



PRE-COUNCIL MEETING

Mayor's Conference Room
Municipal Building
Monday, August 17, 2015
6:15 p.m.

MAYOR: STEPHEN J. GALLIHER

MAYOR PRO-TEM: JO LYNN TURLEY

Work Session – 6:15 p.m.

1. Presentation – Financial Update
2. Presentation – BRHC Board of Trustees: Financial Report

Committee Meetings – Immediately following work session

PUBLIC SAFETY COMMITTEE Police and Fire	Russell Driskell, Chair Vicky Collins, Vice Chair
<ol style="list-style-type: none"> 1. Review Proposals and Ordinance approving and accepting an agreement by and between the City of Sedalia, Missouri and Louis G. Chiodini, Inc. d/b/a Chiodini Associates aka Chiodini Architects for a space needs analysis for the Sedalia Police Department. 2. Review Ordinance amending Section 40-294 of the Code of Ordinances of the City of Sedalia, Missouri relating to the Firefighters' Retirement Fund Board of Trustees (Add Finance Director as member of the board of trustees). 	

PUBLIC WORKS COMMITTEE Public Works, Water Pollution Control, Community Development, Water, Parks, Airport, Cemeteries and Community Center	Tolbert Rowe, Chair Don Meier, Vice Chair
<ol style="list-style-type: none"> 1. Review Ordinance granting a rezoning application by Connie L. Koering, Trustee of the Janice Collins Living Trust, for property located at 704 South Montgomery Avenue in the City of Sedalia, Missouri (R-1 Single Family Residential to C-3 Commercial District). 2. Review Bids for the Demolition of Structures located at 916 West 6th and 403 West 5th. 	

FINANCE/ADMINISTRATION COMMITTEE Administrative, Library and Hospital	James Cunningham, Chair Bonita Nash, Vice Chair
<ol style="list-style-type: none"> 1. Review Resolution authorizing a change in the September 2015 second regular meeting date of the City Council of the City of Sedalia, Missouri from September 21, 2015 to September 28, 2015 due to the annual Missouri Municipal League Conference. 2. Review Resolution amending the Municipal fine and bond chart for the Sedalia Municipal Court. 3. Review Ordinance amending Section 36-22 of the City of Sedalia's Code of Ordinances (failure to Appear). 4. Review Ordinance of the City of Sedalia, Missouri imposing a use tax at the rate of two and three-eighths percent (2.375%) pursuant to the authority granted by and subject to provisions of RSMO Sections 144.600 through 144.761; providing for use tax to be reduced or raised in the same amount as the City sales tax is reduced or raised; as approved by the duly qualified voters of the City during the August 4, 2015 Special Election. 5. Review Ordinance of the City of Sedalia, Missouri to continue the application and collection of the local sales tax on the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer; as approved by the duly qualified voters during the August 4, 2015 Special Election. 6. Review Records Destruction Request from the Personnel Department. 	

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



CITY COUNCIL MEETING AGENDA

City Council Chambers
Municipal Building
Monday, August 17, 2015
7:00 p.m.

A. SILENT PRAYER & PLEDGE OF ALLEGIANCE

B. ROLL CALL

I. MINUTES

1. Pre-Council Meeting August 3, 2015
2. Regular Council Meeting August 3, 2015

II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES

1. Acceptance of Citizen's Traffic Advisory Commission minutes dated July 15, 2015
2. Acceptance of Planning & Zoning Commission minutes dated July 22, 2015

III. ROLL CALL OF STANDING COMMITTEES

A. PUBLIC SAFETY – Councilmember Russell Driskell

1. Award proposal for Police Department Space Needs Analysis

B. PUBLIC WORKS – Councilmember Tolbert Rowe

1. Award bids for the demolition of structures located at 916 West 6th and 403 West 5th

C. FINANCE / ADMINISTRATION – Councilmember James Cunningham

1. Approve Records Destruction Request from the Personnel Department

V. NEW BUSINESS

A. ORDINANCES AND RESOLUTIONS

- Approving and accepting an agreement by and between the City of Sedalia, Missouri and Louis G. Chiodini, Inc. d/b/a Chiodini Associates aka Chiodini Architects for a space needs analysis for the Sedalia Police Department
- Amending Section 40-294 of the Code of Ordinances of the City of Sedalia, Missouri relating to the Firefighters' Retirement Fund Board of Trustees (add Finance Director as member of board of trustees)
- Granting a rezoning application by Connie L. Koering, Trustee of the Janice Collins Living Trust, for property located at 704 South Montgomery Avenue in the City of Sedalia, Missouri.
- Amending Section 36-22 of the City of Sedalia's Code of Ordinances (Failure to Appear)
- Imposing a use tax at the rate of two and three-eighths percent (2.375%) pursuant to the authority granted by and subject to provisions of RSMO Sections 144.600 through 144.761; providing for use tax to be reduced or raised in the same amount as the City sales tax is reduced or raised; as approved by the duly qualified voters of the City during the August 4, 2015 Special Election
- Continue the application and collection of the local sales tax on the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer; as approved by the duly qualified voters during the August 4, 2015 Special Election
- R Authorizing a change in the September 2015 second regular meeting date of the City Council of the City of Sedalia, Missouri from September 21, 2015 to September 28, 2015 due to the annual Missouri Municipal League Conference
- R Amending the municipal fine and bond chart for the Sedalia Municipal Court

B. APPOINTMENTS

C. LIQUOR LICENSES

Renewal:

*Dan Van Dyne dba Liquor Locker, 513 W Main, Packaged Liquor, \$150

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

D. APPROVAL OF DEPARTMENT BILLS

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

F. GOOD AND WELFARE

G. ADJOURN TO CLOSED DOOR SESSION – In accordance with Sections 610.021 (1) & (3) RSMo to closed-door session for Legal Advice and Personnel Matters.

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 Gallihier & City Council Members
From: Gary Edwards, City Administrator *[Signature]*
Re: Agenda items for City Council meeting on Monday, August 17, 2015

This meeting begins at 6:15 PM

Presentations:

1. Financial Update – Kelvin Shaw, Finance Director
2. BRHC Board of Trustees: Financial Report – John Dawes, Bothwell, CEO

Public Safety Committee:

1. Review proposals and ordinance approving an agreement between the City and Louis G. Chiodini Architects for a space needs analysis for the Sedalia Police Department. This is part of the ongoing effort to re-search the need for a larger Police Department. Nine responses were received, and the selection commission agreed that Chiodini and Associates best met the City's needs. The not-to-exceed fee is \$45,700. Staff recommends approval.
2. Review ordinance amending Section 40-294 of the city code relating to the Firefighters Retirement Fund Board of Trustees by adding the City Finance Director as a member of the Board of Trustees.

Public Works Committee:

1. Review ordinance granting a rezoning application by Connie L. Koering, Trustee of the Janice Collins Living Trust, for property located at 704 South Montgomery Ave in the City – R-1 Single Family Residential to C-3 Commercial District. The Planning and Zoning Commission unanimously approved this request.
2. Review bids for the Demolition of Structures located at 916 West 6th and 403 West 5th. Three bids were received for each structure. In the case of 916 W. 6th, Staff recommends approving the low bid of \$8,000 from B&P excavating. In the case of 403 West 5th, Staff recommends approving the low bid of \$8,000 from Schultz Wrecking.

Finance/Administration Committee:

1. Review a Resolution authorizing a change in the September 2015 second regular meeting date of the City Council from September 21, 2015 to September 28, 2015 due to the annual Missouri Municipal League Conference.
2. Review a Resolution amending the Municipal fine and bond chart for the Sedalia Municipal Court. The chart is included with the City Council packet.
3. Review an Ordinance amending Section 36-22 of the City Code related to a person failing to appear in municipal court.
4. Review a proposed Sedalia Ordinance imposing a Use Tax at the rate of two and three-eighths percent (2.375%) pursuant to the authority granted by and subject to provisions of RSMO sections 144.600 through 144.761; providing for the Use Tax to be reduced or raised in the same amount as the City Sales Tax is reduced or raised; as approved by Sedalia voters during the August 4, 2015 special election. Approval of this ordinance is required before the City can start collecting the use tax.
5. Review a City ordinance that allows the continuation of the application and collection of the local sales tax on the titling of motor vehicles such as: trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer; as approved by Sedalia voters during the August 4, 2015 Special Election. This vehicle sales tax cannot be continued unless the ordinance is approved.
6. Review records destruction request from the Personnel Department.



CITY OF SEDALIA, MISSOURI
PRE-COUNCIL MEETING – AUGUST 3, 2015

WORK SESSION

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

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

COMMITTEE MEETING

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

- Ordinance amending Section 30-132 of the Code of Ordinances relating to disposal of unclaimed personal property in the Sedalia Police Department (clearly defines unclaimed personal property; removes requirement that all bikes go to Community Santa Campaign) was moved to full Council on motion by Cunningham, seconded by Rowe. All in favor.

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

- Ordinance re-numbering Article III of Chapter 64 of the Code of Ordinances regarding Planned Unit Development (PUD) in its entirety (before implementation of Certified Local Government ordinance, it is necessary to renumber PUD sections) was moved to full Council on motion by Meier, seconded by Driskell. All in favor.
- Ordinance adding Sections 64-50 to 64-72 to Article II of Chapter 64 of the Code of Ordinances regarding Certified Local Government and adding Division 14, Section 2-685 establishing the Sedalia Historic Preservation Commission was moved to full Council on motion by Driskell, seconded by Meier. All in favor.
- Bid and Ordinance approving an agreement with Agricycle, Inc., Valley Park, MO for the Yard Waste Grinding #6 Project in the amount of \$42,320.00 (budgeted \$60,000.00) were moved to full Council on motion by Turley, seconded by Cunningham. All in favor.
- Change Order #2 from Kissick Construction Co., Kansas City, MO for the Collection System Rehabilitation Phase 1A Project, Bid Package No. 1 for an increase of \$24,691.50 for final quantity adjustments was moved to full Council on motion by Cunningham, seconded by Turley. All in favor.
- Change Order #3 from Spray Com Utilities, Inc., Knob Noster, MO 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 was moved to full Council on motion by Meier, seconded by Nash. All in favor.

- Ordinance approving permanent sanitary sewer easements form MJW, LLP, a Missouri Limited Liability Partnership (Galaxy Theatre) was moved to full Council on motion by Meier, seconded by Nash. All in favor.
- Ordinance approving a pipeline crossing agreement with Union Pacific Railroad Company, a Delaware Corporation, for sanitary sewer purposes relating to the sewer relief project (part of \$30 million project) was moved to full Council on motion by Cunningham, seconded by Nash. All in favor.
- Change Order #1 (Final) from Poort Excavating, Sedalia, MO for the Sidewalk Project on 16th from Lamine to Ingram for a decrease of \$7,401.30 for final quantity adjustments was moved to full Council on motion by Meier, seconded by Driskell. All in favor.

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

With no further comments, the meeting closed at 6:38 p.m.

Respectfully submitted: Arlene Silvey, MPCC City Clerk



CITY OF SEDALIA, MISSOURI
COUNCIL MEETING – AUGUST 3, 2015

The Council of the City of Sedalia, Missouri duly met on Monday, August 3, 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 Cross.

ROLL CALL:

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

SERVICE AWARDS:

35 Year Gift Card	Linda Johnson, Sr. Court Clerk – Finance Department
25 Year Gift Card & Plaque	Gary Gerken, Bldg. Maintenance Supervisor – P.B/Maintenance Department
10 Year Service Pin	Ricky McKnight, Airport Attendant – Airport Department
5 Year Service Pin	Anthony Beck, Public Works Service Worker – Sanitation Department
5 Year Service Pin	Christopher Mittenburg, Equipment Operator – Street Department

SPECIAL AWARDS: July 2015 Yard of the Month Contest Winners:

Mayor Galliher announced the Winners for the July 2015 Yard of the Month Contest who received a certificate and a yard of the month sign to display in their yard. The grand prize winner also received an additional \$25 gift card to Center for Human Services Bloomin' Gardens.

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

MINUTES:

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

- Pre-Council Meeting July 20, 2015
- Regular Council Meeting July 20, 2015

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:

Accepted the minutes of the Planning & Zoning Commission dated March 11, 2015 on motion by Driskell, seconded by Nash. All in favor.

ROLL CALL OF STANDING COMMITTEES:

PUBLIC SAFETY – RUSSELL DRISKELL, CHAIRMAN – No Report.

PUBLIC WORKS – TOLBERT ROWE, CHAIRMAN

Awarded bid for Yard Waste Grinding #6 to Agricycle, Inc., Valley Park, MO in the amount of \$42,320.00 on motion by Turley, seconded by Meier. All in favor.

Approved Change Order #2 from Kissick Construction Co., Kansas City, MO for the Collection System Rehabilitation Phase 1A Project, Bid Package No. 1 for an increase of \$24,691.50 for final quantity adjustments on motion by Driskell, seconded by Meier. All in favor.

Approved Change Order #3 from Spray Com Utilities, Inc., Knob Noster, MO for the Collection System Rehabilitation Phase 1A Project, Bid Package No. 2 for an increase of \$20,180.00 for additional necessary repairs found during construction on motion by Meier, seconded by Nash. All in favor.

Approved Change Order #1 from Poort Excavating, Sedalia, MO for the Sidewalk Project on 16th from Lamine to Ingram for a decrease of \$7,401.30 for final quantity adjustments on motion by Meier, seconded by Driskell. All in favor.

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

NEW BUSINESS:

BILL NO. 2015 – 97, ORDINANCE NO. 10348 – 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 was read once by title.

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

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

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

BILL NO. 2015 – 98, ORDINANCE NO. 10349 – AN ORDINANCE RENUMBERING ARTICLE III OF CHAPTER 64 OF THE CITY’S CODE OF ORDINANCES, REGARDING PLANNED UNIT DEVELOPMENT (PUD), IN ITS ENTIRETY was read once by title.

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

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

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

BILL NO. 2015 – 99, ORDINANCE NO. 10350 – 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 was read once by title.

