit or variance pursuant to other parts of this Chapter shall submit their plans for review and recommendation to the SHPC at least fifteen (15) days prior to the first (1st) hearing scheduled on the proposed development.)

Section 64-69: Design review – process.

A. Upon receipt of a completed application for review, the Community Development Department shall notify the SHPC and forward the application to its members.

B. The SHPC shall set a public meeting time and place as soon as possible to review the application according to the design review standards established pursuant to 64-70. The SHPC shall request the applicant and may request any design professionals assisting the applicant to attend the meeting. If the applicant or the applicant's representative fails to attend the meeting, an alternate meeting shall be scheduled by the SHPC within thirty (30) days of the initial meeting; provided that in such event, the thirty (30) day review period prescribed in Subsection (E) of this Section shall not commence from the date of the application but shall instead commence on the date to which the meeting on the subject application is continued. Failure of the applicant or the applicant's representative to attend either the initial or continued meeting set for review of the application shall constitute a failure of the application requirements and no permits shall be granted by the City on the project unless and until the applicant has reapplied for review and obtained a certificate of appropriateness pursuant to this Chapter.

C. The SHPC may, in the execution of its review, assign any portion of the review of any application to any member or committee of the SHPC; provided that final action to issue a certificate of appropriateness shall be made by a majority vote of the members present.

D. Upon receipt of an application for a permit for development subject to review under this Chapter, the Chief Building Official shall:

1. Inform the applicant of the review requirements;

2. Report receipt of the application to the SHPC;

3. Assist the SHPC in considering building, zoning, sign and fire code requirements which may apply to the proposed development; and

4. Shall not issue any such permit until a certificate of appropriateness has been obtained.

E. Unless an extension is authorized by the applicant, the SHPC shall complete its review within thirty (30) days of receipt of a complete application. In the event the SHPC fails to issue a certificate of appropriateness within such period, a certificate of appropriateness shall be deemed to have been issued without recommendation as if the SHPC had so acted.

Section 64-70: Design review -- standards and guidelines.

A. Design guidelines for review of applications for certificates of appropriateness shall, at a minimum, include the following architectural criteria:

1. *Height.* The height of any proposed alteration or construction should be compatible with the style and character of the landmark and with surrounding structures in a historic district.

2. *Proportions of windows and doors.* The proportions and relationships between doors and windows should be compatible with the architectural style and character of the landmark and with surrounding structures within a historic district.

3. *Relationship of building masses and spaces.* The relationship of a structure within a historic district to the open space between it and adjoining structures should be compatible.

4. *Roof shape.* The design of the roof should be compatible with the architectural style and character of the landmarks and surrounding structures in a historic district.

5. *Landscaping.* Landscaping should be compatible with the architectural character and appearance of the landmark and of surrounding structures and landscapes in historic districts.

6. *Scale.* The scale of the structure after alteration, construction or partial demolition should be compatible with its architectural style and character and with surrounding structures in a historic district.

7. *Directional expression.* Facades in historic districts should blend with other structures with regard to directional expression. Structures in a historic district should be compatible with the dominant horizontal or vertical expression of surrounding structures. The directional expression of a landmark after alterations, construction or partial demolition should be compatible with its original architectural style and character.

8. *Architectural details.* Architectural details including materials, colors and textures should be treated so as to make a landmark compatible with its original character of significant architectural style and to preserve and enhance the landmark or historic district.

9. *Signage.* The character of signs should be in keeping with the historic or architectural character of a landmark or historic district. Character of a sign includes the number, size, area, scale, location, type (e.g., off-site advertising signs and on-site business signs), letter size or style and intensity and type of illumination.

10. *Minimum maintenance.* Significant exterior architectural features should be kept in a condition of good repair and maintenance. All structural and mechanical systems should be maintained in a condition and state of repair that will prevent decay, deterioration or damage to significant architectural features or otherwise adversely affect the historic or architectural character of structures within a historic district.

11. *Guidelines available to the Public.* A copy of the foregoing design review guidelines shall be made available to the public upon request at the office of the Community Development Director.

B. In its review of proposals which are subject to this Chapter, the SHPC shall be guided by the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (revised 1983) including, but not necessarily limited to, the following standards for rehabilitation set forth therein:

1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure or site and its environment or to use a property for its originally intended use.

2. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.

3. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material and such design is compatible with the size, scale, color, material and character of the property, neighborhood or environment.

4. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

5. All buildings, structures and sites shall be recognized as products of their own time. Alterations that have no historic basis and which seek to create an earlier appearance shall be discouraged.

6. Changes which may have taken place in the course of time are evidence of the history and development of a building. These changes may have acquired significance in their own right and this significance shall be recognized and respected.

7. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure or site shall be treated with sensitivity.

8. Distinctive architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.

9. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.

10. Every reasonable effort shall be made to protect and preserve archaeological resources affected by or adjacent to any project.

C. In addition, the SHPC may also from time to time adopt by rule additional or modified standards and guidelines as authorized by the City Council as provided in this Chapter.

Section 64-71: Certificate of appropriateness.

Whenever the SHPC has completed its review, it shall issue a certificate of appropriateness on form prescribed by the SHPC. The certificate of appropriateness shall include, but not necessarily be limited to, the following information: the name of the applicant, the date the certificate is issued, the location of the proposed development, a brief narrative description of the development, specific reference to any and all plans submitted by the applicant, whether or not the SHPC finds the proposed development to be contributing to the historic district and any and all specific design recommendations made by the SHPC on the application.

Section 64-72: Effect of review on other approvals.

A. Issuance of a certificate of appropriateness by the SHPC does not constitute or imply approval of any other permit or approval which may be required for the development.

B. No provision of this Chapter shall be interpreted as limiting the authority of the hearings body or decision-making body to impose conditions as authorized elsewhere in this Code.

C. Properties subject to review pursuant to this Chapter shall be subject to the provisions set forth in this Chapter, as well as the bulk use, setback and other provisions of the zoning district in which they are located. Nothing contained in this Chapter shall be construed to repeal, modify or waive any applicable provisions of State or local laws, rules, regulations or ordinances.

D. Neither the SHPC nor its members are delegated any executive or legislative power, authority or responsibility.

Secs. 64-73—64-89. – Reserved."

Section 3. Division 14 of Article VI of Chapter 2 of the City's Code of Ordinances, Section 2-685 is hereby added, as follows:

"Section 2-685: Historic Preservation Commission.

A. *Composition of Historic Preservation Commission.* The Sedalia Historic Preservation Commission shall consist of five (5) members, all of whom shall be residents of the City of Sedalia, all of whom shall be appointed by the Mayor and approved by the City Council. The Mayor shall make every reasonable effort to appoint persons with a demonstrated interest in the historical preservation of the City of Sedalia. To the extent available in the community, the Sedalia Historic Preservation Commission shall include professional members representing such disciplines as architecture, architectural history, history, archeology, planning, urban design, cultural geography or any other fields related to historic preservation.