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

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

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

BILL NO. 2015 – 100, ORDINANCE NO. 10351 – 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 was read once by title.
2nd Reading – Motion by Turley, 2nd by Cunningham. All in favor.
Final Passage – Motion by Turley, 2nd by Driskell. All in favor.
Roll Call Vote: Voting “Yes” were Cunningham, Turley, Driskell, Nash, Meier, Cross, Rowe and Collins. No one voted “No”.

BILL NO. 2015 – 101, ORDINANCE NO. 10352 – AN ORDINANCE APPROVING AND ACCEPTING PERMANENT SANITARY SEWER EASEMENTS FROM MJW, LLP, A MISSOURI LIMITED LIABILITY PARTNERSHIP (Galaxy Theatre) was read once by title.
2nd Reading – Motion by Rowe, 2nd by Nash. All in favor.
Final Passage – Motion by Nash, 2nd by Cunningham. All in favor.
Roll Call Vote: Voting “Yes” were Cunningham, Turley, Driskell, Nash, Meier, Cross, Rowe and Collins. No one voted “No”.

BILL NO. 2015 – 102, ORDINANCE NO. 10353 – 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 was read once by title.
2nd Reading – Motion by Rowe, 2nd by Cunningham. All in favor.
Final Passage – Motion by Cross, 2nd by Cunningham. All in favor.
Roll Call Vote: Voting “Yes” were Cunningham, Turley, Driskell, Nash, Meier, Cross, Rowe and Collins. No one voted “No”.

APPOINTMENTS:

The following Board Appointments by Mayor Galliher were read and approved on motion by Rowe, seconded by Meier. All in favor.

SEDALIA HISTORIC PRESERVATION COMMISSION:

Appoint Roberta Myers, 1401 W. 4th, 1-year term expiring July 31, 2016
Appoint William Messerli, 201 W. 10th, 2-year term expiring July 31, 2017
Appoint Meg Liston, 2409 S. Collins, 2-year term expiring July 31, 2017
Appoint Becky Imhauser, 1705 Hedge Apple Drive, 3-year term expiring July 31, 2018
Appoint John Simmons, 2306 First Street Terrace, 3-year term expiring July 31, 2018

BIDS:

- Yard Waste Grinding #6 – July 23, 2015

LIQUOR LICENSES:

The following Renewal Liquor Licenses were read and approved on motion by Nash, seconded by Driskell. All in favor.

- Lorene Samson dba CVS/Pharmacy #10305, 100 E. Broadway – Packaged Liquor with Sunday Sales and Taste Testing
- Charles Wansing dba Chez When, 121 E. 3rd – Liquor by Drink
- Robbin Griffith dba Dollar General #2787, 2003 S. Limit – Packaged Liquor
- Robbin Griffith dba Dollar General #2379, 619 N. Ohio – Packaged Liquor

- Robbin Griffith dba Dollar General #1316, 2402 W. Broadway – Packaged Liquor
- Robbin Griffith dba Dollar General #3494, 713 E. Broadway – Packaged Liquor
- Thomas N. Jorgensen dba Pizza Hut, 1425 S. Limit – 5% Beer & Wine
- Chris Patterson dba Rush Hour #9, 1320 S. Limit – Packaged Liquor with Sunday Sales
- Joseph Cochran dba American Legion Post #642, 2016 W. Main – Liquor by Drink

DEPARTMENT BILLS thru August 3, 2015 totaling \$766,214.54 were approved for payment on motion by Driskell, seconded by Meier. All in favor.

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

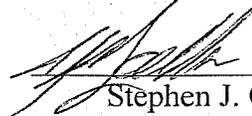
Mayor Galliher congratulated Officer Brad Beard for being selected as D.A.R.E. officer of the year for the state of Missouri and also congratulated Bob Hiller for being voted 1st place for people's choice award.

Mayor Galliher encouraged everyone to vote August 4, 2015 on the two tax issues.

GOOD & WELFARE: None.

The meeting adjourned at 7:15 p.m. to Closed Door Session in accordance with Section 610.021 (1) RSMo for Legal Advice on motion by Turley, seconded by Meier. All in favor

THE CITY OF SEDALIA, MISSOURI



Stephen J. Galliher, Mayor



Arlene Silvey, MPCC City Clerk

TRAFFIC ADVISORY COMMISSION MEETING
JULY 15, 2015

The Traffic Advisory Commission duly met on Wednesday, July 15, 2015, at 12:00 p.m. at the City of Sedalia Municipal Building. The meeting was called to order by Chairman Esquivel.

ROLLCALL:

Members		Ex-Officio Members	
Deidre Esquivel	Present	Bill Beck	Not Present
James Callis	Not Present	Victoria Kottman	Not Present
John Rucker	Present	Greg Harrell	Present
Shirley Neff	Present		
Dennis Henderson	Present		
Ruth Kell	Present		
David Goldsmith	Present		

Guests- Ellen Cross, Mayor Stephen Galliher

The minutes of the June 10, 2015 meeting were approved.

UNFINISHED BUSINESS:

NEW BUSINESS:

Alex Sanderson, 1010 Crescent Drive, is requesting no parking on Crescent Drive. There is no curb and gutter so when vehicles park on the shoulder it tears up the road. The residents have off-street parking. Staff recommends the commission deny the request. This problem exists all over town. There are some residents that do park on the shoulder as they only have parking for one vehicle in the driveway. Also, if the residents have company they would have nowhere to park.

Neff asked what the law states about parking on the shoulder because as they were driving down Crescent Drive the other day they came to a vehicle that was parked half on the shoulder and half on the street. There was another vehicle coming down the street from the other direction so they had to move very far over to the edge of the street to get around the parked car. Neff called the police department and spoke to an officer and the officer explained vehicles are not supposed to park on the shoulder as that is City right of way but they can park on the street. Neff stated she did not know if that was correct. Cross explained that what the office explained was correct; parking off the shoulder is illegal but parking on the street if not as long as they leave 12 foot of passage. Harrell also stated this week they have had a couple of instances where they could not get the fire truck down a street because of vehicles parked on both sides and they had to back down the street because they could not get down. The two calls were non-emergency calls but he is worried one of these times it might be an emergency and this could cause a 2 to 3 minute delay in their response. Mayor Galliher stated we might need to look at some of the narrow streets in town if the fire trucks are having trouble. There was discussion about where the residents might park if they were not allowed to park on the street. **Neff made a motion to deny the request. Second by Henderson. All were in favor.**

OTHER ITEMS FOR DISCUSSION:

Mayor Galliher asked if the Commission might look at the intersection of 16th & Kentucky to see if the 4 way stop is necessary. The Commission requested staff gather the necessary information to review this intersection.

Henderson asked how the information for the other 4 way stops was coming. Cross stated all the information was gathered but it had not been compiled or reviewed.

Rucker asked if trash containers (large dumpsters) that are placed on the street are required to have any markings that will make them visible at night. There is one on E. 16th Street and it is almost impossible to see. Cross explained there is an existing ordinance on how the containers should be marked. Cross will request someone check on this.

Mayor Galliher stated the commission was doing a great job. He knows sometimes Council does not follow the commission's recommendations but that is not very often. This is a great committee and he asked they don't get discouraged.

Next meeting will be August 12, 2015.

The meeting adjourned at 12:20 p.m.

CITY OF SEDALIA
PLANNING & ZONING COMMISSION
MINUTES JULY 22, 2015
COUNCIL CHAMBERS, MUNICIPAL BUILDING

PRESENT: JIM NORTON
GEORGE ESSER
STEPHEN GALLIHER
DAN ALBERT
TERESA MCDERMOTT
JAMES CUNNINGHAM
CONNIE MCLAUGHLIN
LA VERA SCHMITT

ABSENT:
CHRIS PATTON
BILL BECK
GREGORY NEHRING

STAFF PRESENT:

GARY EDWARDS
ANNE GARDNER
JOHN SIMMONS
JILENE STREIT

PLANNING AND ZONING MEETING

The Planning and Zoning public hearing was called to order by George Esser at 5:35 p.m.

Public Hearing

We were approached by Missouri Preservation, every year they ask us, if we would like to host the preservation conference for the State of Missouri and we can't host it because we don't have the Certified Local Government which translates into the tourism issue also by not doing that we are turning down 2 or 3 nights, 200 beds per night plus \$100 per day that person is going to drop into Sedalia. We are missing out on some things by not having the Certified Local Government.

John Simmons presented the presentation from the Missouri Historic Preservation which was shown to council previously. When determining how go about creating a certified local government, it was decided that it had to go through Planning & Zoning because it falls into land use and zoning laws.

A Certified Local Government (CLG) – currently we have the National Register of Historic Places in place in Sedalia. The hardest part of all the work is surveying all the historic properties in your community and getting them listed on the national register. It allows those that own those properties the ability to access tax credits should they want to rehab their property to the United States Federal Historic standards. We already these districts in place in Sedalia: Sedalia Commercial Historic District, which has been updated twice, 136 properties in the district, period of significance 1870 to 1959. Of the 136, 88 are contributing, which means they are historic as they are presented to the public today. Sedalia Public Library; Trust Building; Bothwell Hotel; The Heard House, MKT Depot; 217 W Main which was Open Door; G & G Vet Hospital; Harris House; Lincoln Hubbard; Little Red School House; Missouri State Fairgrounds, which has 134 historic sites of that 66 contribute to the register. So we have 164

contributing sites or structures inside the city limits of the City of Sedalia. There are a few more outside in the county. The national totals as of 2006, Sedalia has 164 out of the 81,000 nationwide.

This does not place restriction on people's properties, it gives them funding incentives.

To be listed it needs to be a historical event or pattern; a person connected to the property was significant; the design was of significance or its potential to yield information about history & pre-history.

Sedalia falls into the Criteria A category.

The role of the local government is to create the certified local government which then makes recommendations to city council to create local districts. These are not national districts, these are only local that we as a group of people in this community that are saying, this is historically significant we need to designate it as a district so that the owners of those properties can then access state or federal tax credits to improve the property, stabilize the property. It will help Meg in her business recruitment efforts. People actually look for these projects.

The Preservation Office with the State Department of National Resources is required to provide technical training to the commission. Our request for financial or technical assistance gets a priority rating from the state office. Surveys are already done, some of the hard work is done it's just matter of putting in the formal district. Preservation Office has federal monies that comes to the state that can only be sent out to communities that have a certified local government. If we created this CLG through City Council it would probably reside through P & Z also. We would have to establish a local preservation ordinance. Want to keep the fabric together of the historic areas of town. Would have a commission of 5 members, would maintain a system to survey & inventory historic properties. According to the national register a historic property is anything older than 50 years of age. We have a lot of current modern structures that are going to start qualifying to gain access to these funds that are out there.

Questions:

George wanted to know if this effected federal grants? It re-opens the door to priority for federal funds that is currently closed to Sedalia right now.

Terry wanted to know if there are any down sides to this? John indicated we have tried multiple times over the years to get a CLG. The down side is just the perception of what it means. They are worried about the strict restrictions and we need to craft this so that we are not telling, we are recommending. Want them aware that they have a historic property and there is a process about doing things the right way. It will be an education process with the public.

Meg said it's just a preliminary layer, they make a recommendation to Planning & Zoning and then in turn to council. We could access federal money for certain projects and funding to send people to preservation conferences and also to host the Preservation Conference. We have to be CLG in order to host it.

John said one of the biggest advantages to having the CLG is for the residential neighborhoods. If you have a historic home and after the district is determined, that puts into place for all those homeowners to receive state tax credits where they get 25% of the cost of rehabbing their house if they do it by the standards, reimbursed to them over the 5 years.

This also includes designation of local landmarks. If the commission received a request to have a certain property to designate as a local landmark then the commission could review it.

Dan was concerned how deep the rules would go in order to get the federal money? John indicated that had to have the government put in place that has the review to make the recommendations. You can make the rules as stringent or as lenient as you want them to be.

John pointed out what the CLG would do in the future will meet for the 1st time and meet for their course of work. They are to point out if they want should have design guidelines or we should create a historic residential district with such boundaries. They will tackle those issues and make recommendations to the P&Z board and the council. We are not creating a district or guidelines tonight. We are endorsing having the Certified Local Government.

The public hearing was closed at 5:55.

George called the Planning & Zoning meeting to order. Roll call was taken.

Jim made the motion to approve the March 2015 minutes, seconded by Steve Galliher. **The motion carried.**

New Business:

Certified Local Government Ordinance

Comments:

Anne indicated that it might be beneficial to have alternates on the board along with the other 5 members.

John specified one of the goals for wanting this, is they want to host the conference in Sedalia in 2017.

Terri McDermott made the motion to approve the CLG ordinance, seconded by Connie McLaughlin. **The motion carried 8-0.**

Next Planning & Zoning meeting will be held August 5, 2015 for rezoning of 704 S Montgomery.

With no other business the Commission adjourned at 6:05 pm.

Submitted by:

Jilene Streit

George Esser, Chairman

(meeting recorded)

Memo

To: Mayor Stephen Galliher & Sedalia City Council
From: Space Needs Analysis Selection Committee
Gary Edwards, City Administrator
John Simmons, Community Development Director
Kelvin Shaw, Finance Director
Chief John DeGonia
Date: 8/12/2015
Re: Police Department Space Needs Analysis

The City of Sedalia received nine responses to the advertised Request for Qualifications prior to the June 24, 2015 deadline.

All firms submitting their qualifications were qualified, however the selection committee determined that Chiodini and Associates assembled the best team for the scope of work. We have had recent success with Chiodini & Associates on the council chamber redesign and are confident of their abilities to successfully analyze and make recommendations on the future space needs of the police department.



1401 South Brentwood Blvd | Suite 425 | Saint Louis, Missouri 63144
314 725.5588 | FAX 314 725 4347 | arch@chiodini.com

July 14, 2015
July 15, 2015 (REV)

John Simmons
Community Development Director
City of Sedalia
200 South Osage
Sedalia, MO 65301

**RE: City of Sedalia Police Department Space Needs Analysis
Chiodini Architects Project No.: 2015.077**

Overview:

Analyze the current and future space and operational needs of the City of Sedalia Police Department and evaluate the feasibility of the construction of a new Police Department facility, recommend the most economical and efficient solution to meet the current and future space and operational needs of the City of Sedalia Police Department, and provide presentation support and presentation materials necessary for presentations to the community and to the Council.

Chiodini Architects has proposed to perform the following scope of work for a **Not-to-Exceed Fee of \$45,700**; to be billed against on an hourly basis, plus normal reimbursable expenses.

Basic Design Services will consist of the following Phases of Service and associated scheduled fees:

MONTH 1:

SPACE & OPERATIONAL PROGRAMMING PHASE SERVICES

Identify existing and future space and operational needs for the Police Department; in consultation with the Police Department, City Administration, and national, state and local public safety standards; including square footages, current and projected staff levels. Develop Space Needs Program and associated cost estimate on a square foot basis.

MONTH 2:

CONCEPTUAL DEVELOPMENT PHASE SERVICES

Based on the approval of the Space & Operational Program, prepare Conceptual Development Documents to evaluate the feasibility, based on economies and efficiencies, of the construction of a new facility to meet the identified Police Department needs.

New Facility Conceptual Development Phase:

1. Identify potential sites (up to 3 sites included herein) for a new facility, based on probability, land acquisition cost, Department response time, and other contributing factors.
2. Prepare site utilization testing of sites (up to 3 sites included herein) to determine feasibility for effectively accommodating a New Police Department facility to serve the community efficiently.
3. Prepare Conceptual Renderings of facility exterior and interior, Conceptual Floor Plans showing proposed space planning, and Conceptual Site Plans for the site alternative (1 thus) determined to best meet the needs and goals of the Police Department.
4. Prepare detailed Conceptual "total" project cost estimate for the alternative (1 thus) determined to best meet the needs and goals of the Police Department; including scope of work narrative, cost-related assumptions (site utilities, geotechnical, etc.), construction scope items, FF&E estimates, and project soft costs.

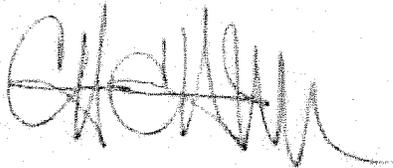
RECOMMENDATION & DELIVERABLES

With the Police Department and City staff, evaluate the pros and cons for selected alternative (1 each) for a New Facility Evaluation based on cost, operational efficiency, and service to the Community to determine best course of action for the Police Department Facility.

Deliverables are to include the City of Sedalia Police Department Space Needs Analysis report booklet and two (2) PowerPoint presentations; up to two (1) City/Community progress presentations and one (1) final City Council presentation.

We look forward to working with you on this exciting project. Should you have any further questions, please don't hesitate to call.

Sincerely,
CHIODINI ARCHITECTS



Christopher L. Chiodini AIA, NCARB, LEED AP
Vice President/Director of Architecture



MEMO

To: Gary Edwards, City Administrator
From: Andrew S. Burt, Chief Building Official *ASB*
Date: August 11, 2015
Subject: Bids For Demolition

In accordance with the City of Sedalia purchasing policy, we have obtained quotes for demolition of the structures located at the following properties:

916 West 6th

Schultz Wrecking	\$9,600.00
Poort Excavating LLC	\$9,500.00
B & P Excavating	\$8,000.00

Recommend awarding bid to B & P Excavating in the amount of **\$8,000.00**

403 West 5th

Schultz Wrecking	\$8,000.00
Poort Excavating LLC	\$8,300.00
B & P Excavating	\$9,000.00

Recommend awarding bid to Schultz Wrecking in the amount of **\$8,000.00**



PERSONNEL DEPARTMENT

August 17, 2015

Mayor Steve Galliher
Members of the City Council
Sedalia, Missouri

RE: Original Records Destruction

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

- Unsuccessful General Employment Applications – February, 2015 – Retention 1 year;
- Random Negative Drug Test Results, 2007 through 2012 – Retention 1 year;

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

Method of destruction will be by shredder.

Sincerely,

A handwritten signature in cursive script that reads "John L. Rice".

John L. Rice
Personnel Director

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND LOUIS G. CHIODINI, INC. D/B/A CHIODINI ASSOCIATES AKA CHIODINI ARCHITECTS FOR A SPACE NEEDS ANALYSIS FOR THE SEDALIA POLICE DEPARTMENT.

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

WHEREAS, under the proposal, the City of Sedalia, Missouri, shall give the sum and amount of not to exceed Forty-five Thousand Seven Hundred Dollars (\$45,700.00) plus additional services and reimbursable expenses to Louis G. Chiodini, Inc. dba Chiodini Associates aka Chiodini Architects for the preparation of a space needs analysis to be completed in 45 days for the Sedalia Police Department as described in the proposed agreement attached as Exhibit A and incorporated by reference as though the proposed agreement were set forth herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri, and Louis G. Chiodini, Inc. dba Chiodini Associates aka Chiodini Architects in substantively the same form and content as the agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 17th day of August 2015.

Presiding Officer of the Council

Approved by the Mayor of said City this 17th day of August 2015.

ATTEST:

Stephen J. Galliher, Mayor

Arlene Silvey, MPCC
City Clerk



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Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 13 day of July in the year 2015
(In words, indicate day, month and year.)

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

City of Sedalia
200 South Osage
Sedalia, Missouri 65301

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

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

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

City of Sedalia Police Department Space Needs Analysis

- Preparation of a comprehensive Space Needs Analysis to analyze the current and future space and operational needs of the city of Sedalia Police Department
 - Evaluation of property acquisition (up to 3 sites) and a new facility, only, to meet Police Department current and future space and operational needs.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

Init.

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(1430678138)

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- 2 ARCHITECT'S RESPONSIBILITIES
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- 6 COST OF THE WORK
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- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

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

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

City of Sedalia Police Department Space Needs Analysis

- Preparation of a comprehensive Space Needs Analysis to analyze the current and future space and operational needs of the city of Sedalia Police Department
 - Evaluation of renovations/addition to existing City Hall to meet Police Department current and future space and operational needs.
 - Evaluation of property acquisition (up to 3 sites) and a new facility to meet Police Department current and future space and operational needs.

§ 1.2 The Owner's anticipated dates for commencement and completion of Space Needs Analysis are set forth below:

- .1 Commencement date:
July 15, 2015
- .2 Completion date:
August 31, 2015

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(1430678138)

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

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

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

.1 General Liability

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

.2 Automobile Liability

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

.3 Umbrella Liability

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

.4 Workers' Compensation

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

.5 Professional Liability

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

Exhibit A – Certificate of Insurance, attached.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES (See Attached Sedalia Space Needs Scope, Exhibit C)

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include Architectural Planning and Design, Criminal Justice/Law Enforcement/Public Safety/Security Design, and Cost Estimating services; as required

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to perform the evaluation scope identified. Services not set forth in this Article 3 are Additional Services. Civil Engineering, Site Surveying, Geotechnical and Environmental Engineering services are not included in the scope of work identified.

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

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

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

(Paragraph deleted)

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

§ 3.2 SPACE & OPERATIONAL PROGRAMMING/ANALYSIS PHASE SERVICES

§ 3.2.1 Identify existing and future space and operational needs for the Police Department, in consultation with the Police Department, City Administration, and national, state and local public safety standards; including square footages, current and projected staff levels.

(Paragraphs deleted)

§ 3.3 CONCEPTUAL DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Space & Operational Program, the Architect shall prepare Conceptual Development Documents for the Owner's approval. The Conceptual Development Documents shall evaluate the feasibility of renovations/additions to the existing City Hall and/or the construction of a new facility to meet the identified Police Department current and future space and operational needs.

§ 3.3.2 RECOMMENDATION

§ 3.3.2.1 With the Police Department and City staff, evaluate the pros and cons for selected concepts (1 each) for renovations/additions to existing City Hall and a new facility based on cost, operational efficiency, and service to the Community to determine best course of action for the Police Department Facility.

§ 3.3.3 DELIVERABLES

(Paragraphs deleted)

§ 3.3.4.1 Deliverables are to include the City of Sedalia Police Department Space Needs Analysis report booklet and PowerPoint presentation (1 thus); one (1) City/Community progress presentations and one (1) final presentation.

(Paragraphs deleted)

§ 3.3.3.2 Conceptual Interior/Exterior Renderings, Conceptual Floor Plans, Conceptual Site Plans, Facility Study report booklet material, and PowerPoint materials will be formatted as required to assist the City in the funding process. The Architect will be available for presentation (1 thus), as needed by the City, associated with the funding process for the project.

(Paragraphs deleted)

ARTICLE 4 ADDITIONAL SERVICES

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

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

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect	Basic Services
§ 4.1.2 Multiple preliminary designs	Architect	Basic Services
§ 4.1.3 Measured drawings	Architect	Basic Services - As necessary for Conceptual Development
§ 4.1.4 Existing facilities surveys	Architect	Basic Services - As necessary for Conceptual Development
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Architect	Basic Services – Up to 3 sites for new facility evaluation/Conceptual Development
§ 4.1.6 Building information modeling	N/A	
§ 4.1.7 Civil engineering	N/A	
§ 4.1.8 Landscape design	N/A	
§ 4.1.9 Architectural Interior Design (B252™-2007)	N/A	
§ 4.1.10 Conceptual Value Analysis (B204™-2007)	Architect	Basic Services
§ 4.1.11 Conceptual cost estimating	Architect	Basic Services
§ 4.1.12 On-site project representation	N/A	
§ 4.1.13 Conformed construction documents	N/A	
§ 4.1.14 As-Designed Record drawings	N/A	
§ 4.1.15 As-Constructed Record drawings	N/A	
§ 4.1.16 Post occupancy evaluation	N/A	
§ 4.1.17 Facility Support Services (B210™-2007)	N/A	
§ 4.1.18 Tenant-related services	N/A	
§ 4.1.19 Coordination of Owner's consultants	N/A	
§ 4.1.20 Telecommunications/data design	Architect	Basic Services – SD Level
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	N/A	
§ 4.1.22 Commissioning (B211™-2007)	Architect	Basic Services – LEED Checklist and Cost Impact Evaluation
§ 4.1.23 LEED Evaluation for Conceptual Alternatives	N/A	
<i>(Row deleted)</i>		
§ 4.1.24 LEED® Certification (B214™-2007)	N/A	
§ 4.1.25 Fast-track design services	N/A	
§ 4.1.26 Historic Preservation (B205™-2007)	N/A	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	N/A	

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

N/A

Init.

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

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

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

§ 4.3.2

(Paragraphs deleted)

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

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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§ 5.4 The Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement; including all information, requirements, data, and instructions required for Owner supplied equipment. The Architect may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Architect shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's consultants and contractors.

If determined necessary, as an additional service, the Architect at the written request of the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site(s) of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 If determined necessary, as an additional service, the Architect at the written request of the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 § 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

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

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

(Paragraphs deleted)

ARTICLE 6 COST OF THE WORK

N/A

(Paragraphs deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

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

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

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

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

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

§ 8.2 MEDIATION

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

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

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

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

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

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of

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services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

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

a Not-to-Exceed Fee of \$45,70000 (Forty Five Thousand, Seven Hundred Dollars) to be billed against monthly on an hourly basis, per the attached 2015 hourly rate sheets (Exhibit B), plus reimbursable expenses.

If selected as the architectural firm for final A/E services for Design Development, Construction Document, and Construction Administration Phases of Services for the new Police Department facility as planned and designed per the scope of design services and deliverables included in this agreement; Chiodini Architects will grant a 10% credit against an approximate 9% fee, based on Cost of Construction, for final A/E services. This credit is predicated on no substantial planning and design changes to the initial Conceptual/Schematic Design provided under this Space Needs Analysis and Conceptual/Schematic agreement.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly basis per attached 2015 hourly rate sheets (Exhibit B)

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

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

Hourly basis per attached 2015 hourly rate sheet,(Exhibit B)

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

(Paragraph deleted)

(Table deleted)

(Paragraph deleted)

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

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

2015 Hourly Rate Sheets; attached Exhibit B

Employee or Category

Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

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

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

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

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

TBD

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§ 11.10 PAYMENTS TO THE ARCHITECT

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

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

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

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

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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

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

Exhibit A: Chiodini Architects 2015 Certificate of Insurance
Exhibit B: Chiodini Architects and Redstone Architects 2015 Hourly Rates
Exhibit C: Chiodini Sedalia Police Department Space Needs Scope, dated July 15, 2015 (REV)

Init.

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

OWNER

ARCHITECT

(Signature)

(Printed name and title)



(Signature)

Christopher L. Chiodini Vice President

(Printed name and title)

Init.



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Additions and Deletions Report for AIA[®] Document B101[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:03:07 on 07/28/2015.

PAGE 1

AGREEMENT made as of the 13 day of July in the year 2015

...

City of Sedalia
200 South Osage
Sedalia, Missouri 65301

...

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

...

City of Sedalia Police Department Space Needs Analysis

- Preparation of a comprehensive Space Needs Analysis to analyze the current and future space and operational needs of the city of Sedalia Police Department
 - Evaluation of property acquisition (up to 3 sites) and a new facility, only, to meet Police Department current and future space and operational needs.

PAGE 2

City of Sedalia Police Department Space Needs Analysis

- Preparation of a comprehensive Space Needs Analysis to analyze the current and future space and operational needs of the city of Sedalia Police Department
 - Evaluation of renovations/addition to existing City Hall to meet Police Department current and future space and operational needs.
 - Evaluation of property acquisition (up to 3 sites) and a new facility to meet Police Department current and future space and operational needs.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work and completion of Space Needs Analysis are set forth below:

.1 ~~Commencement of construction~~ date:

July 15, 2015

.2 ~~Substantial~~ Completion date:

August 31, 2015

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

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

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

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

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

.3 Umbrella Liability

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

.4 Workers' Compensation

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

.4 Professional Liability,5 Professional Liability

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

Exhibit A – Certificate of Insurance, attached.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES (See Attached Sedalia Space Needs Scope, Exhibit C)

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include ~~usual and customary structural, mechanical, and electrical engineering services. Architectural Planning and Design, Criminal Justice/Law Enforcement/Public Safety/Security Design, and Cost Estimating services; as required to perform the evaluation scope identified.~~ Services not set forth in this Article 3 are Additional Services. Civil Engineering, Site Surveying, Geotechnical and Environmental Engineering services are not included in the scope of work identified.