B. *Terms.* The term of office of the members of the SHPC shall be for three (3) years, excepting that the membership of the first (1st) SHPC appointed shall serve respectively for terms of one (1) for one (1) year; two (2) for two (2) years; and two (2) for three (3) years. Vacancies shall be filled by appointment of the mayor and approval of City Council within 60 days of the date of its occurrence. After the initial commissioners' appointments, the terms shall commence as of August 1st and run through July 31st for said three year period.

C. *Compensation.* The citizen members shall serve without compensation.

D. *Officers.* Officers shall consist of a Chairman and a Vice Chairman elected by the SHPC, who shall serve a term of one (1) year and shall be eligible for re-election. The Chairman shall preside over meetings. In the absence of the Chairman, the Vice Chairman shall perform the duties of the Chairman. If both are absent, a temporary Chairman shall be elected by those present. The officers shall assure that the following duties of the SHPC are performed.

1. Preparation of minutes of each SHPC meeting.

2. Publication and distribution of copies of the minutes, reports and recommendations of the SHPC to the members of the SHPC.

3. Provision of notice as required herein or by law for all public hearings conducted by the SHPC.

4. Notification to the Mayor of vacancies on the SHPC and expiring terms of members; and

5. Preparation and submission to the City Council of a complete record of the proceedings before the SHPC on any matter requiring City Council consideration.

E. *Meetings.* Meetings shall be held at regularly scheduled times at a minimum of at least quarterly as established by resolution of the SHPC at the beginning of each calendar year or at any time upon the call of the Chairman. A quorum of the SHPC shall consist of at least three (3) members. All decisions or actions of the SHPC shall be made by a majority vote of those members present and voting at any meeting where a quorum exists.

No member of the SHPC shall vote on any matter which may materially or apparently affect the property, income or business interest of that member. No action shall be taken by the Commission which could in any manner deprive or restrict the owner of a property in its use, modification, maintenance, disposition or demolition until such owner shall first have had the opportunity to be heard at public meeting of the SHPC as provided herein. The Chairman, and in his absence the Acting Chairman, may administer oaths and compel the attendance of witnesses. All meetings of the SHPC shall be open to the public. The SHPC shall keep minutes of its proceedings, showing the vote, indicating such fact and shall be immediately filed in the office of the Community Development Director and shall be a public record.

F. *Funding.* The City Council shall annually appropriate funds, within budget limitations, for the operation of the SHPC. The SHPC may, with the consent of the City Council, apply for, receive or expend any Federal, State or private grant, grant-in-aid, gift or bequest in furtherance of the general purposes of this Chapter.

G. *Powers And Duties.* The SHPC shall have the following powers and duties:

1. To adopt its own procedural regulations, provided that such regulations are consistent with this Chapter and the Revised Statutes of the State of Missouri.

2. To conduct an ongoing survey to identify historically and architecturally significant properties, structures and areas that exemplify the cultural, social, economic, political or architectural history of the nation, State or City.

3. To investigate and recommend to the Planning and Zoning Commission and to the City Council the adoption of ordinances designating properties or structures having special historic, community or architectural value as "landmarks".

4. To investigate and recommend to the Planning and Zoning Commission and to the City Council the adoption of ordinances designating areas as having special historic, community or architectural value as "historic districts".

5. To keep a register of all properties and structures which have been designated as landmarks or historic districts, including all information required for each designation.

6. To confer recognition upon the owners of landmarks and property or structures within historic districts by means of certificates, plaques or markers and to make recommendations for the design and implementation of specific markings of the streets and routes leading from one landmark or historic district to another.

7. To advise and assist owners of landmarks and property or structures within historic districts on physical and financial aspects of preservation, renovation, rehabilitation and reuse and on procedures for inclusion on the National Register of Historic Places.

8. To nominate landmarks and historic districts to the National Register of Historic Places and to review and comment on any National Register nominations submitted to the SHPC upon request of the Mayor or Council.

9. To inform and educate the citizens of Sedalia concerning the historic and architectural heritage of the City by publishing appropriate maps, newsletters, brochures and pamphlets and by holding programs and seminars.

10. To hold all meetings or public hearings specified in this Chapter, to review applications for construction, alteration, removal or demolition affecting proposed or designated landmarks or structures within historic districts and to issue certificates of appropriateness for such actions.

11. To issue stop work orders for any construction, alteration, removal or demolition undertaken without a certificate of appropriateness.

12. To develop minimum safety standards for the alteration, construction or removal of landmarks or property and structures within historic districts. These standards are specific to roof, foundation, mortar and brick, openings, joists and other structural integrity components of a building.

13. To review proposed zoning amendments, applications for special use permits or applications for zoning variances that affect proposed or designated landmarks and historic districts. The Community Development Director shall send applications for special use or zoning variations to the SHPC for comment at least fifteen (15) days prior to the date of the hearing by the Planning and Zoning Commission.

14. To administer on behalf of the City of Sedalia any property or full or partial interest in real property, including easements, which the City of Sedalia may accept as a gift or otherwise acquire, upon authorization and approval by the City Council.

15. To make recommendations to the City Council concerning the application for and utilization of any Federal, State or private grant, grant-in-aid, gift or bequest furthering the general purposes of this Chapter.

16. To make recommendations to the City Council concerning budgetary appropriations to further the general purposes of this Chapter.

17. To call upon available City staff members as well as other experts for technical advice.

18. To retain such specialists or consultants or to appoint such citizen advisory committees as may be required from time to time.

19. To testify before all boards and commissions, including the Planning and Zoning Commission, on any matter affecting historically and architecturally significant property, structures and areas.

20. To develop a preservation component in the Master Plan of the City of Sedalia and to recommend it to the Planning and Zoning Commission and to the City Council.

21. To periodically review the Sedalia zoning ordinance and to recommend to the Planning and Zoning Commission and the City Council any amendments appropriate for the protection and continued use of landmarks or property and structures within historic districts.

22. To undertake any other action or activity necessary or appropriate to the implementation of the purpose of this Chapter.

Secs. 2-686 to 2-707. – Reserved."

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 3rd day of August, 2015.

_____
Presiding Officer of the Council

Approved by the Mayor of said City this 3rd day of August, 2015.

_____
Stephen J. Galliher, Mayor

ATTEST:

_____
Arlene Silvey, MPCC
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND AGRICYCLE, INC. FOR THE YARD WASTE GRINDING #6 PROJECT.