§ 3.1.3 ~~As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once~~

approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

~~§ 3.1.4~~ The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval. shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. The Architect shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Architect to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Service provisions of this Agreement.

~~§ 3.1.5~~ The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES SPACE & OPERATIONAL PROGRAMMING/ANALYSIS PHASE SERVICES

~~§ 3.2.1~~ The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. Identify existing and future space and operational needs for the Police Department, in consultation with the Police Department, City Administration, and national, state and local public safety standards; including square footages, current and projected staff levels.

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

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

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

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

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

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

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

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

~~§ 3.3~~ ~~DESIGN DEVELOPMENT PHASE SERVICES~~ CONCEPTUAL DEVELOPMENT PHASE SERVICES

~~§ 3.3.1~~ Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Space & Operational Program, the Architect shall prepare Conceptual Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels. Conceptual Development Documents shall evaluate the feasibility of renovations/additions to the existing City Hall and/or the construction of a new facility to meet the identified Police Department current and future space and operational needs.

~~§ 3.3.2~~ The Architect shall update the estimate of the Cost of the Work.

RECOMMENDATION

~~§ 3.3.2.1~~ With the Police Department and City staff, evaluate the pros and cons for selected concepts (1 each) for renovations/additions to existing City Hall and a new facility based on cost, operational efficiency, and service to the Community to determine best course of action for the Police Department Facility.

~~§ 3.3.3~~ The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

DELIVERABLES

~~§ 3.4~~ ~~CONSTRUCTION DOCUMENTS PHASE SERVICES~~

~~§ 3.4.1~~ Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

~~§ 3.4.2~~ The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

~~§ 3.4.3~~ During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

~~§ 3.4.4~~ The Architect shall update the estimate for the Cost of the Work.

~~§ 3.4.5~~ The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

~~§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES~~

~~§ 3.5.1 GENERAL~~

~~The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.~~

~~§ 3.5.2 COMPETITIVE BIDDING~~

~~§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.~~

~~§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by~~

- ~~1 — procuring the reproduction of Bidding Documents for distribution to prospective bidders;~~
- ~~2 — distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;~~
- ~~3 — organizing and conducting a pre bid conference for prospective bidders;~~
- ~~4 — preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and~~
- ~~5 — organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~

~~§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.~~

~~§ 3.5.3 NEGOTIATED PROPOSALS~~

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by~~

- ~~1 — procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~
- ~~2 — organizing and participating in selection interviews with prospective contractors; and~~
- ~~3 — participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

~~§ 3.6 CONSTRUCTION PHASE SERVICES~~

~~§ 3.6.1 GENERAL~~

~~§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™ 2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201 2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~

~~§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.~~

~~§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.~~

~~§ 3.6.2 EVALUATIONS OF THE WORK~~

~~§ 3.6.2.1~~ The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

~~§ 3.6.2.2~~ The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

~~§ 3.6.2.3~~ The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

~~§ 3.6.2.4~~ Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.3.4.1 Deliverables are to include the City of Sedalia Police Department Space Needs Analysis report booklet and PowerPoint presentation (1 thus); one (1) City/Community progress presentations and one (1) final presentation.

~~§ 3.6.2.5~~ Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

~~§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR~~

§ 3.3.3.2 Conceptual Interior/Exterior Renderings, Conceptual Floor Plans, Conceptual Site Plans, Facility Study report booklet material, and PowerPoint materials will be formatted as required to assist the City in the funding process. The Architect will be available for presentation (1 thus), as needed by the City, associated with the funding process for the project.

~~§ 3.6.3.1~~ The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

~~§ 3.6.3.2~~ The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from

Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (1) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

~~§ 3.6.6.2~~ The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

~~§ 3.6.6.3~~ When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

~~§ 3.6.6.4~~ The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

~~§ 3.6.6.5~~ Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

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§ 4.1.1	Programming (B202™-2009)	Architect	Basic Services
§ 4.1.2	Multiple preliminary designs	Architect	Basic Services
§ 4.1.3	Measured drawings	Architect	Basic Services - As necessary for Conceptual Development
§ 4.1.4	Existing facilities surveys	Architect	Basic Services - As necessary for Conceptual Development
§ 4.1.5	Site Evaluation and Planning (B203™-2007)	Architect	Basic Services – Up to 3 sites for new facility evaluation/Conceptual Development
§ 4.1.6	Building Information Modeling (E202™-2008) information modeling	N/A	
§ 4.1.7	Civil engineering	N/A	
§ 4.1.8	Landscape design	N/A	
§ 4.1.9	Architectural Interior Design (B252™-2007)	N/A	
§ 4.1.10	Conceptual Value Analysis (B204™-2007)	Architect	Basic Services
§ 4.1.11	Detailed-Conceptual cost estimating	Architect	Basic Services
§ 4.1.12	On-site Project Representation (B207™-2008) project representation	N/A	
§ 4.1.13	Conformed construction documents	N/A	
§ 4.1.14	As-Designed Record drawings	N/A	
§ 4.1.15	As-Constructed Record drawings	N/A	
§ 4.1.16	Post occupancy evaluation	N/A	
§ 4.1.17	Facility Support Services (B210™-2007)	N/A	
§ 4.1.18	Tenant-related services	N/A	
§ 4.1.19	Coordination of Owner's consultants	N/A	
§ 4.1.20	Telecommunications/data design	Architect	Basic Services – SD Level
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	N/A	
§ 4.1.22	Commissioning (B211™-2007)	Architect	Basic Services – LEED Checklist and Cost Impact Evaluation
§ 4.1.23	LEED Evaluation for Conceptual Alternatives	N/A	
§ 4.1.23	Extensive environmentally responsible design		
§ 4.1.24	LEED® Certification (B214™-2012)(B214™-2007)	N/A	
§ 4.1.25	Fast-track design services	N/A	
§ 4.1.26	Historic Preservation (B205™-2007)	N/A	

§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	N/A	
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N/A

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§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 — Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 — Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;
- .3 — Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 — Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 — Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or If the services covered by this Agreement have not been completed within three (3) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services to be billed on an hourly basis, per attached hourly rate sheet.
- .6 — To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 — () reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 — () visits to the site by the Architect over the duration of the Project during construction
- .3 — () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 — () inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

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

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§ 5.4 The Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement; including all information, requirements, data, and instructions required for Owner supplied equipment. The Architect may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Architect shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's consultants and contractors.

If determined necessary, as an additional service, the Architect at the written request of the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site-site(s) of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The If determined necessary, as an additional service, the Architect at the written request of the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 § 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided. § 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

...

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

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

N/A

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land,

rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

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

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

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) Architect, its officers, directors, employees

and subconsultants (collectively, Architect) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

...

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

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

...

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

...

[] Litigation in a court of competent jurisdiction

...

§ 8.3 ARBITRATION

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute~~

of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

~~§ 8.3.2~~ The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.3~~ The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.4 CONSOLIDATION OR JOINDER~~

~~§ 8.3.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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~~§ 10.1~~ This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~located.~~

...

~~§ 10.3~~ The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Architect as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

...

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

The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Architect's negligent performance of professional

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

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

PAGE 11

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

...

a Not-to-Exceed Fee of \$45,70000 (Forty Five Thousand, Seven Hundred Dollars) to be billed against monthly on an hourly basis, per the attached 2015 hourly rate sheets (Exhibit B), plus reimbursable expenses.

If selected as the architectural firm for final A/E services for Design Development, Construction Document, and Construction Administration Phases of Services for the new Police Department facility as planned and designed per the scope of design services and deliverables included in this agreement, Chiodini Architects will grant a 10% credit against an approximate 9% fee, based on Cost of Construction, for final A/E services. This credit is predicated on no substantial planning and design changes to the initial Conceptual/Schematic Design provided under this Space Needs Analysis and Conceptual/Schematic agreement.

PAGE 12

Hourly basis per attached 2015 hourly rate sheets (Exhibit B)

...

Hourly basis per attached 2015 hourly rate sheet, (Exhibit B)

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

...

~~§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:~~

Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Bidding or Negotiation Phase	percent (%)
Construction Phase	percent (%)
<hr/>		
Total Basic Compensation	one hundred percent (100 %)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

...

2015 Hourly Rate Sheets; attached Exhibit B

...

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

...

TBD

PAGE 13

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

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

...

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

...

N/A

...

Exhibit A: Chiodini Architects 2015 Certificate of Insurance

Exhibit B: Chiodini Architects and Redstone Architects 2015 Hourly Rates

Exhibit C: Chiodini Sedalia Police Department Space Needs Scope, dated July 15, 2015 (REV)

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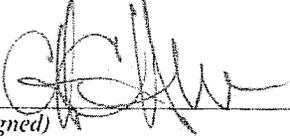
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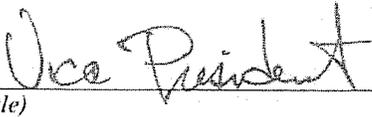
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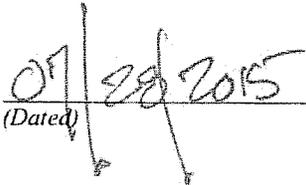
I, Christopher Chiodini, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:03:07 on 07/28/2015 under Order No. 7888449237_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)



(Dated)



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

2015 BILLING RATE TABLE

Company Title

Billing Rate

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

Chiodini Architects

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

Redstone Architects

Dan Redstone – Principal	\$180
Matthew Berge – Project Architect	\$115
Designer	\$75

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 40-294 OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI RELATING TO THE FIREFIGHTERS' RETIREMENT FUND BOARD OF TRUSTEES.

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

Section 1. Section 40-294 of the Code of Ordinances of the City of Sedalia, Missouri is hereby amended to read as follows:

“Sec. 40-294. - Composition; election of certain members; officers; compensation and expenses.

The board of trustees of the firefighters' retirement fund shall consist of the mayor, the city clerk, the fire chief, the city attorney, the finance director, three members of the fire department elected by the members thereof and one member of the retired or pensioned list elected by the retired or pensioned members, such election to be held on the first Monday in June of each year for the term of one year. The three elected fire department members shall be elected for terms of three years, with one member standing for election each year on the first Monday in June, except that for elections held in June 1990, the fire department members shall elect one member for a one-year term, one for a two-year term and one for a full three-year term. The board of trustees shall elect by a majority vote of its members from its membership a president, and a secretary, who may but need not be one of its members, and the city clerk shall be ex officio treasurer of the board. The compensation of all persons engaged by the board of trustees and all other expenses of the board necessary for the operation of the pension firefighter's retirement fund shall be paid at such rates and in such amounts as the board of trustees shall approve.”

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 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 17th day of August, 2015.

Presiding Officer of the Council

Approved by the Mayor of said City this 17th day of August, 2015.

Stephen J. Galliher, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A REZONING APPLICATION BY CONNIE L. KOERING, TRUSTEE OF THE JANICE COLLINS LIVING TRUST, FOR PROPERTY LOCATED AT 704 SOUTH MONTGOMERY AVENUE IN THE CITY OF SEDALIA, MISSOURI.

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, upon the application of Connie L. Koering, Trustee of the Janice Collins Living Trust, has recommended by a vote of 9-yes, 0-no that her rezoning application be granted for the said location; provided however, that said rezoning is only and is limited for the storage of lawn mowing equipment and no other use as authorized for C-3 Commercial District, Section 64-44. 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 August 5, 2015 to consider the application, and upon the hearing and examination of the application of the said Planning and Zoning Commission.

Section 2. The said real estate mentioned in Section 1 is described and attached to this ordinance as Exhibit A.

Section 3. The Zoning Ordinances of the City of Sedalia, Missouri are hereby amended so that the real estate described in Exhibit A, which is presently R-1 Single Family Residential is rezoned to C-3 Commercial District provided however, that said rezoning is only and is limited for the storage of lawn mowing equipment and no other use as authorized for C-3 Commercial District, Section 64-44.

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 17th day of August, 2015.

Presiding Officer of the Council

Approved by the Mayor of said City this 17th day of August, 2015.

Stephen J. Galliher, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

EXHIBIT A

(Legal Description of Property 704 S. Montgomery Avenue)

704 S. Montgomery: LOT FIVE (5) IN BLOCK NUMBER FIVE (5) OF E.T. BROWN'S
FIRST ADDITION IN THE CITY OF SEDALIA, MISSOURI.

**APPLICATION FOR AN
AMENDMENT TO THE ZONING DISTRICT MAP**

Sedalia City Planning & Zoning Commission
200 S. Osage Avenue
Sedalia, Missouri 65301

DO NOT WRITE IN THIS SPACE	
Date of Public Hearing	
Date Submitted	<u>6-23-15</u>
Date Advertised	
Date of Mailing	
Checked By	
Receipt No.	
Commission Action	
Council Action	

1. Applicant's Name Janice Collins Living Trust by Connie L. Keering
2. Applicant's Address 1611 S. Stewart, Sedalia, MO 65301
3. Telephone Number (Home) 660-827-3418 (Business) 660-287-0103
4. Present Zoning R-1 Requested Zoning _____
5. Legal Description of property requested to be rezoned, with street address or location:
704 S. Montgomery Avenue
Lot 5 Blk 5 E T Brown Lot Add.
6. Area of subject property, square feet and/or acres 45 X 120 5400 sq. ft.
7. Present Use of subject property vacant lot with storage in shed
8. Desired use of subject property vacant lot with lawn mowing storage
9. What is the present use of the adjoining properties? North residential
South hair beauty shop East residential West residential
10. How can you justify the proposed zoning change? (To answer this question, see Page 1, Item 2)
11. Time schedule for development no development planned
12. Is property in a flood plain district? If yes, please indicate applicable FEMA Map applicable zone no Has base flood elevation been established? _____
If yes, please explain how such elevation was determined. _____
13. Public Utilities available at site: Sewer yes " at _____
Water yes
at _____
Natural Gas yes " at _____
Electric yes
at _____
14. Exhibits furnished _____
15. Connie L. Keering 1611 S. Stewart, Sedalia MO
Signature of Applicant Address of Applicant 65301
16. Relationship of applicant to property: Owner _____ Agent _____
17. Other Trustee of Janice L. Collins Living Trust
(Explain)

City of Sedalia

TELEPHONE (660) 827-3000



MUNICIPAL BUILDING
200 SOUTH OSAGE AVENUE
SEDALIA, MISSOURI 65301

FAX (660) 827-7800

July 9, 2015

NOTIFICATION LETTER

To Whom It May Concern:

This is to notify you that a public hearing will be held in the City of Sedalia's Council Chambers of the Municipal Building, 2nd Street & Osage Avenue, Sedalia, Missouri to consider a rezoning for the following described tract of land:

PROPERTY ADDRESS: 704 S MONTGOMERY, SEDALIA, MO

LEGAL DESCRIPTION: LOTS FIVE (5) IN BLOCK NUMBER FIVE (5) OF E.T. BROWN'S FIRST ADDITION IN THE CITY OF SEDALIA, MISSOURI.

PURPOSE OF REZONING: From the current R-1, single family residential to C-3, commercial.

The public hearing will be held to consider the rezoning permit for the above described tract. Hearing will begin at 5:30 pm on Wednesday, August 5, 2015 and any interested persons or property owners are invited to attend. For any additional information regarding this special use permit, please contact the undersigned at the Municipal Building.

Respectfully,

John Simmons
Director of Community Development
(660) 827-3000 x127

JS:js

City of Sedalia



MUNICIPAL BUILDING
P.O. BOX 1707
SEDALIA, MISSOURI 65302-1701

TELEPHONE (660) 827-3000
FAX (660) 827-3885

MEMO

TO: Planning & Zoning Commission
From: Andrew S. Burt, Chief Building Official *ASB*
Date: July 23, 2015
Subject: Rezoning Application – 704 South Montgomery

Description of Request:

Rezoning application by Janice Collins Living Trust / Connie L. Koering for property located at 704 South Montgomery currently zoned as R-1 Single Family Residential to C-3 Commercial.

Staff Review:

The applicant is requesting the zoning change to sell the property to a company that will use the existing garage to run their lawn mowing business. The garage is currently considered accessory use structure to the commercial property directly to the south and an existing non-conforming use. The proposed use would be consistent with its current use.

The rezoning request is compatible with the City of Sedalia Comprehensive Plan of 2008 that identifies this area for future growth and infill and Urban Development.

Staff Recommendation:

Staff recommends the application for rezoning from R-1 Single Family Residential to C-3 Commercial District be approved.

Should you have any questions or concerns regarding this advisory or the request described herein, please don't hesitate to contact me.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 36-22 OF THE CITY OF SEDALIA'S CODE OF ORDINANCES.

WHEREAS, Section 479.350 of the Revised Statutes of Missouri has been amended, with effective date of August 28, 2015 to preclude the issuance of a failure to appear warrant for certain minor traffic violations and requires Section 36-22 of the City's Code of Ordinances to be amended.

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

Section 1. Section 36-22 of the Code of Ordinances is amended to read as follows:

"Sec. 36-22. - Failure to appear upon arrest or summons.

It is unlawful for any person to fail to appear before the municipal court as required upon an arrest or summons for the violation of a municipal ordinance, except for a minor traffic violation. A minor traffic violation is defined as a municipal ordinance violation that does not involve an accident or injury, that does not involve the operation of a commercial motor vehicle and for which the Missouri Department of Revenue is authorized to assess no more than four (4) points to a person's driving record upon conviction. A minor traffic violation shall exclude a violation for exceeding the speed limit by more than 19 miles per hour or a violation occurring within a construction zone or school zone.

Section 2. This ordinance shall take effect and be in full force and effect from and after its passage and approval as of August 28, 2015.

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 17th day of August 2015.

Presiding Officer of the Council

Approved by the Mayor of said City this 17th day of August 2015.

ATTEST:

Stephen J. Galliher, Mayor

Arlene Silvey, MPCC
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI IMPOSING A USE TAX AT THE RATE OF TWO AND THREE-EIGHTHS PERCENT (2.375%) PURSUANT TO THE AUTHORITY GRANTED BY AND SUBJECT TO PROVISIONS OF RSMO SECTIONS 144.600 THROUGH 144.761; PROVIDING FOR USE TAX TO BE REDUCED OR RAISED IN THE SAME AMOUNT AS THE CITY SALES TAX IS REDUCED OR RAISED; AS APPROVED BY THE DULY QUALIFIED VOTERS OF THE CITY DURING THE AUGUST 4, 2015 SPECIAL ELECTION

WHEREAS, the city is authorized under RSMo Section 144.757 to impose a local use tax at a rate equal to the rate of the local sales taxes in effect in the city, and

WHEREAS, On August 4, 2015, the duly qualified voters of the City of Sedalia approved such local use tax during the Special Election by a vote of 490 – Yes and 254 - No, and the election results have been certified, thereof by the County Clerk of Pettis County.

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

Section 1. Pursuant to the authority granted by, and subject to, the provisions of RSMo Sections 144.600 through 144.761, a use tax is imposed for the privilege of storing, using, or consuming with the city any article of tangible personal property. This tax does not apply with respect to the storage, use, or consumption of any article of tangible personal property purchased, produced, or manufactured outside this state until the transportation of the article has finally come to rest within this city or until the article has become commingled with the general mass of property in this city.

Section 2. The rate of the tax will be two and three-eighths percent (2.375%) effective October 1, 2015. If any city sales tax or the rate thereof is reduced or raised by voter approval, the city use tax rate also will be deemed to be reduced, or raised by the same action reducing or raising the city sales tax.

Section 3. This tax was submitted and approved by the qualified voters of the City of Sedalia, Missouri, as required by the provisions of RSMo Section 144.757 at the special election held in the City, Tuesday, the 4th day of August, 2015. The ballot submission contained substantially the following language:

**NOTICE OF SPECIAL ELECTION
CITY OF SEDALIA, MISSOURI**

Shall the City of Sedalia, Missouri impose a local use tax equal to the total local sales tax rate, currently, two and three-eighths percent (2.375%), provided that if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action? A use tax return shall not be required to be filed by persons whose purchases from out of state vendors do not in total exceed two thousand dollars (\$2,000.00) in a calendar year.

Yes

No

Section 4. A certified copy of this ordinance shall be sent within ten day of its adoption to the Department of Revenue, Taxation Division, Local Tax Unit, Sales/Use Tax, PO Box 3380, Jefferson City, Mo 65105-3380.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 17th day of August, 2015.

Presiding Officer of the Council

Approved by the Mayor of said City this 17th day of August, 2015

Stephen J. Galliher, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI TO CONTINUE THE APPLICATION AND COLLECTION OF THE LOCAL SALES TAX ON THE TITLING OF MOTOR VEHICLES, TRAILERS, BOATS, AND OUTBOARD MOTORS THAT WERE PURCHASED FROM A SOURCE OTHER THAN A LICENSED MISSOURI DEALER; AS APPROVED BY THE DULY QUALIFIED VOTERS DURING THE AUGUST 4, 2015 SPECIAL ELECTION.

WHEREAS, as provided for under the provisions of Section 32.087 RSMo, the City submitted to the qualified voters of the City the question of continuing the application of the local sales tax to the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer; and

WHEREAS, on August 4, 2015, the duly qualified voters of the City of Sedalia approved the continuation of the application and collection of local sales tax on titling of motor vehicles, trailers, boats and outboard motors by a 523 – Yes and 215 – No vote during the Special Election, and the election results have been certified, thereof by the County Clerk of Pettis County.

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

Section 1. Pursuant to the authority granted by and subject to, the provision of RSMo., Section 32.087, the City of Sedalia imposes the local sales tax **which continues the application and collection** of the titling of motor vehicles, trailers, boats, and outboard motors that are subject to state sales tax under section 144.020 and purchased from a source other than a licensed Missouri dealer.

Section 2. This tax was submitted and approved by the qualified voters of the City of Sedalia, Missouri, as required by the provisions of RSMo. Section 32.087 at the special election held in the City, Tuesday the 4th day of August 2015. The ballot submission contained substantially the following language:

**NOTICE OF SPECIAL ELECTION
CITY OF SEDALIA, MISSOURI**

Shall the City of Sedalia continue applying and collecting its local sales taxes on the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer? Continuation of this measure will not result in a reduction of local revenue to provide for vital services for the City of Sedalia and it will not place Missouri dealers of motor vehicles, outboard motors, boats, and trailers at a competitive disadvantage to non-Missouri dealers of motor vehicles, outboard motors, boats, and trailers.

Section 4. A certified copy of this ordinance shall be sent within ten days of its adoption to the Department of Revenue, Taxation Division, Local Tax Unit, Sales/Use Tax, P.O. Box 3380, Jefferson City, Mo 65105-3380.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 17th day of August, 2015.

Presiding Officer of the Council

Approved by the Mayor of said City this 17th day of August, 2015

Stephen J. Galliher, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

RESOLUTION _____

A RESOLUTION AUTHORIZING A CHANGE IN THE SEPTEMBER 2015 SECOND REGULAR MEETING DATE OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI FROM SEPTEMBER 21, 2015 TO SEPTEMBER 28, 2015 DUE TO THE ANNUAL MISSOURI MUNICIPAL LEAGUE CONFERENCE.

WHEREAS, Section 2-25 of the Code of Ordinances of the City of Sedalia states that “the city council shall hold its regular meetings on the first and third Monday of each month, at 7:00 p.m....”; and

WHEREAS, the second regular council meeting for September 2015 of the City Council is Monday, September 21, 2015; and

WHEREAS, the Mayor and 4 council members of the City of Sedalia are active in and plan to attend the annual Missouri Municipal League Conference on September 20th through 23rd, 2015; and therefore, it is necessary to change the meeting date of the second regular council meeting from September 21, 2015 to a later date to allow said officials to attend the conference.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby changes the meeting date of the second regular council meeting of September 2015 to Monday, September 28, 2015 at 7:00 p.m.

PASSED by the Council of the City of Sedalia, Missouri, this 17th day of August, 2015.

Presiding Officer of the Council

ATTEST:

Arlene Silvey, MPCC
City Clerk

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE MUNICIPAL FINE AND BOND CHART
FOR THE SEDALIA MUNICIPAL COURT.**

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the attached fine and bond chart for the Sedalia Municipal Court in substantially the same form and content as proposed and attached hereto as Exhibit A.

Section 2. This resolution shall be in full force and effect from and after its passage and approval as of August 29, 2015.

PASSED by the Council of the City of Sedalia, Missouri this 17th day of August, 2015.

Presiding Official of the Council

ATTEST:

Arlene Silvey, MPCC
City Clerk

2015 FINE/BOND SCHEDULE

A		B		C	D		E	F	G
1	ORDINANCE	STATE CHARGE CODE	CRT APPEAR	VIOLATION DESCRIPTION		FP	BOND/FINEw/costs	POINTS	
2									
3									
4		NON-TRAFFIC							
5	1-14		Y	Probation Violation			Up To Max		
6									
7	4-3		Y	Drinking in Public			\$133.50 / \$133.50		
8	4-196		Y	Minor Possessing/Purchasing Intoxicants			\$133.50/To Max		
9	4-197		Y	Sale to Minors/Permitting Minors Intoxicants			\$533.50		
10	4-198		Y	False Statements			\$233.50/To Max		
11									
12			Y	Biting/Attacking Animal			\$133.50/ \$133.50		
13	8-60		Y	Animal Abuse			\$133.50/ To Max		
14	8-72		GP	Exceeds Limit of Number of Animals			\$109.00/ \$109.00		
15	8-92		GP	Animal Running @ Large			\$109.00/ \$109.00		
16	8-120		Y	Vicious Animal			\$233.50/ \$233.50		
17	8-141		GP	Barking / Annoying Dog(s)			\$109.00/ \$109.00		
18	8-142		GP	No Proof Rabies Vaccination			\$109.00/ \$109.00		
19	8-174		GP	No Proof City Tag(s)			\$109.00/ \$109.00		
20			GP	Miscellaneous Animal Violation			\$109.00/ \$109.00		
21									
22	12-28		GP	No Business License			\$133.50		
23									
24	12-413		GP	Smoking In Non-Smoking Area			\$83.50		
25									
26									
27	24-27		GP	Fail to Obtain Permit To Burn/Illegal Burning			\$183.50/ \$183.50		
28									
29	48-30		GP	Burning Garbage, Refuse, or Mix			\$183.50/ \$183.50		
30	48-30		GP	Littering (all)			\$183.50/ To Max		
31									
32									
33									

2015 FINE/BOND SCHEDULE

A	B	C	D	E	F	G
ORDINANCE	STATE CHARGE CODE	CRT APPEAR	VIOLATION DESCRIPTION	FP	BOND/FINEw/costs	POINTS
34						
35						
36	IPMC	Y	Public Nuisance-Unlicensed/Dismantled Vehicle(s)		\$183.50/ To Max	
37	IPMC	Y	Public Nuisance-Abandoned Vehicle(s)		\$183.50/ To Max	
38	IPMC	Y	Public Nuisance-Accumulation Trash, Junk, Etc		\$183.50/ To Max	
39	IPMC	Y	Public Nuisance-Building Code Violation(s)		\$183.50/ To Max	
40						
41	36-21	Y	Failure to Obey		\$533.50/ \$209.00 +	
42	36-21	Y	Resisting Arrest	Y	\$533.50/ \$209.00 +	
43	36-21	Y	Obstructing		\$533.50/ \$209.00 +	
44	36-22	Y	Failure To Appear		\$ 88.50/ To Max	
45	36-23	GP	False Impersonation		\$533.50/ \$209.00 +	
46	36-24	Y	False Report		\$533.50/ \$209.00 +	
47						
48	36-52	Y	Stealing/Shoplifting	Y	\$533.50/ \$209.00 +	
49		Y	Second offense	Y	\$533.50/ \$333.50 +	
50		Y	Third offense	Y	\$533.50/ 2 days jail +	
51	36-52	Y	Fail To Pay Cab Fare		\$109.00/ \$109.00	
52	36-53	Y	Trespassing		\$283.50/ \$133.50 +	
53		Y	Second offense		\$283.50/ \$233.50 +	
54		Y	Third offense		\$283.50/ 2 days jail +	
55						
56	36-54	Y	Destruction of City Property		\$533.50/ To Max	
57	36-55	Y	Destruction of Non-City Property		\$533.50/ To Max	
58	36-56	Y	Theft of Utility, Cable TV Utility, etc		\$209.00/ To Max	
59	36-86	Y	Peace Disturbance - Public		\$283.50/ To Max	
60	36-86	Y	Peace Disturbance - Public Excessive Noise		\$283.50/ To Max	
61	36-87	Y	Peace Disturbance - Private		\$283.50/ To Max	
62	36-94	GP	Loud Noise		\$533.50/ \$109.00	
63		GP	Second in calendar year		\$533.50/ \$209.00	
64		GP	Third in calendar year		\$533.50/ \$533.50	
65						
66						