WHEREAS, The City of Sedalia, Missouri, has received a proposal from Agricycle, Inc.; and

WHEREAS, under the proposal, the City of Sedalia, Missouri, shall give the sum and amount of Forty-two Thousand Three Hundred Twenty Dollars ($42,320.00) to Agricycle, Inc. for the Yard Waste Grinding #6 Project, Project No. 2015-05, dated July 1, 2015, as described in the proposed agreement attached hereto as Exhibit A and incorporated by reference.

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

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

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 3rd day of August 2015.

_____
Presiding Officer of the Council

Approved by the Mayor of said City this 3rd day of August 2015.

_____
Stephen J. Galliher, Mayor

ATTEST:

_____
Arlene Silvey, MPCC
City Clerk

Pre-Council Agenda

Council Agenda

CITY OF

SEDALIA, MISSOURI

NOTICE TO CONTRACTORS

PROPOSAL, CONTRACT, BOND, AND SPECIFICATIONS

FOR

YARD WASTE GRINDING #6

PROJECT NO. 2015-05

July 1, 2015

BIDDER: AGRICYCLE, INC.

ADDRESS: 39010 ELAM AVE. VALLEY PARK MO 63088

TELEPHONE NUMBER: (636) 861-3344

DATE: 7/22/15

Pre-Council Agenda

Council Agenda

PROPOSAL

TO THE CITY OF SEDALIA, MISSOURI:
Pursuant to and in compliance with the Notice to Contractors and having examined the plans and specifications with related documents and the site(s) of the proposed work, the undersigned bidder proposes and agrees, if this proposal is accepted, to furnish all labor, materials, tools, supplies, equipment and supervision and to do all other work necessary for the **YARD WASTE GRINDING #6, Project 2015-05, dated July 1, 2014,** as noted in these contract documents for the following price(s):

Item No.	Description	Unit	Unit Cost	Amount
1	Yard Waste Grinding at City of Sedalia Compost Facility – 27882 Hwy U, Sedalia, MO 65301	Per Site		$2,875.-
2	Yard Waste Grinding at City of Sedalia Yard Waste Drop Site – 1604 E. 28th Street, Sedalia, MO 65301	Per Site		$24,725.-
3	Yard Waste Grinding at City of Sedalia Temporary Yard Waste Drop Site – lot located south of 3100 S. New York, Sedalia, MO 65301			$3,175.-
4	Yard Waste Grinding Tim's Tree Service-lot Located just South of 1505 N. Grand, Sedalia, MO 65301 (see map)	Per Site		$9,545.-

Note, all costs to locate equipment to site, remove equipment from site, fuel, and labor are to be included and incorporated into the rate.

TOTAL AMOUNT OF BID: $ 42,320.-

Bidder acknowledges receipt of the following addenda, which has been considered in the preparation of this bid:

Addendum No. _____ Dated: _____

The undersigned agrees, if this proposal is accepted, to complete the work within **a period of 30 calendar days** from the date of the Notice to Proceed.

NAME OF BIDDER: Agricycle, Inc

BY: David Carlick

TITLE: Operations Manager

ADDRESS: 39 Old Elam Ave. Valley Park MO 63088

DATE: 7/23/15

Pre-Council Agenda

Council Agenda

CONTRACT AGREEMENT

STATE OF MISSOURI
COUNTY OF PETTIS

THIS AGREEMENT AND INDENTURE MADE AND ENTERED INTO THIS, the **_____ day of _____, 2015** by and between the CITY OF SEDALIA, MISSOURI.

Party of the first part, termed in this agreement and the Contract Documents as the "CITY", and _____ Party of the second part, termed in this agreement and the Contract Documents as the "CONTRACTOR".

WITNESSETH:

THAT, WHEREAS, the City has heretofore caused to be prepared certain contract documents for furnishing material, personnel and performing work therein fully described, and the Contractor did, on **the_____day of_____**, 2015 file with the City a copy of said contract documents together with his offer and proposal to furnish said material and perform said work at the terms therein fully stated and set forth; and,

WHEREAS, the said contract documents accurately and fully described the terms and conditions upon which the contractor is willing to furnish the materials, personnel and perform the work called for by the said contract documents and in the manner and time of furnishing and performing same,

IT IS, THEREFORE, AGREED:

1. That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described; and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed for the **Yard Waste Grinding #6, Project 2015-05, dated July 1, 2015**,

2. The Contract Documents hereto annexed are made a part of this agreement and contract as fully and absolutely as if herein set out.

3. That the wages paid under this contract shall be not less than the prevailing rate of wages as determined by the Missouri State Division of Labor Standards.

4. This contract is executed in four (4) copies.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year in this agreement first above written.

ATTEST:

CITY OF SEDALIA, MISSOURI
(Party of the first part)

_____
City Clerk

BY: _____
Gary Edwards
City Administrator

SEAL

(If a corporation)

ATTEST: _____
Secretary

SIGNATURE OF CONTRACTOR
(Party of the second part)

CONTRACTOR:

(CORPORATE SEAL)

BY: _____

(Name & Title)

(If an individual or partnership)

CONTRACTOR: _____

BY: _____
(Name & Title)

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2015 before me personally appeared _____to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in _____, the day and year first above written.

_____
Notary Public

My Commission Expires:

_____

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING PERMANENT SANITARY SEWER EASEMENTS FROM MJW, LLP, A MISSOURI LIMITED LIABILITY PARTNERSHIP.

WHEREAS, MJW, LLP, a Missouri Limited Liability Partnership, and the owner of the respective property has granted to the City permanent sanitary sewer easements for three tracts of land 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 sanitary sewer easements from MJW, LLP, a Missouri Limited Liability Partnership in substantively the same form and content as proposed on the attached easements known as Exhibit A.

Section 2. 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 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 3rd day of August 2015.

_____
Presiding Officer of the Council

Approved by the Mayor of said City this 3rd day of August, 2015.

_____
Stephen J. Galliher, Mayor

ATTEST:

_____
Arlene Silvey, MPCC
City Clerk

Pre-Council Agenda

Council Agenda

PERMANENT SANITARY SEWER EASEMENTS

THIS INDENTURE is made and entered into this 8th day of July, 2015, by MJW, LLP, a Missouri Limited Liability Partnership, having an address of 5905 South Limit Avenue, Sedalia, Missouri 65301, "Grantor" for the benefit of the City of Sedalia, Missouri, having an address of 200 S. Osage Avenue, Sedalia, Missouri 65301, "Grantee".

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents, grant unto the Grantee permanent, nonexclusive easements to improve, construct, repair and maintain underground sanitary sewer utility improvements for the benefit of the public and the City of Sedalia in and upon the following described premises situated in the County of Pettis and State of Missouri, to wit: the real estate depicted and described on the attached Exhibit "A", hereby made a part of this Indenture.

TO HAVE AND TO HOLD said easements unto the City of Sedalia, Missouri, and to its assigns and successors forever.