2015 FINE/BOND SCHEDULE

A	B	C	D	E	F	G
ORDINANCE	STATE CHARGE CODE	CRT APPEAR	VIOLATION DESCRIPTION	FP	BOND/FINEw/costs	POINTS
67						
68						
69	36-91	Y	Assault	Y	\$533.50/ To Max	
70	36-91	Y	Domestic Assault	Y	\$533.50/ To Max	
71	36-91	Y	Assault On Law Enforcement	Y	\$533.50/ To Max	
72	36-91	Y	Miscellaneous Assault	Y	\$533.50/ To Max	
73						
74	36-95	GP	Radio/Television Interference		\$183.50/ \$183.50	
75						
76	36-120	Y	Discharge firearm at/or from a motor vehicle w/injury	Y	\$533.50/ To Max	
77	36-120	Y	Discharge firearm at/or from a motor vehicle no injury	Y	\$533.50/ To Max	
78	36-120	Y	Discharge firearm in City Limits	Y	\$533.50/ To Max	
79	36-123	Y	Sale/Discharge/Possess Fireworks in City Limits		\$109.00/ \$109.00	
80						
81	36-147	Y	Indecent Exposure		\$533.50/ \$209.00 +	
82	36-319	GP	Curfew Violation		\$183.50/ \$183.50	
83	38-4	GP	In City Park After Closing		\$183.50/\$183.50	
84	44-120	GP	No Garage/Rummage Sale Permits		\$59.00 / \$59.00	
85	60-127	Y	Urinating in Public		\$533.50/ \$209.00 +	
86	64-202	GP	Illegal Posting Garage Sale Signs		\$64.00 / \$64.00	
87						
88						
	TRAFFIC					
89	58-13	Y	Clinging to Moving Vehicle / Riding in Bed of Pick-up		\$183.50/ \$183.50	2
90	58-17	Y	Tampering With Motor Vehicle	Y	\$283.50/ To Max	2
91	58-20	Y	No Proof / No Insurance		\$109.00/ \$109.00	4
92	58-21	N	No Seat Belt- Passenger		-0- / \$10.00	0
93	58-21	N	No Seat Belt- Driver		-0- / \$10.00	0
94						
95	58-67	GP	Improper Lane Usage		\$109.00/ \$109.00	2
96	58-130	Y	No Motorcycle Endorsement on Operator's License		\$109.00/ \$109.00	2
97	58-131	Y	Expired / No Operators License		\$109.00/ \$109.00	2
98						
99						

2015 FINE/BOND SCHEDULE

A	B	C	D	E	F	G
ORDINANCE	STATE CHARGE CODE	CRT APPEAR	VIOLATION DESCRIPTION	FP	BOND/FINEw/costs	POINTS
100						
101						
102	58-132	Y	DWS/DWR While Operating Commercial Motor Vehicle		\$533.50/ to max	12
103	58-132	Y	DWS/DWR		\$533.50/ to max	12
104	58-132	Y	DWS/DWR--stealing motor fuel		\$533.50/ to max	12
105	58-132	Y	DWS/DWR--abuse & lose law		\$533.50/ to max	12
106	58-132	Y	DWS/DWR--failure to take test		\$533.50/ to max	12
107	58-132	Y	DWS/DWR--points		\$533.50/ to max	12
108						
109						
110	58-132	Y	DWS/DWR--suspended in Compact State		\$533.50/ to max	12
111	58-132	Y	DWS/DWR--failing exam/failed to take exam by DOR		\$533.50/ to max	12
112	58-132	Y	DWS/DWR--non-appearance/non-pymt of fine/costs		\$533.50/ to max	12
113	58-132	Y	DWS/DWR--non-pymt of child support		\$533.50/ to max	12
114	58-132	Y	DWS/DWR--operating CMV		\$533.50/ to max	12
115	58-132	Y	DWS/DWR--operating MV while suspended		\$533.50/ to max	12
116	58-132	Y	DWS/DWR--fail to comply w/restriction /driver permit		\$533.50/ to max	12
117	58-132	Y	DW Revoked--for PC of .08% BAC or Zero Tolerance		\$533.50/ to max	12
118	58-132	Y	DW Suspended--for PC of .08% BAC or Zero Tolerance		\$533.50/ to max	12
119						
120	58-133	Y	Careless & Imprudent Driving		\$283.50/ to max	2
121	58-133	Y	Careless & Imprudent Driving causing an accident		\$283.50/ to max	2
122	58-134	Y	Driving While Intoxicated (alcohol)		\$533.50/ to max	8
123	58-134	Y	Driving While Intoxicated (drugs)		\$533.50/ to max	8
124	58-135	Y	Driving With BAC		\$533.50/ to max	6
125						
126	58-137	GP	Fail to Keep Right		\$109.00/ \$109.00	2
127	58-138-	GP	Fail to Signal		\$109.00/ \$109.00	2
128	58-143	GP	Driving on Sidewalk		\$109.00/ \$109.00	2
129	58-145	GP	Improper Backing		\$109.00/ \$109.00	2
130	58-147	GP	Driving Over Fire Hose		\$283.50/ \$283.50	2
131						
132						

2015 FINE/BOND SCHEDULE

A	B	C	D	E	F	G
ORDINANCE	STATE CHARGE CODE	CRT APPEAR	VIOLATION DESCRIPTION	FP	BOND/FINEw/costs	POINTS
133						
134						
135	58-178	GP	Speed 1 -- 5 over		\$84.00	0
136		GP	Speed 6 -- 7 over		\$84.00	2
137		GP	Speed 8 -- 10 over		\$89.00	2
138		GP	Speed 11 -- 12 over		\$89.00	2
139		GP	Speed 13 -- 15 over		\$99.00	2
140						
141	58-178	GP	Speed 16 -- 17 over		\$104.00	2
142		GP	Speed 18 -- 19 over		\$114.00	2
143		Y	Speed 20 over		\$114.00	2
144		Y	Speed 21 -- 23 over		\$124.00	2
145		Y	Speed 24 -- 25 over		\$134.00	2
146						
147		Y	Speed 26 -- 27 over		\$144.00	2
148		Y	Speed 28 over		\$154.00	2
149		Y	Speed 29 over		\$164.00	2
150		Y	Speed 30 over		Max amount \$300.00	2
151		Y	Speed 31--35 over		Max amount \$300.00	2
152						
153		Y	Speed 36--40 over		Max amount \$300.00	2
154		Y	Speed 41--45 over		Max amount \$300.00	2
155		Y	Speed 46--50 over		Max amount \$300.00	2
156		Y	Speed 51+		Max amount \$300.00	2
157						
158	58-178	GP	Speed 1 -- 5 over		\$134.50	
159		GP	Speed 6 -- 7 over		\$134.50	2
160		GP	Speed 8 -- 10 over		\$144.50	2
161		GP	Speed 11 -- 12 over		\$144.50	2
162		GP	Speed 13 -- 15 over		\$164.50	2
163						
164						
165						

2015 FINE/BOND SCHEDULE

A	B	C	D	E	F	G
ORDINANCE	STATE CHARGE CODE	CRT APPEAR	VIOLATION DESCRIPTION	FP	BOND/FINEw/costs	POINTS
166						
167						
168	SPEEDING IN SCHOOL ZONE	GP	Speed 16 -- 17 over		\$174.50	2
169		Y	Speed 18 -- 20 over		\$194.50	2
170		Y	Speed 21 -- 23 over		\$214.50	2
171		Y	Speed 24 -- 25 over		\$234.50	2
172		Y	Speed 26 -- 27 over		\$254.50	2
173						
174		Y	Speed 28 over		\$274.50	2
175		Y	Speed 29 over		\$294.50	2
176		Y	Speed 30 over		Max amount \$300.00	2
177		Y	Speed 31--35 over		Max amount \$300.00	2
178		Y	Speed 36+ over		Max amount \$300.00	2
179						
180		Y	Drag Racing		\$283.50/ to max	2
181		Y	Excessive Acceleration		\$209.00/ \$209.00	2
182		GP	Disobeyed Stop Sign - No Accident		\$109.00/ \$109.00	1
183		Y	Disobeyed Stop Sign - Accident Involved		\$109.00/ \$109.00	2
184		GP	Fail To Yield From Stop Sign - No Accident		\$209.00/ \$209.00	2
185		Y	Fail To Yield From Stop Sign - Accident Involved		\$209.00/ \$209.00	2
186						
187		Y	Fail to Yield Right of Way		\$283.50/ \$283.50	2
188		Y	Fail to Yield to Emergency Vehicle		\$283.50/ \$283.50	2
189		Y	Disobeyed Rail Road Crossing Signal		\$283.50/ \$283.50	2
190		GP	Improper Passing - Sound Horn		\$283.50/ \$283.50	2
191		GP	Improper Passing - If no right pass how to pass on left		\$283.50/ \$283.50	2
192						
193		GP	Overtake vehicle to yield right of way & not increase speed		\$283.50/ \$283.50	2
194		GP	Improper Passing on Left		\$283.50/ \$283.50	2
195		GP	Improper Passing on Right		\$283.50/ \$283.50	2
196		GP	No Passing at crosswalk		\$283.50/ \$283.50	2
197		Y	Following Too Close		\$283.50/ \$283.50	2
198						

2015 FINE/BOND SCHEDULE

A	B	C	D	E	F	G
ORDINANCE	STATE CHARGE CODE	CRT APPEAR	VIOLATION DESCRIPTION	FP	BOND/FINEw/costs	POINTS
199						
200						
201	58-248	Y	Disobey School Bus Sign		\$109.00/ \$109.00	2
202	58-275	GP	Improper Turn		\$109.00/ \$109.00	2
203	58-279	GP	Unlawful U Turn		\$109.00/ \$109.00	2
204	58-284	GP	Crossing Lot to Avoid Signal Light		\$109.00/ \$109.00	2
205	58-303	GP	Wrong Way on One Way Street		\$109.00/ \$109.00	2
206						
207	58-329	GP	Disobeyed Signal - No Accident		\$109.00/ \$109.00	2
208	58-329	Y	Disobeyed Signal - Accident Involved		\$109.00/ \$109.00	2
209		Y	Miscellaneous Moving Violation		Up To Max	2
210						
211	58-370	N	Parking-on sidewalk,crosswalk,safety zone,contrary to sign,on city right of way,obstructing traffic,blocking driveway,fire hydrant, etc		\$43.50/ to max	0
212						
213						
214						
215	58-371	N	Parked in School Zone		\$43.50/ to max	0
216	58-372	N	Parked Blocking Alley		\$43.50/ to max	0
217	58-388	N	Parked Unattended on Roadway		\$43.50/ to max	0
218	58-390	N	Trucks in excess 24, 000 lbs, tractor-trailers, busses, etc, in residential area		\$43.50/ to max	0
219						
220	58-416	N	Parked in Handicapped Area		\$58.50/ to max	0
221	58-477	N	Parked on Private Property		\$58.50/ to max	0
222	58-506	N	Downtown Parking Violation		\$43.50/ to max	0
223						
224	58-536	N	Walking Against Traffic		\$109.00/ \$109.00	0
225	58-543	N	Walking in Street when Sidewalk available		\$133.50/ \$133.50	0
226						
227	58-571	N	Bicycle Violations		\$83.50/ \$83.50	0
228						
229	58-642	N	Expired Vehicle Registration/License		\$109.00/ to max	0
230	58-642	N	Improper Vehicle Registration/License		\$109.00/ to max	0
231						

2015 FINE/BOND SCHEDULE

A	B	C	D	E	F	G
ORDINANCE	STATE CHARGE CODE	CRT APPEAR	VIOLATION DESCRIPTION	FP	BOND/FINEw/costs	POINTS
232						
233						
234	58-644	N	Mufflers Required		\$109.00/ \$109.00	0
235	58-646	N	Loud Noise with Vehicle		\$109.00/ \$109.00	0
236	58-651	GP	Mud Flaps Required		\$109.00/ \$109.00	2
237	58-652	N	Studded Snow Tires Prohibited		\$190.00/ \$109.00	0
238						
239	58-654	GP	Motorcycle Helmet Required		\$25.00/ \$25.00	2
240	58-655	Y	Child Restraint Required		\$83.50/ \$83.50	0
241	58-655	Y	Child Restraint Required--Over 80 lbs, or over 4'9"		\$83.50/ \$83.50	0
242	58-655	Y	Child Restraint Required--Less than 8 yrs old		\$83.50/ \$83.50	0
243						
244	58-685	GP	No Headlights		\$109.00/ \$109.00	2
245	58-685	N	Defective Headlights		\$109.00/ \$109.00	0
246	58-692	GP	Fail to Dim Headlights		\$109.00/ \$109.00	2
247	58-693	N	No/Defective Taillights		\$109.00/ \$109.00	0
248						
249	58-726	Y	Leaving The Scene of An Accident		\$533.50/ to max	6
250	58-726	Y	Leaving The Scene of An Accident--2nd offense		\$533.50/ to max	6

**City of Sedalia
Department Bills 8-17-2015**

Vendor Name	Invoice Number	Amount
511-Praxair Distribution Inc	53395537	\$ 7.41
511-Praxair Distribution Inc	53395538	\$ 113.23
Alliance Water Resources Inc	6557	\$ 23,455.84
Al's Portable Welding	4543	\$ 337.00
Al's Portable Welding	4609	\$ 280.00
American Highway Products Ltd	22722	\$ 221.20
Anthony Ibanez	0815	\$ 11.25
Anthony Ibanez	0815A	\$ 26.25
Apac-Missouri Inc	9000275031	\$ 151.80
Apac-Missouri Inc	9000276070	\$ 408.00
Art & Graphics Innovations Llc	1685	\$ 1,200.00
Ascent Aviation Group, Inc.	M150150	\$ 46.00
Ascent Aviation Group, Inc.	M150911	\$ 39.54
Ascent Aviation Group, Inc.	M151072	\$ 276.23
Ascent Aviation Group, Inc.	M151080	\$ (13.06)
AT & T	0815	\$ 9,441.58
AT & T	0815B	\$ 117.93
Auto Glass Express	87665	\$ 160.00
Baker Equipment Company	715-55	\$ 172.10
BankCard Services	0815-DeGonia	\$ 1,532.20
BankCard Services	0815-Ditzfeld	\$ 55.41
BankCard Services	0815-Edwards	\$ 306.79
BankCard Services	0815-Evans	\$ 354.73
BankCard Services	0815-Galliher	\$ 22.00
BankCard Services	0815-Hendricks	\$ 921.94
BankCard Services	0815-Rice	\$ 212.25
BankCard Services	0815-Richardson	\$ 414.14
BankCard Services	0815-Simmons	\$ 590.00
BankCard Services	0815-Ward	\$ 1,060.80
BankCard Services	0815-Wirt	\$ 238.33
BankCard Services	0815-Woolery	\$ 2,182.99
Barco Municipal Products Inc.	IN-216763	\$ 680.97
Benitz Service Co	040621	\$ 94.32
Benitz Service Co	040695	\$ 74.00
Bings West	245	\$ 35.96
Boone Quarries	189470	\$ 450.00
Bothwell Regional Health Ctr	27	\$ 7.00
Bryant Motor Co	85425	\$ 25.00
Bryant Motor Co	85916	\$ 1,195.61
Bryant Motor Co	130760	\$ 14.65
Caterpillar Financial Services	454829938-1	\$ 6,000.00
Caterpillar Financial Services	454829938-2	\$ 6,000.00
Caterpillar Financial Services	454831106-1	\$ 27,137.29
Central Communications Inc	378508	\$ 950.00
Central Power Systems & Services	078309	\$ 1,595.00

**City of Sedalia
Department Bills 8-17-2015**

Vendor Name	Invoice Number	Amount
Central Power Systems & Services	078310	\$ 1,595.00
Central Stone Company	584391	\$ 410.96
Charter Communications	0815-12C	\$ 130.00
Cintas Corp #379	379189168	\$ 794.04
Cintas Corp #379	379190152	\$ 803.18
Cintas Corp #379	379191135	\$ 822.16
City Safe & Lock Service	073628	\$ 8.75
City Safe & Lock Service	073705	\$ 33.25
City Safe & Lock Service	073753	\$ 28.45
Clark's Tool & Equipment	166384	\$ 48.40
Commenco Inc.	54022	\$ 2,206.61
Craig Plumbing	70514	\$ 1,038.55
Craig Plumbing	74860	\$ 115.00
Crescent Parts & Equipment	3499165-00	\$ 33.60
Crow-Burlingame Co	00720083162	\$ 10.20
Crow-Burlingame Co	00720083180	\$ 265.96
Crow-Burlingame Co	00720083245	\$ 29.34
Crow-Burlingame Co	00720083250	\$ 62.11
Crow-Burlingame Co	00720083257	\$ 12.87
Crow-Burlingame Co	00720083263	\$ 51.50
Crow-Burlingame Co	00720083270	\$ 55.63
Crow-Burlingame Co	00720083273	\$ 45.98
Crow-Burlingame Co	00720083275	\$ 18.05
Crow-Burlingame Co	00720083291	\$ 7.99
Crow-Burlingame Co	00720083316	\$ 19.91
Crow-Burlingame Co	00720083324	\$ 22.59
Crow-Burlingame Co	00720083327	\$ 76.08
Crow-Burlingame Co	00720083374	\$ 7.41
Crow-Burlingame Co	00720083430	\$ 9.96
Crow-Burlingame Co	00720083539	\$ 9.24
Crow-Burlingame Co	00720083543	\$ 105.65
Crow-Burlingame Co	00720083553	\$ 36.88
Crow-Burlingame Co	00720083580	\$ 106.26
Crow-Burlingame Co	00720083601	\$ 11.45
Crow-Burlingame Co	00720083639	\$ 99.89
Crow-Burlingame Co	00720083643	\$ 8.06
Crow-Burlingame Co	00720083645	\$ 62.19
Crow-Burlingame Co	00720083666	\$ 7.18
Crow-Burlingame Co	00720083667	\$ 16.58
Crow-Burlingame Co	00720083671	\$ 9.98
Crow-Burlingame Co	00720083693	\$ 87.00
Crow-Burlingame Co	00720083703	\$ 19.36
Crow-Burlingame Co	00720083747	\$ 18.98
Crow-Burlingame Co	00720083755	\$ 54.06
Crow-Burlingame Co	00720083756	\$ 42.58

**City of Sedalia
Department Bills 8-17-2015**

Vendor Name	Invoice Number	Amount
Crow-Burlingame Co	00720083769	\$ 32.77
Crow-Burlingame Co	00720083771	\$ 54.46
Crow-Burlingame Co	00720083773	\$ 4.78
Crow-Burlingame Co	00720083833	\$ 171.68
Crow-Burlingame Co	00720083893	\$ 9.96
Crow-Burlingame Co	00720083904	\$ 10.20
Crow-Burlingame Co	00720083923	\$ 3.99
Crow-Burlingame Co	00720083950	\$ 74.01
Crow-Burlingame Co	00720083953	\$ 42.81
Crow-Burlingame Co	00720083961	\$ 14.39
Crow-Burlingame Co	00720084102	\$ 30.00
Crow-Burlingame Co	00720084103	\$ 9.20
Crow-Burlingame Co	00720084113	\$ 14.40
Crow-Burlingame Co	00720084181	\$ 28.32
Crow-Burlingame Co	00720084188	\$ 19.14
Crow-Burlingame Co	00720084192	\$ 5.08
Crow-Burlingame Co	00720084216	\$ 15.48
Crow-Burlingame Co	00720084217	\$ 18.17
Crow-Burlingame Co	00720084222	\$ 72.90
Crow-Burlingame Co	00720084239	\$ 9.98
Crow-Burlingame Co	00720084246	\$ 35.49
Crow-Burlingame Co	00720084252	\$ 4.99
Crow-Burlingame Co	00720084289	\$ 8.74
Crow-Burlingame Co	00720084312	\$ 16.99
Crow-Burlingame Co	00720084364	\$ 29.92
Cummins Mid-South Llc	023-43697	\$ 1,825.90
Cummins Mid-South Llc	023-43759	\$ 389.66
Cummins Mid-South Llc	023-43962	\$ 681.38
Custom Communications	150724	\$ 50.00
D C Battery Inc	072450	\$ 218.00
Dell Marketing LP	XJR5PT6M3	\$ 98.99
Dugan's Paint And Floorcovering	S0213966	\$ 414.00
Economic Development	854	\$ 10.00
Ed M Feld Equip Co Inc.	0282214-IN	\$ 55.00
Ed M Feld Equip Co Inc.	0282218-IN	\$ 532.00
Ed M Feld Equip Co Inc.	0282699-IN	\$ 1,280.00
Elliott Equipment Co.	130443	\$ 689.46
Elliott Equipment Co.	130667	\$ 161.43
Elliott Equipment Co.	130769	\$ 588.17
Employee Screening Service Llc	179830	\$ 166.00
Engineered Compost System	88-462	\$ 7,475.00
Engineered Compost System	88-467	\$ 345.69
Engineering Surveys & Services	ESS063035	\$ 247.00
Engineering Surveys & Services	ESS063837	\$ 247.00
Engineering Surveys & Services	ESS063926	\$ 135.00

**City of Sedalia
Department Bills 8-17-2015**

Vendor Name	Invoice Number	Amount
Engineering Surveys & Services	ESS063972	\$ 61.00
Engineering Surveys & Services	ESS064474	\$ 36.00
Engineering Surveys & Services	ESS064475	\$ 76.00
Environmental Resource Assoc.	760517	\$ 540.54
Fas-Break Windshield Repair	25057	\$ 39.95
Fastenal Company	MOSED153776	\$ 13.35
Fastenal Company	MOSED154175	\$ 66.51
Fastenal Company	MOSED154228	\$ 70.86
Filter Belts Inc	ME85840	\$ 1,017.28
Fire Fighters Association of Missouri	689	\$ 43.53
Fischer Concrete Service Inc	26140	\$ 234.00
Fischer Concrete Service Inc	26141	\$ 598.01
Fischer Concrete Service Inc	26142	\$ 493.88
Fischer Concrete Service Inc	26335	\$ 519.35
Foley Industries	440011184	\$ 890.22
Foley Industries	440011539	\$ 83.13
Foley Industries	440011574	\$ 454.17
Foley Industries	440011870	\$ 125.70
Foley Industries	F33438-01	\$ 350.00
Foley Industries	H00881-01	\$ 142.99
Foley Industries	H00912-01	\$ 142.99
Foley Industries	PS440011575	\$ 454.17
Forklifts Of Central Missouri Inc	S0049284	\$ 39.74
Fort Bend Services Inc	0197415-IN	\$ 2,826.00
Garon LLC	371	\$ 113.28
Global Equipment Company Inc	108152014	\$ 96.59
Hach Company	9468587	\$ 127.94
Hank's Portable Toilets & Septic Tank Clean	2171	\$ 170.00
Hillyard - Columbia	601710038	\$ 195.90
Hillyard - Columbia	601721872	\$ 53.41
IBT Inc.	6590698	\$ 153.64
IBT Inc.	6599498	\$ 440.01
Ideal Tool & Mfg	136506	\$ 375.00
Idexx Distribution Inc	290256657	\$ 361.53
Idexx Distribution Inc	290476245	\$ 219.91
Idexx Distribution Inc	291498967	\$ 361.53
IMKO Workforce Solutions	103859	\$ 200.00
IMKO Workforce Solutions	103860	\$ 449.28
IMKO Workforce Solutions	104213	\$ 200.00
IMKO Workforce Solutions	104214	\$ 368.64
J & R Engineering	30334	\$ 461.26
Jackson-Hirsh Inc	0923307	\$ 28.97
Jim's Tire Service Inc	1-112059	\$ 682.50
John Deere Financial	3153	\$ 46.98
John Deere Financial	3323	\$ 53.97

**City of Sedalia
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Vendor Name	Invoice Number	Amount
John Deere Financial	5795	\$ 119.18
John Deere Financial	6381	\$ 17.99
John Deere Financial	6494	\$ 46.99
John Deere Financial	7545	\$ 19.58
John Deere Financial	7994	\$ 79.98
John Deere Financial	8419	\$ 51.36
John Deere Financial	9622	\$ 69.99
John Deere Financial	2478101	\$ 46.65
John Rodney Collins	0815	\$ 43.99
John Simmons	0815	\$ 111.00
Jon Motsinger	0815	\$ 100.00
Jorge Guevara	0815	\$ 15.00
KCP&L	0815-11A	\$ 28.55
KCP&L	0815-11B	\$ 779.30
KCP&L	0815-11C	\$ 60.25
KCP&L	0815-11D	\$ 40.17
KCP&L	0815-11E	\$ 17.19
KCP&L	0815-11F	\$ 17.19
KCP&L	0815-14Q	\$ 34.38
KCP&L	0815-17A	\$ 217.35
KCP&L	0815-19	\$ 101.89
KCP&L	0815-19A	\$ 110.51
KCP&L	0815-21	\$ 604.98
KCP&L	0815-61	\$ 3,415.15
KCP&L	0815-61A	\$ 14,101.69
KCP&L	0815-61B	\$ 797.62
KCP&L	0815-61D	\$ 96.03
KCP&L	0815-61F	\$ 476.66
KCP&L	0815-61G	\$ 139.63
KCP&L	0815-61P	\$ 93.51
Key Hydraulics	15-36990	\$ 178.11
Key Hydraulics	15-37159	\$ 94.51
Key Hydraulics	15-37302	\$ 71.76
Key Hydraulics	15-37342	\$ 11.55
Key Hydraulics	15-37344	\$ 13.32
Klein's Saw Shop & Small Engines	0815	\$ 176.00
Klein's Saw Shop & Small Engines	0815A	\$ 48.00
Landmann Title Company	0815	\$ 75.00
Lauber Municipal Law, LLC	1178	\$ 1,343.75
Lauber Municipal Law, LLC	1179	\$ 5,788.75
Leon Uniform Co Inc	352719	\$ 152.47
Leon Uniform Co Inc	352719-80	\$ (152.47)
Leon Uniform Co Inc	355280	\$ 196.50
Leon Uniform Co Inc	355264-01	\$ 161.50
Lowes Business Account	06078	\$ 11.40

**City of Sedalia
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Vendor Name	Invoice Number	Amount
Lowes Business Account	07199	\$ 45.44
Lowes Business Account	08571	\$ 15.55
Lowes Business Account	22201	\$ 54.09
Lowes Business Account	25234	\$ 36.06
Lowes Business Account	25376	\$ 18.00
Lowes Business Account	25638	\$ 15.88
Lowes Business Account	25797	\$ 42.69
Lowes Business Account	25812	\$ 94.98
Lowes Business Account	25822	\$ 81.66
Lowes Business Account	25901	\$ 47.46
Lowes Business Account	28755	\$ 13.28
Lowes Business Account	28823	\$ 24.77
Main Street Logo	2379	\$ 560.00
Main Street Logo	2401	\$ 58.50
Manny Rodriguez	0815	\$ 30.00
Mefford Vuagnaiux & Associates	0815	\$ 270.00
Menards - Sedalia	92011	\$ 531.84
MFA Oil & Propane	D0001616535	\$ 5,163.59
Microflex Corp #774353	IN1590422	\$ 243.70
Midland Printing Company	50273	\$ 44.46
Midland Printing Company	81602	\$ 282.88
Mid-State Petroleum Equipment	11946	\$ 274.50
Midwest Laboratories Inc	767387	\$ 425.46
Mission Communications	40030896	\$ 4,253.40
Missouri Department Of Revenue	0815	\$ 1,829.93
Missouri Division Of Employment Security	86043	\$ 786.77
Missouri Municipal League	200007925	\$ 3,694.00
Missouri One Call System Inc.	5070212	\$ 414.70
Missouri Police Chiefs Assoc	2933	\$ 75.00
Missouri Vocational Enterprise	491658	\$ 33.57
Mitch Friedly	0815	\$ 54.87
Mitchell1	IB17907943	\$ 260.25
MoPerm	815	\$ 2,000.00
MTC Of Warrensburg Inc	27725	\$ 120.00
MWEA	0815	\$ 25.00
MWEA	0815A	\$ 25.00
Networkfleet Inc	OSV000000277397	\$ 170.55
O'Reilly Automotive Inc.	0114-341180	\$ 279.90
O'Reilly Automotive Inc.	0114-342426	\$ 119.98
Otten Small Engine Service	170383	\$ 61.40
Otten Small Engine Service	170918	\$ 55.98
Otten Small Engine Service	171494	\$ 36.00
Otten Small Engine Service	171893	\$ 458.97
Otten Small Engine Service	171952	\$ 276.59
Otten Small Engine Service	172364	\$ 359.99