The Grantor does hereby covenant to the City of Sedalia, Missouri, that Grantor is lawfully seized and possessed of the real estate above described, that Grantor has a good and lawful right to convey it, or any part thereof, that it is free from all encumbrances and that Grantor shall forever warrant and defend the title thereto against the lawful claims of all other persons whomsoever.

The Grantor shall retain all other rights in and to the described easement area, including the right to use the surface of the real estate for landscaping, parking, and gravel and pavement surfacing, provided that Grantor shall not place any permanent structures within the easement area or undertake any other activity thereon that may endanger Grantee's facilities or the public.

[Signatures appear on the next page]

IN WITNESS WHEREOF, the said Grantor has executed these presents on the day and year first above written.

GRANTOR: MJW, LLP

John C Wagenknecht

By: John C. Wagenknecht
Title: Partner

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF PETTIS)

On this 8th day of July, 2015, before me a Notary Public within and for this County and State, personally appeared John C. Wagenknecht, to me personally known, who being by me duly sworn did say that he is a Partner of MJW, LLP, the Missouri Limited Liability Partnership named in the foregoing instrument, and that this instrument was signed on behalf of the Limited Liability Partnership by authority of its Partners and that John C. Wagenknecht acknowledged this instrument to be the free act and deed of MJW, LLP, a Missouri Limited Liability Partnership.

Mary Lou Schlueter
Notary Public

My Commission Expires:
8/5/16

MARY LOU SCHLUETER
Notary Public - Notary Seal
STATE OF MISSOURI
Lafayette County
Commission # 12527767
My Commission Expires: 08/05/2016

Pre-Council Agenda

Council Agenda

EXHIBIT "A"

TRACT I

BEGINNING AT THE NORTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 708 PAGE 385 AS RECORDED IN THE RECORDERS OFFICE IN PETTIS COUNTY, MISSOURI; THENCE SOUTH 14° 18' 46" WEST, ALONG THE EAST LINE OF SAID TRACT, 55.91 FEET; THENCE NORTH 87° 58' 33" WEST, 26.30 FEET; THENCE NORTH 06° 02' 46" EAST, 55.19 FEET TO A POINT ON THE SOUTH LINE OF MAIN STREET ROAD AND THE NORTH LINE OF SAID TRACT; THENCE SOUTH 87° 15' 45" EAST, ALONG SAID LINE, 34.33 FEET TO THE POINT OF BEGINNING; BEING LOCATED WITHIN A PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI.

TRACT II

COMMENCING AT THE NORTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 708 PAGE 385 AS RECORDED IN THE RECORDERS OFFICE IN PETTIS COUNTY, MISSOURI; THENCE SOUTH 14° 18 '46" WEST, ALONG THE EAST LINE OF SAID TRACT, 55.91 FEET; THENCE NORTH 87° 58' 33" WEST, 26.30 FEET; THENCE NORTH 06° 02' 46" EAST, 16.63 FEET TO THE POINT OF BEGINNING; THENCE NORTH 81° 25' 30" WEST, 17.69 FEET; THENCE NORTH 43° 46' 49" WEST, 31.54 FEET TO A POINT ON THE SOUTH LINE OF AN EXISTING 15 FOOT SANITARY SEWER EASEMENT RECORDED IN BOOK 163 PAGE 427 AND THE SOUTH LINE OF AN EASEMENT ENCROACHMENT TO THE CITY OF SEDALIA, MISSOURI, FOR SANITARY SEWER PURPOSES RECORDED IN DOCUMENT NUMBER 2012-4714 BILL NUMBER 2012-51, ORDINANCE NUMBER 9979; THENCE SOUTH 87° 15' 45" EAST, ALONG SAID LINE, 21.80 FEET; THENCE SOUTH 43° 46' 49" EAST, 10.61 FEET; THENCE SOUTH 81° 25' 30" EAST, 11.91 FEET; THENCE SOUTH 06° 02' 46" WEST, 15.01 FEET TO THE POINT OF BEGINNING. BEING LOCATED WITHIN A PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI.

TRACT III

THE NORTHERN MOST 15 FEET OF THAT CERTAIN PARCEL OF LAND DESIGNATED AS TRACT B IN THE PLAT OF SUBDIVISION RECORDED NOVEMBER 25, 2014 IN CABINET C, PAGE 843 AS DOCUMENT NUMBER 2014-6117 IN THE RECORDERS OFFICE IN PETTIS COUNTY, MISSOURI; THE SAME BEING DIRECTLY ABUTTING TO THE SOUTHERN EDGE OF THE WEST MAIN STREET RIGHT OF WAY, AND BEING LOCATED WITHIN A PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI.

THIS GRANT OF EASEMENT IS SUBJECT TO THAT CERTAIN PERMANENT ELECTRICAL LINE EASEMENT RECORDED IN BOOK 163, PAGE 427 IN THE RECORDERS OFFICE IN PETTIS COUNTY, MISSOURI.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A PIPELINE CROSSING AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION, 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 City of Sedalia, Missouri, has received a proposal from Union Pacific Railroad Company, a Delaware Corporation; and

WHEREAS, under the proposal, the City of Sedalia, Missouri, shall give the sum and amount of Two Thousand Dollars ($2,000.00) to Union Pacific Railroad Company, a Delaware Corporation, for the right to construct, maintain and operate one 21" encased pipeline for transporting and conveying sanitary sewer only as more fully described in the proposed pipeline crossing agreement attached hereto as Exhibit A and incorporated by reference.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the pipeline crossing agreement by and between the City of Sedalia, Missouri, and Union Pacific Railroad Company, a Delaware Corporation, as contained in Exhibit A attached, in substantively the same form and content as the agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 3rd day of August 2015.

_____
Presiding Officer of the Council

Approved by the Mayor of said City this 3rd day of August 2015.

_____
Stephen J. Galliher, Mayor

ATTEST:

_____
Arlene Silvey, MPCC City Clerk

Pre-Council Agenda

Council Agenda

To: Gary Edwards
From: Bill Beck
Date: July 28, 2015
Subject: Union Pacific Pipeline Crossing Agreement

I would like to recommend the Council approve the Pipeline Crossing Agreement with Union Pacific Railroad. This agreement is necessary as we will be crossing Union Pacific property during the north relief sewer project.

The cost for the agreement is $2,000.00 and will be paid out of the $30 million dollar bond money.

Thank you.

Pre-Council Agenda

Council Agenda

July 17, 2015
Folder: 2939-36

DEVIN LAKE
CITY OF SEDALIA
200 S. OSAGE
SEDALIA MO 65301

Re: Proposed 21 Inch encased sanitary sewer Pipeline Crossing of Railroad Property at Mile Post 198.32 on the Sedalia Subdivision at or near Sedalia, Pettis County, Missouri

Devin Lake:

Attached is an original of an agreement covering your use of the Railroad Company's right of way. Please execute the attached document IN DUPLICATE and return.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity.*

Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

- Payment in the amount of **Two Thousand Dollars ($2,000.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 2939-36 noted on that document.** If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.

- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at (402) 544-8571.

Sincerely,

Justin K. Mahr
Asst. Manager

Union Pacific Railroad Real Estate 1400 Douglas Street Stop 1690 Omaha, Nebraska 68179-1690 fx. (402) 501-0340

Pre-Council Agenda

Council Agenda

Pipeline Crossing 080808
Last Modified: 03/29/10
Form Approved, AVP-Law

Folder No. 2939-36

PIPELINE CROSSING AGREEMENT

Mile Post: 198.32, Sedalia Subdivision
Location: Sedalia, Pettis County, Missouri

THIS AGREEMENT ("Agreement") is made and entered into as of July 17, 2015, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF SEDALIA**, a Missouri municipal corporation to be addressed at 200 S. Osage, Sedalia, Missouri 65301 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the license fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

One 21 inch encased pipeline for transporting and conveying sanitary sewer only

across Licensor's track(s) and property (the "Pipeline") in the location shown and in conformity with the dimensions and specifications indicated on the print dated July 16, 2015 and marked **Exhibit A**, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying sanitary sewer, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Pipeline crossing, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Two Thousand Dollars ($2,000.00)**.

Article 3. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 4. **DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Pipeline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Article 5. **INSURANCE.**

A. During the life of the License, Licensee shall fully comply with the insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licensor to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this license, those statutes shall apply.

D. Licensee hereby acknowledges that is has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.

Article 6. **TERM.**

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

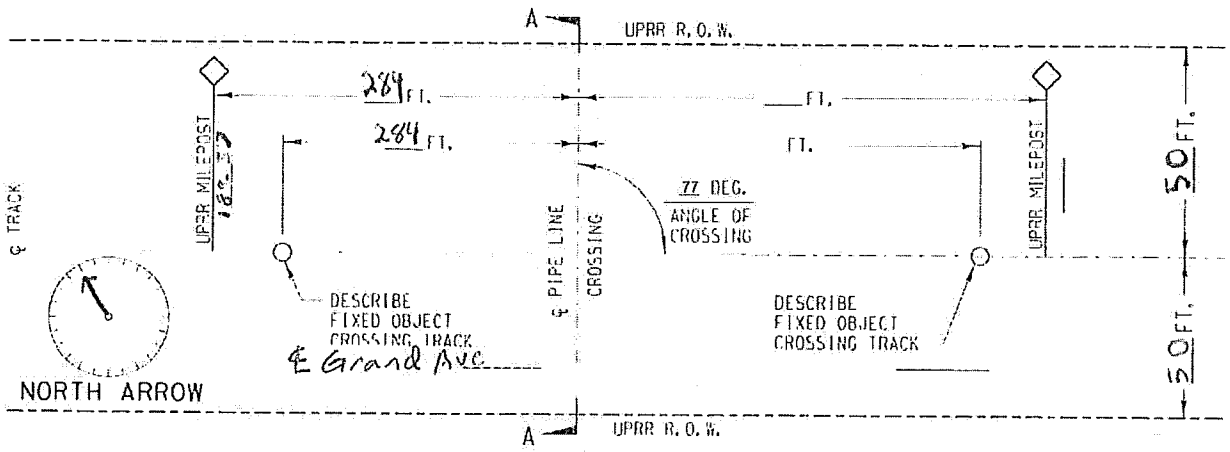
UNION PACIFIC RAILROAD COMPANY	**CITY OF SEDALIA**
By: _____	By: _____
Asst. Manager	Name Printed: _____
	Title: _____

Pre-Council Agenda

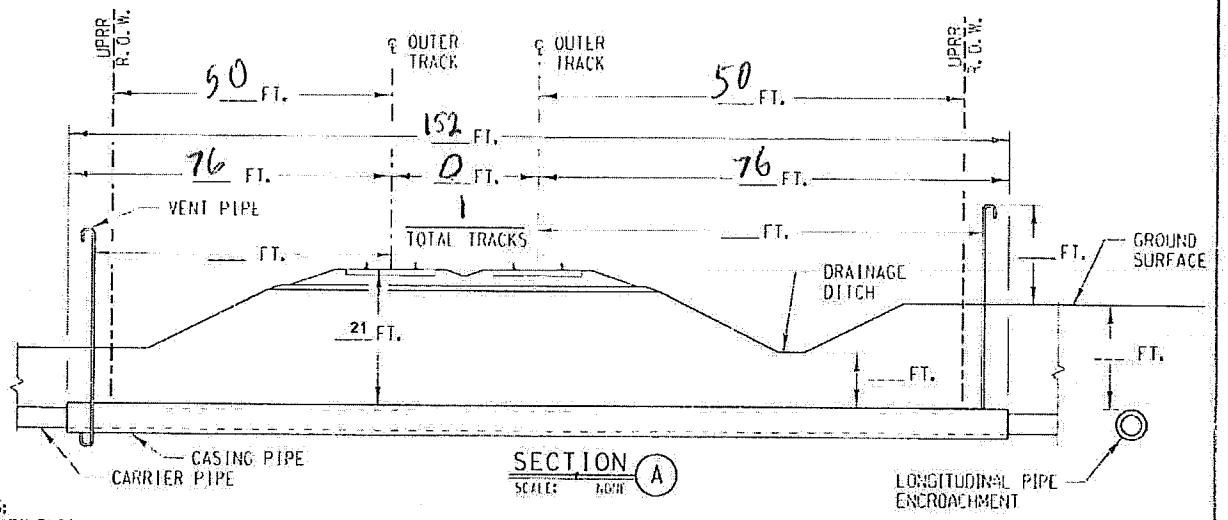
Council Agenda

NON-FLAMMABLE LIQUID PIPELINE

☒ CROSSING
☐ ENCROACHMENT
☐ BOTH



PLAN
SCALE: NONE



SECTION (A)
SCALE: NONE

NOTES:
1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK.
2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1.

A) METHOD OF INSTALLATION Bored and Jacked (Existing Casing)
B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT ____.
C) SIGNS PROVIDED? At minimum signs will be provided as stated above
D) CARRIER MATERIAL Plastic ____. IF RCP, CLASS V? ____.
COMMODITY TO BE CONVEYED Sanitary Sewer.
OPERATIONAL PRESSURE 0 PSI. MAOP 0 PSI.
WALL THICKNESS (INCH)/ SCHEDULE 1.294, DIAMETER 21 IN.
CATHODIC/COATING PROTECTION No
E) CASING MATERIAL Steel Pipe ____. IF RCP, CLASS V? ____.
TOTAL LENGTH CASING PIPE: 70 FT.
WALL THICKNESS 1 IN. DIAMETER 30 IN.
CATHODIC/COATING PROTECTION Yes
CASING PIPE IS closed AT THE ENDS.
F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES 70 AND 79.

BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: Sedalia Sub	
TRACK TYPE: Main	
M.P.: 189.32	LAT.: 38.712539113063
E.S.M.: 9997+83±	LONG.: 93.23525369167
NEAREST CITY: SEDALIA	COUNTY: Pettis / STATE: MO
APPLICANT: CITY OF SEDALIA	
FILE NO.: 2939-36	DATE: 7/16/15

Pre-Council Agenda

Council Agenda

Pipeline Crossing 07/20/08

Form Approved, AVP Law

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

A. The Pipeline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering – Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.

B. All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.

C. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline from Licensor's property, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support,

the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.

E. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 3. **NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.**

A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

NIKOLAJS P. BERZKALNS
MGR TRACK MNTCE
601 S MARSHALL ST
SEDALIA, MO 65301
Work Phone: 402 618-3924
Cell Phone: 402 618-3924

B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.

C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. Licensee shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.

D. Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Licensor's track(s) at any time, for any reason, unless and until a railroad flagman is provided to watch for trains. Upon receipt of such ten (10) day notice, the Licensor

Representative will determine and inform Licensee whether a flagman need be present and whether any special protective or safety measures need to be implemented. If flagging or other special protective or safety measures are performed by Licensor, Licensor will bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

F. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.

I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensor of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensor, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

J. If and when requested by Licensor, Licensee shall deliver to Licensor a copy of its safety plan for conducting the work (the "Safety Plan"). Licensor shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.

B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

A. The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

B. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.

C. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensor or its contractors without the prior written permission of Licensor.

D. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.

E. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON LICENSOR'S PROPERTY.

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to the same condition as the same were before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).

B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM

ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;

2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;

3. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM;

4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED TO BY LICENSEE;

5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; OR

6. LICENSEE'S BREACH OF THIS AGREEMENT,

EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT AND ACTIVE NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.

C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit of proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

Section 11. <u>REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.</u>

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.

B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.

C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Section 16. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Approved: Insurance Group
Created: 9/23/05
Last Modified: 03/29/10
Form Approved, AVP-Law

EXHIBIT C
Union Pacific Railroad Company
Contract Insurance Requirements

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $2,000,000 each occurrence and an aggregate limit of not less than $4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less $2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. **Workers Compensation and Employers** Liability insurance. Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Railroad Protective Liability** insurance. Licensee must maintain "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement

E. **Umbrella or Excess** insurance. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this agreement, where permitted by law This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D
SAFETY STANDARDS

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agents, as well as any subcontractor or agent of any Licensee.

I. Clothing

A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

(i) Waist-length shirts with sleeves.
(ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
(iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Licensee shall require its employee to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

(i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
(ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
(iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:

- 100 feet of a locomotive or roadway/work equipment
- 15 feet of power operated tools
- 150 feet of jet blowers or pile drivers

- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)

(iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Licensee and its contractor are responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

(i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.

(ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.

(iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

- Familiar and comply with Railroad's rules on lockout/tagout of equipment.
- Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
- Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.

B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.

C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.

D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.

B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.

C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.

D. All employees comply with the following safety procedures when working around any railroad track:

(i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
(ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
(iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment of the opening is less than one car length (50 feet).
(iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
(v) Before stepping over or crossing tracks, look in both directions first.
(vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.

E. All employees must comply with all federal and state regulations concerning workplace safety.

Office of the Mayor

TO: Members of City Council

FROM: Mayor Stephen Galliher

DATE: July 15, 2015

RE: Appointments to City Commission

I would like to make the following recommendations:

New appointments:

BOARD	MEMBER	TERM
Sedalia Historic Preservation Commission		
	Roberta Myers 1401 W. 4th Street	1 Year Term Expires 07-31-2016
	William Messerli 201 W. 10th Street	2 Year Term Expires 7-31-2017
	Meg Liston 2409 S. Collins Avenue	2 Year Term Expires 7-31-2017
	Becky Imhauser 1705 Hedge Apple Drive	3 Year Term Expires 7-31-2018
	John Simmons 2306 First Street Terrace	3 Year Term Expires 7-31-2018

Pre-Council Agenda

Council Agenda

City of Sedalia
Department Bills 8-03-2015

Vendor Name	Invoice Number		Amount
Al's Portable Welding	4554	$	12.00
AK Small Engine Works	207747	$	114.77
Andrew J Silvey	0715	$	20.94
Arwine Electric	517	$	4,845.00
Apac	9000273083	$	306.00
Apac	9000273162	$	6,760.56
Ascent Aviation Group, Inc.	312103	$	15,539.76
Ascent Aviation Group, Inc.	312286	$	31,443.12
Ascent Aviation Group, Inc.	310257	$	17,790.04
AT & T	0815-12	$	212.84
AT & T	0815-12A	$	81.95
Bell Plumbing Supply Inc	164538	$	3.98
Black Gold Rubber Recyclers LLC	9584970	$	188.00
Boone Quarries	184446	$	1,189.50
Boone Quarries	186576	$	1,250.34
Boone Quarries	187555	$	99.96
Boone Quarries	188500	$	838.28
Bothwell Regional Health Ctr	0715	$	13,307.91
Brownfield Oil Co Inc	131502	$	14,351.86
Bryant Motor Co	130777	$	42.73
Buso's AA Muffler Shop	2221	$	50.00
Buso's AA Muffler Shop	4981	$	74.95
Callis Integrated Marketing	15-090	$	3,000.00
Caterpillar Financial	0815	$	12,713.14
Central Communications Inc	268614	$	370.00
Certified Repair Service Llc	2015-348	$	980.52
Champion Brands LLC	483397	$	825.42
Champion Brands LLC	484244	$	873.41
Charter Communications	0815-11	$	324.31
Charter Communications	0815-12B	$	98.91
Charter Communications	0815-12D	$	170.72
Charter Communications	0815-13	$	211.98
Charter Communications	0715-12A	$	80.00
Charter Communications	0715-14	$	80.00
Charter Communications	0715-Muni	$	215.00
Cintas Corp #379	379185202A	$	773.59
Cintas Corp #379	379187168	$	793.62
Cintas Corp #379	379188176	$	778.04
Clark's Tool & Equipment	165974	$	8.00
Cooperative Workshops Inc	43795	$	6,666.67
Crafco Inc	I0171741	$	483.00
Cretus Enter	0715	$	11.60
Cummins Mid-South Llc	023-44002	$	407.43
Cummins Mid-South Llc	023-44058	$	216.60
Custom Communications	150718	$	150.00
Dir Of Rev/Credit State Rd Fnd	6050D150709010	$	100.00
Don's Truck Towing & Truck Wash Inc	125066	$	614.00
DSG Equipment & Supplies	54390	$	73.27
Dugan's Paint And Floorcovering	S0213693	$	28.36
Dugan's Paint And Floorcovering	S0213748	$	83.98
Ed M Feld Equip Co Inc.	0280575-IN	$	3,593.00