**City of Sedalia
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Vendor Name	Invoice Number	Amount
Parkson Corporation	51012312	\$ 146.96
Pettis County Health Center	0815	\$ 380.00
Pettis County Recorder of Deeds	60499	\$ 30.00
Pettis County Recorder of Deeds	60564	\$ 240.00
Pettis County Recorder of Deeds	60565	\$ 216.00
Pettis County Recorder of Deeds	60566	\$ 216.00
Pettis County Recorder of Deeds	60573	\$ 624.00
Pettis County Recorder of Deeds	60575	\$ 27.00
Pettis County Title Co.	PSR14-009	\$ 75.00
Pettis County Title Co.	PSR14-024	\$ 75.00
Pettis County Title Co.	PSR14-026	\$ 75.00
Pettis County Title Co.	PSR14-027	\$ 75.00
Pettis County Title Co.	PSR14-028	\$ 75.00
Pettis County Title Co.	PSR14-039	\$ 75.00
Pettis County Title Co.	PSR14-040	\$ 75.00
Pettis County Title Co.	PSR14-072	\$ 75.00
Pettis County Title Co.	PSR14-119	\$ 75.00
Pettis County Title Co.	PSR14-120	\$ 75.00
Pettis County Title Co.	PSR14-121	\$ 75.00
Pettis County Title Co.	PSR15-050	\$ 100.00
Pettis County Title Co.	PSR15-051	\$ 100.00
Pettis County Title Co.	PSR15-052	\$ 100.00
Pettis County Title Co.	PSR15-053	\$ 100.00
Pettis County Title Co.	PSR15-104	\$ 75.00
Printlynx	113271	\$ 46.45
Public Safety Center Inc	5613148	\$ 119.96
Qtech Automation Inc	87	\$ 934.00
Qtech Automation Inc	110	\$ 1,237.77
Quicksilver Water	740516	\$ 26.50
Quicksilver Water	741989	\$ 21.00
Quicksilver Water	743926	\$ 7.00
Quicksilver Water	744618	\$ 20.00
Rachel Fletcher	0004	\$ 62.50
Red Municipal and Industrial Equipment Co	8626	\$ 1,302.74
Red Municipal and Industrial Equipment Co	8700	\$ 504.58
RepcO Marketing Inc	10566	\$ 79.00
Rhinoville	6723360989	\$ 612.75
Sedalia Democrat	300267436	\$ 47.75
Sedalia Democrat	300267466	\$ 41.00
Sedalia Democrat	300267474	\$ 97.25
Sedalia Democrat	300267911	\$ 54.50
Sedalia Democrat	300274660	\$ 43.25
Sedalia Electric Motors Inc	8398	\$ 225.00
Sedalia Electric Motors Inc	8401	\$ 395.00
Sedalia Electric Motors Inc	8404	\$ 5,025.00

**City of Sedalia
Department Bills 8-17-2015**

Vendor Name	Invoice Number	Amount
Sedalia Rental & Supply	164604	\$ 316.00
Sedalia Rental & Supply	165980	\$ 25.50
Sedalia Rental & Supply	166009	\$ 128.00
Sedalia Rental & Supply	166184	\$ 37.00
Sedalia Veterinary Center	0815	\$ 155.00
Sentinel Emergency Solutions	36102	\$ 794.55
Sherwin Williams Co	2476-5	\$ (24.95)
Sherwin Williams Co	2611-7	\$ 76.53
SHRM	0815	\$ 190.00
SMC Electric Supply	60206974-00	\$ 1,077.88
SMC Electric Supply	60207575-00	\$ 348.87
SMC Electric Supply	60207811-00	\$ 164.70
SMC Electric Supply	60207811-01	\$ 75.34
SMC Electric Supply	60207869-00	\$ 124.90
SMC Electric Supply	60207994-00	\$ 131.90
SMC Electric Supply	60208131-00	\$ 9.39
SMC Electric Supply	60208243-00	\$ 8.23
SMC Electric Supply	60208396-00	\$ 19.48
SMC Electric Supply	60208459-00	\$ 150.29
SMC Electric Supply	60208739-00	\$ 160.95
SMC Electric Supply	60208752-00	\$ 496.00
SMC Electric Supply	60208754-00	\$ (20.26)
Smith Paper & Janitor Supply	593961	\$ 173.05
Smith Paper & Janitor Supply	594101	\$ 13.60
Smith Paper & Janitor Supply	594677	\$ 35.78
Smith Paper & Janitor Supply	594725	\$ 58.66
Smith Paper & Janitor Supply	595039	\$ 215.87
Smith Paper & Janitor Supply	595113	\$ 45.26
Smith Paper & Janitor Supply	595119	\$ 53.50
Smith Paper & Janitor Supply	595475	\$ 101.47
Smith Paper & Janitor Supply	592585-2	\$ 52.75
Smith Paper & Janitor Supply	593961-1	\$ 25.50
Sonequity Pest Management	121028	\$ 70.00
Sonequity Pest Management	121049	\$ 40.00
Sonequity Pest Management	121051	\$ 39.00
Sonequity Pest Management	121144	\$ 35.00
Sonequity Pest Management	121187	\$ 67.00
Sonequity Pest Management	121561	\$ 68.00
Staples Business Advantage	3272100352	\$ 172.08
Staples Business Advantage	3272100458	\$ 1,056.91
Staples Business Advantage	3272100462	\$ 139.99
Staples Business Advantage	3272100540	\$ 8.49
Staples Business Advantage	3272675007	\$ 41.55
Staples Business Advantage	3272675081	\$ 20.97
Staples Business Advantage	3272675082	\$ 6.99

City of Sedalia
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Vendor Name	Invoice Number	Amount
Staples Business Advantage	3273574868	\$ 126.13
Staples Business Advantage	3273575095	\$ 61.68
Staples Business Advantage	3270917083	\$ 49.99
State Fair Towing	19610	\$ 70.00
State Fair Towing	19991	\$ 35.00
State Fair Towing	20156	\$ 70.00
Stephen Galliher	0815	\$ 16.28
Stericycle Inc.	4005723709	\$ 35.84
Stewart-Amos Equipment Co	285542	\$ 158.53
Synchrony Bank	000261	\$ (6.98)
Synchrony Bank	000704	\$ 20.94
Synchrony Bank	000719	\$ 52.87
Synchrony Bank	000872	\$ 11.92
Synchrony Bank	007078	\$ 287.45
Synchrony Bank	009831	\$ (287.44)
Synchrony Bank	009832	\$ 265.91
Syn-Tech Systems Inc	113639	\$ 61.32
Tallman Company	S134195-00	\$ 158.86
The Ups Store	5443	\$ 209.86
The Ups Store	6097	\$ 9.17
The Ups Store	6225	\$ 18.55
The Ups Store	7606	\$ 18.23
The Victor L. Phillips Co.	IK82088	\$ 566.52
Tim's Tree Service Llc	3999	\$ 600.00
Tim's Tree Service Llc	4000	\$ 400.00
Tim's Tree Service Llc	4012	\$ 475.00
Tim's Tree Service Llc	4013	\$ 400.00
Tire Centers Llc	6500146573	\$ 71.15
Tire Centers Llc	6500147752	\$ 414.00
Tractor Supply Credit Plan	118392	\$ 95.46
Tractor Supply Credit Plan	176010	\$ 89.98
Trans-Central Suppliers Inc	0230200	\$ 52.24
Trans-Central Suppliers Inc	0230201	\$ 28.56
Trans-Central Suppliers Inc	0230451	\$ 376.42
Trans-Central Suppliers Inc	0230472	\$ 18.12
Transition Construction	502	\$ 730.30
United Rotary Brush Corp	CI173547	\$ 262.57
USIC Locating Service Inc	132432	\$ 2,258.66
Vance Bros. Inc-Kansas City	3200	\$ 2,638.05
Vance Bros. Inc-Kansas City	3201	\$ 2,745.55
Vance Bros. Inc-Kansas City	3202	\$ 2,545.60
Vance Bros. Inc-Kansas City	3203	\$ 2,820.80
Vance Bros. Inc-Kansas City	3204	\$ 2,741.25
Vance Bros. Inc-Kansas City	3205	\$ 2,889.60
Vance Bros. Inc-Kansas City	3208	\$ 2,924.00

**City of Sedalia
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Vendor Name	Invoice Number	Amount
Vance Bros. Inc-Kansas City	3209	\$ 2,689.65
Vance Bros. Inc-Kansas City	3210	\$ 2,756.30
Vance Bros. Inc-Kansas City	3211	\$ 2,704.70
Vance Bros. Inc-Kansas City	3212	\$ 2,623.00
Vance Bros. Inc-Kansas City	3213	\$ 2,917.55
Vance Bros. Inc-Kansas City	3214	\$ 2,756.30
Vance Bros. Inc-Kansas City	3215	\$ 2,954.10
Vance Bros. Inc-Kansas City	3216	\$ 2,801.45
Vance Bros. Inc-Kansas City	3217	\$ 2,562.80
Vance Bros. Inc-Kansas City	3218	\$ 2,908.95
Vance Bros. Inc-Kansas City	3219	\$ 1,057.80
Vance Bros. Inc-Kansas City	3220	\$ 2,833.70
Vance Bros. Inc-Kansas City	3222	\$ 2,949.80
Vance Bros. Inc-Kansas City	3223	\$ 2,878.85
Vance Bros. Inc-Kansas City	3224	\$ 2,870.25
Vance Bros. Inc-Kansas City	3225	\$ 2,930.45
Vance Bros. Inc-Kansas City	3226	\$ 2,788.55
Vance Bros. Inc-Kansas City	3227	\$ 2,345.65
Vance Bros. Inc-Kansas City	3228	\$ 2,863.80
Vance Bros. Inc-Kansas City	3229	\$ 2,625.15
Vance Bros. Inc-Kansas City	3232	\$ 2,878.85
Vance Bros. Inc-Kansas City	3233	\$ 2,829.40
Vance Bros. Inc-Kansas City	3234	\$ 2,926.15
Vance Bros. Inc-Kansas City	3235	\$ 2,446.70
Vance Bros. Inc-Kansas City	3236	\$ 2,833.70
Vance Bros. Inc-Kansas City	3237	\$ 2,889.60
Vance Bros. Inc-Kansas City	3238	\$ 2,853.05
Vance Bros. Inc-Kansas City	3239	\$ 2,807.90
Vance Bros. Inc-Kansas City	3240	\$ 2,126.35
Vance Bros. Inc-Kansas City	3241	\$ 2,889.60
Vance Bros. Inc-Kansas City	3243	\$ 2,736.95
Vance Bros. Inc-Kansas City	3244	\$ 2,960.55
Vance Bros. Inc-Kansas City	3245	\$ 2,889.60
Vance Bros. Inc-Kansas City	3246	\$ 2,762.75
W & M Welding Inc	44174	\$ 223.22
W & M Welding Inc	44175	\$ 7.20
Water & Sewer Supply Inc	181109	\$ 702.22
Water & Sewer Supply Inc	181412	\$ 244.86
Water & Sewer Supply Inc	181560	\$ 268.63
Water & Sewer Supply Inc	182110	\$ 1,154.82
Water & Sewer Supply Inc	182610	\$ 494.76
Wayne Cummins	0815	\$ 53.20
WCA Waste Systems Inc.	046-0000007483	\$ 3,767.84
WCA Waste Systems Inc.	046-0000007473	\$ 34,007.95
West Group	832304668	\$ 344.41

**City of Sedalia
Department Bills 8-17-2015**

Vendor Name	Invoice Number	Amount
Western Extralite Company	S5203507.001	\$ 66.80
Western Extralite Company	S5206310.001	\$ 12.78
Westlakes Hardware	1213540	\$ 30.96
Westlakes Hardware	1213575	\$ 10.09
Westlakes Hardware	1213579	\$ 12.67
Westlakes Hardware	1213605	\$ 18.96
Westlakes Hardware	1213735	\$ 11.98
Westlakes Hardware	1213742	\$ 21.47
Westlakes Hardware	1213753	\$ 26.99
Westlakes Hardware	1213758	\$ 3.99
Westlakes Hardware	1213783	\$ 4.99
Westlakes Hardware	1213790	\$ 22.65
Westlakes Hardware	1213794	\$ 25.98
Westlakes Hardware	1213812	\$ 3.99
Westlakes Hardware	1213839	\$ 15.77
Westlakes Hardware	1213887	\$ 12.00
Westlakes Hardware	1213894	\$ 12.00
Westlakes Hardware	1213917	\$ 19.99
Westlakes Hardware	1213930	\$ 4.68
Westlakes Hardware	1213933	\$ 13.98
Westlakes Hardware	1213989	\$ 16.99
Westlakes Hardware	1214013	\$ 9.49
Westlakes Hardware	1214036	\$ 3.78
Westlakes Hardware	1214070	\$ 6.49
Westlakes Hardware	1214120	\$ 24.98
Westlakes Hardware	1214125	\$ 19.84
Westlakes Hardware	1214182	\$ 25.48
World Fuel Services	2841157	\$ 141.26
Zee Medical Inc	0021897069	\$ 53.85
Total Invoices To Be Paid		\$ 365,911.90