Pre-Council Agenda

Council Agenda

City of Sedalia
Department Bills 8-03-2015

Vendor Name	Invoice Number		Amount
Ed M Feld Equip Co Inc.	0281760-IN	$	123.50
Employee Screening Service Llc	179462	$	102.00
Engineering Surveys & Services	ESS062394	$	419.29
Engineering Surveys & Services	ESS062394A	$	1,859.81
Engineering Surveys & Services	ESS064280	$	440.00
Family Medicine Associates Pc	0715	$	50.00
Family Medicine Associates Pc	0715A	$	554.20
Fastenal Company	MOSED153927	$	32.70
Fedex	5-097-79339	$	35.93
Fischer Concrete Service Inc	25756	$	130.15
Fischer Concrete Service Inc	25757	$	796.56
Fischer Concrete Service Inc	25758	$	754.89
Fischer Concrete Service Inc	25759	$	461.20
Foley Industries	PS440011377	$	32.17
Forklifts Of Central Missouri Inc	S0048104	$	191.61
Galls LLC	003769288	$	110.73
Hall Signs Inc	300719	$	214.43
Hall Signs Inc	300762	$	294.54
Hall Signs Inc	300802	$	308.57
Hardy Systems Corp	22496	$	355.88
Hillyard - Columbia	601700721	$	136.68
IBT Inc.	6587077	$	5.45
Ideker, Inc	2007-0400	$	179,500.00
I-Land Internet Services	1728623	$	15.00
I-Land Internet Services	1728624	$	4.32
I-Land Internet Services	1728625	$	5.00
IMKO Workforce Solutions	1013438	$	334.05
IMKO Workforce Solutions	103430	$	200.00
IMKO Workforce Solutions	103510	$	120.00
IMLA	19837290	$	625.00
Jim's Tire Service Inc	1-111072	$	215.00
Jim's Tire Service Inc	1-111107	$	589.28
John Rodney Collins	0715	$	18.80
KCP&L	0715-05	$	195.48
KCP&L	0715-12A	$	1,129.42
KCP&L	0715-14C	$	153.07
KCP&L	0715-14D	$	131.82
KCP&L	0715-14M	$	17.19
KCP&L	0715-14Q	$	33.06
KCP&L	0715-17	$	26.98
KCP&L	0715-18	$	1,209.97
KCP&L	0715-20	$	1,083.66
KCP&L	0715-24A	$	22.07
KCP&L	0715-24C	$	109.95
KCP&L	0715-Comp	$	849.56
KCP&L	0715-Muni Bldg	$	3,610.33
KCP&L	0815-14	$	17.19
KCP&L	0815-14A	$	17.19
KCP&L	0815-14E	$	58.44
KCP&L	0815-14K	$	17.26
KCP&L	0815-14N	$	34.38

City of Sedalia
Department Bills 8-03-2015

Vendor Name	Invoice Number		Amount
KCP&L	0815-14P	$	33.78
KCP&L	0815-14R	$	34.26
KCP&L	0815-14S	$	34.61
KCP&L	0815-14T	$	34.10
KCP&L	0815-24	$	19.63
KCP&L	0815-24D	$	17.19
KCP&L	0815-61C	$	2,105.66
KCP&L	0815-61M	$	483.84
KCP&L	0815-SL	$	35,931.91
KCP&L	0815TR-12	$	661.54
KCP&L	0815TR-14F	$	283.30
KCP&L	0815TR-14G	$	17.19
KCP&L	0815TR-14H	$	953.66
KCP&L	0815TR-65	$	1,014.95
Key Hydraulics	15-37100	$	873.39
Key Hydraulics	15-37116	$	139.49
Key Hydraulics	15-37124	$	224.40
Key Hydraulics	15-37146	$	130.00
Kissick Constrction Co Inc	2	$	28,186.65
Kissick Constrction Co Inc	3	$	61,757.75
Klein's Saw Shop & Small Engines	0715A	$	104.20
Klein's Saw Shop & Small Engines	0715B	$	18.95
Klein's Saw Shop & Small Engines	0715C	$	157.95
Klein's Saw Shop & Small Engines	0715D	$	328.00
Klein's Saw Shop & Small Engines	0715E	$	167.70
Language Line Services	3636042	$	28.47
Lea's Truck Service Llc	8260	$	75.00
Lea's Truck Service Llc	8331parts	$	718.69
Lea's Truck Service Llc	8337part	$	18.46
Lea's Truck Service Llc	8344PARTS	$	1,398.02
M & R Door Service	1118	$	842.04
Mailfinance	N5438106	$	408.45
Marcus Griffin	0715	$	550.00
Mariela Beatriz Messina	0715	$	37.50
Mc Master-Carr	33047289	$	41.69
MCI	0715	$	233.59
Medallion Electric Inc	101980	$	108.28
MFA Agri Services-Sedalia	78639	$	255.00
MFA Agri Services-Sedalia	79215	$	40.00
MFA Oil & Propane	D0001598294	$	7,245.00
Midwest Fire Systems	0715	$	233.37
Midwest Radar & Equipment	155543	$	585.00
Mission Communications	40030495	$	175.00
Missouri Department of Corrections	6055	$	1,882.50
Mitchell1	IB17809347	$	260.25
Monte Richardson	0715	$	41.14
Monte Richardson	0715A	$	44.87
MoSAC	0715	$	250.00
MSHP CJ Tech Fund	812HP631022401	$	1,620.00
Myers Tire-Kansas City #16	51611002	$	244.73
Nuway Concrete Forms Central	793919	$	165.10

City of Sedalia
Department Bills 8-03-2015

Vendor Name	Invoice Number		Amount
Olsson Associates	233978	$	456.80
Open Door Thrift Shop	234595	$	8.00
O'Reilly Automotive Inc.	0114-339544	$	71.84
Otten Small Engine Service	168373	$	38.99
Otten Small Engine Service	168744	$	80.45
Otten Small Engine Service	168831	$	74.97
Otten Small Engine Service	169606	$	651.91
Otten Small Engine Service	170400	$	31.17
Otten Small Engine Service	169659	$	843.21
Otten Small Engine Service	170851	$	20.07
Otten Small Engine Service	170854	$	396.69
Pethealth Services Inc	SIUN7188492	$	158.75
Pettis County Recorder of Deeds	60199	$	24.00
Pettis County Recorder of Deeds	60211	$	81.00
Pettis County Recorder of Deeds	60334	$	240.00
Pettis County Recorder of Deeds	60335	$	192.00
Poort Excavating Llc	5970	$	51,582.70
Printlynx	113050	$	285.19
Priority Dispatch	116113	$	1,050.00
Public Safety Center Inc	5610837	$	439.91
Quicksilver Water	743479	$	62.00
Rac-Jac Properties	0715	$	9.17
Rac-Jac Properties	0815	$	24.00
Rac-Jac Properties	0815A	$	589.74
Randall's Auto Collision LLC	7431	$	513.60
Ray Lindsey Company	2015210	$	416.93
Red Municipal and Industrial Equipment Co	8605	$	722.00
Red Municipal and Industrial Equipment Co	8612	$	170.33
Ricoh USA Inc	50366977736	$	22.61
Roberts & Associates	09018171	$	125.00
Sedalia Rental & Supply	165416	$	180.00
Sedalia Rental & Supply	165691	$	31.25
Sherwin Williams Co	1809-8	$	60.08
Sherwin Williams Co	1848-6	$	132.89
Sherwin Williams Co	1942-7	$	470.85
Shor-Line	715	$	45,124.30
SMC Electric Supply	60207975-00	$	123.36
SMC Electric Supply	60208025-00	$	55.20
SMC Electric Supply	60207863-00	$	26.43
Smith Paper & Janitor Supply	593173	$	148.70
Smith Paper & Janitor Supply	593662	$	48.20
Smith Paper & Janitor Supply	593662-1	$	22.92
Smith Paper & Janitor Supply	593966	$	77.28
Smith Paper & Janitor Supply	594375	$	13.60
Smith Paper & Janitor Supply	594732	$	68.60
Smith Paper & Janitor Supply	593535	$	90.33
Smith Paper & Janitor Supply	593893-1	$	11.99
Smith Paper & Janitor Supply	594198	$	119.18
Smith Paper & Janitor Supply	594294	$	25.75
Smith Paper & Janitor Supply	594650	$	62.45
Sonequity Pest Management	120033	$	67.00

City of Sedalia
Department Bills 8-03-2015

Vendor Name	Invoice Number		Amount
Sonequity Pest Management	120728	$	68.00
Spray Com Utilities Inc	2	$	70,087.68
Staples Business Advantage	3271564385	$	65.11
Staples Business Advantage	3269990825	$	55.69
Staples Business Advantage	3271564437	$	39.99
State Fair Towing	20010	$	35.00
State Fair Towing	20011	$	35.00
State Fair Towing	20125	$	70.00
Stewart-Amos Equipment Co	285444	$	1,149.37
Tallman Company	S134239	$	5.34
Teledyne Instruments	S020087175	$	2,078.00
Tennant Sales and Service Company	913193291	$	249.40
The Police And Sheriffs Press	70963	$	17.49
The Police And Sheriffs Press	71207	$	17.49
The Spay And Neuter Clinic	754559	$	643.00
The Ups Store	4698	$	201.97
The Ups Store	5650	$	192.33
The Victor L. Phillips Co.	IK8208	$	566.52
Tim's Tree Service Llc	3988	$	550.00
Tim's Tree Service Llc	3990	$	475.00
Tim's Tree Service Llc	3991	$	225.00
Trans-Central Suppliers Inc	0229988	$	33.15
Trans-Central Suppliers Inc	0230125	$	6.24
Trans-Central Suppliers Inc	0230126	$	301.72
Trans-Central Suppliers Inc	0230127	$	13.88
Usa Bluebook	677903	$	191.35
Usa Bluebook	680212	$	630.52
Usps-Hasler	0715	$	1,500.00
Vance Bros. Inc-Kansas City	3170	$	1,262.05
Vance Bros. Inc-Kansas City	3171	$	2,838.00
Vance Bros. Inc-Kansas City	3172	$	2,749.85
Vance Bros. Inc-Kansas City	3173	$	2,633.75
Vance Bros. Inc-Kansas City	3174	$	2,795.00
Vance Bros. Inc-Kansas City	3175	$	2,567.10
Vance Bros. Inc-Kansas City	3176	$	1,068.55
Vance Bros. Inc-Kansas City	3177	$	2,771.35
Vance Bros. Inc-Kansas City	3181	$	2,734.80
Vance Bros. Inc-Kansas City	3182	$	1,771.60
Vance Bros. Inc-Kansas City	3183	$	2,358.55
Vance Bros. Inc-Kansas City	3184	$	2,521.95
Vance Bros. Inc-Kansas City	3185	$	2,603.65
Vance Bros. Inc-Kansas City	3186	$	2,343.50
Vance Bros. Inc-Kansas City	3187	$	2,734.80
Vance Bros. Inc-Kansas City	3189	$	2,846.60
Vance Bros. Inc-Kansas City	3190	$	2,704.70
Vance Bros. Inc-Kansas City	3191	$	2,795.00
Vance Bros. Inc-Kansas City	3192	$	2,670.30
Vance Bros. Inc-Kansas City	3193	$	2,408.00
Vance Bros. Inc-Kansas City	3194	$	2,466.05
Vance Bros. Inc-Kansas City	3197	$	2,173.65
Vance Bros. Inc-Kansas City	3199	$	2,663.85

Pre-Council Agenda

Council Agenda

City of Sedalia
Department Bills 8-03-2015

Vendor Name	Invoice Number		Amount
Vance Bros. Inc-Kansas City	345	$	(2,607.95)
Verizon Wireless	0815	$	2,756.35
Vulcan Inc	275206	$	4,150.00
Walmart Community/RFCSLLC	00143	$	51.64
Walmart Community/RFCSLLC	02593	$	96.74
Walmart Community/RFCSLLC	03724	$	43.94
Walmart Community/RFCSLLC	04047	$	67.41
Walmart Community/RFCSLLC	07510	$	37.92
Walmart Community/RFCSLLC	07972	$	63.62
Walmart Community/RFCSLLC	09115	$	73.56
Walmart Community/RFCSLLC	09141	$	7.28
West Group	832116944	$	344.41
Western Extralite Company	S5199175.001	$	186.42
Western Extralite Company	S5198264.001	$	37.28
Western Extralite Company	S5199657.001	$	49.65
Western Extralite Company	S5201228.001	$	12.32
Westfall GMC Truck Inc	724860	$	979.50
Wilson & Company Inc	60224	$	2,010.20
Wilson & Company Inc	60225	$	3,951.95
Wilson & Company Inc	60226	$	5,610.00
Wilson & Company Inc	60227	$	13,142.74
Woods Super Market	122	$	14.99
Woods Super Market	307	$	16.23
Woods Super Market	86	$	23.94
Zee Medical Inc	D0D823401	$	207.55
Zoetis US LLC	9000317838	$	337.50
Total Bills To Be Paid		$	766,214.54

Pre-Council Agenda

Council Agenda