



# PRE-COUNCIL MEETING

Mayor's Conference Room  
Municipal Building  
Tuesday, February 16, 2016  
6:00 p.m.

**MAYOR: STEPHEN J. GALLIHER**

**MAYOR PRO-TEM: JO LYNN TURLEY**

Work Session – 6:00 p.m.

Presentation – Calendar Year 2015 Operational and Fiscal Year 2017 Budget Preview

Committee Meetings – Immediately following work session

**PUBLIC SAFETY COMMITTEE**  
**Police and Fire**

**Russell Driskell, Chair**  
**Vicky Collins, Vice Chair**

**PUBLIC WORKS COMMITTEE**  
**Public Works, Water Pollution Control,**  
**Community Development, Water, Parks,**  
**Airport, Cemeteries and Community Center**

**Tolbert Rowe, Chair**  
**Don Meier, Vice Chair**

1. Review Change Order #1 from Sterling Excavation & Erection, LLC in the amount of \$243,502.50 for the Sedalia Wastewater Improvements North Relief Sewer Project.
2. Review Ordinance approving an agreement by and between the City of Sedalia, Missouri, and Pictometry International Corporation, for the updating of aerial imagery associated with the City's GIS Project.
3. Review Resolution of the City Council of the City of Sedalia, Missouri Approving and Accepting a third addendum to the lease and operations agreement by and between the City of Sedalia, Missouri and Sierra Bullets, L.P.

**FINANCE/ADMINISTRATION COMMITTEE**  
**Administrative, Library and Hospital**

**James Cunningham, Chair**  
**Bonita Nash, Vice Chair**

1. Review Purchase of (4) Firewall Licenses for the Municipal Building, Airport and Streets/Water Pollution Control from Rhinoville IT, Riverside, MO in the amount of \$20,888.00
2. Review Quote for Security Information and Event Management from AlienVault, San Mateo, CA in the amount of \$5,436.00 for licensing and maintenance for 2 years
3. Review Purchase of Phone Service for IP-Flexible Reach, Network-on-Demand and related services for the City from AT&T in the amount of \$6,014.55 per month
4. Review Ordinance approving and accepting a master services agreement by and between the City of Sedalia, Missouri and JMA Information Technology, Inc. relating to the purchase of hardware and professional services for the City's telephone system
5. Review Records Destruction request from the Finance Department
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  
Tuesday, February 16, 2016  
7:00 p.m.

## PUBLIC HEARING

### Galaxy West Community Improvement District

This time has been reserved to allow any public comments regarding the establishment of the Galaxy West Community Improvement District. The proposed district is located upon two areas of land (connected by a portion of Highway 50 right-of-way) generally situated (1) North of Highway 50, East of Oak Grove Lane, and South of W. Main Street (the "West Site"); and (2) South of Highway 50, East of Westwood Avenue, and West of Winchester Road (the "East Site"). The public hearing is the first of two steps to accomplish the establishment of the proposed Galaxy West Community Improvement District. If no objections are presented, the City Council will proceed with the establishment of said district at a future meeting.

#### A. SILENT PRAYER & PLEDGE OF ALLEGIANCE

#### B. ROLL CALL

#### I. MINUTES

1. Pre-Council Meeting February 1, 2016
2. Regular Council Meeting February 1, 2016

#### II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES

1. Acceptance of Citizen's Traffic Advisory Commission minutes dated January 13, 2016

#### III. ROLL CALL OF STANDING COMMITTEES

##### A. PUBLIC SAFETY – Councilmember Russell Driskell

##### B. PUBLIC WORKS – Councilmember Tolbert Rowe

1. Approve Change Order #1 from Sterling Excavation & Erection, LLC in the amount of \$243,502.50 for the Sedalia Wastewater Improvements North Relief Sewer Project

##### C. FINANCE / ADMINISTRATION – Councilmember James Cunningham

1. Review Purchase of (4) Firewall Licenses for the Municipal Building, Airport and Streets/Water Pollution Control from Rhinoville IT, Riverside, MO in the amount of \$20,888.00
2. Review Quote for Security Information and Event Management from AlienVault, San Mateo, CA in the amount of \$5,436.00 for licensing and maintenance for 2 years
3. Review Purchase of Phone Service for IP-Flexible Reach, Network-on-Demand and related services for the City from AT&T in the amount of \$6,014.55 per month
4. Review Records Destruction request from the Finance Department
5. Review Records Destruction request from the Personnel Department

#### IV. NEW BUSINESS

##### A. ORDINANCES AND RESOLUTIONS

- Approving an agreement by and between the City of Sedalia, Missouri, and Pictometry International Corporation, for the updating of aerial imagery associated with the City's GIS Project.
- Approving and accepting a master services agreement by and between the City of Sedalia, Missouri and JMA Information Technology, Inc. relating to the purchase of hardware and professional services for the City's telephone system
- Approving and Accepting a third addendum to the lease and operations agreement by and between the City of Sedalia, Missouri and Sierra Bullets, L.P.

##### B. APPOINTMENTS

Click on any agenda item to view the related documentation

C. LIQUOR LICENSES

Renewals:

\*Michael Smith dba El Espolon, 2400 S Limit, Liquor by Drink with Sunday Sales, \$750

\*Robert H. Edwards dba Grellner Sales & Service, Inc., 1510 W Henry, Wholesale Liquor, \$50

\*Amanda Goon dba Break Time #3079, 2801 W Broadway, Packaged Liquor, \$150

D. APPROVAL OF DEPARTMENT BILLS

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

F. GOOD AND WELFARE

G. ADJOURN

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



## OFFICE OF THE CITY ADMINISTRATOR

**To:** Honorable Mayor Stephen Galliher & City Council Members  
**From:** Gary Edwards, City Administrator  
**Re:** Agenda items for City Council meeting on Tuesday, February 16, 2016

This meeting begins at 6:00 PM

### **Presentations:**

1. Operational Overview and Budget Preview – Finance Director Kelvin Shaw and City Administrator Gary Edwards

### **Public Safety Committee:**

1. No items

### **Public Works Committee:**

1. Review Change Order #1 for \$243,502.50 from Sterling Excavation and Erection, LLC for the Sedalia Wastewater North Basin Relief Sewer Project. The largest portion of this change order, \$225,000, is due to the condition of the sewer main located under the railroad. The balance of this change order request will be used for the addition of a manhole and several service reconnections. The Change Order brings the total contract price to \$4,767,573.03 and extends the substantial completion from March 1<sup>st</sup> to March 30<sup>th</sup> of this year. Funds for this project come from the \$30 million budget.
2. Review Ordinance approving an agreement between the City and Pictometry International Corp. for the updating of aerial imagery associated with the City's GIS Project. The total cost to the City is \$273,750 which includes three separate updates beginning in 2017 and continues in 2019 and 2021.
3. Review a Resolution approving a third addendum to the lease and operation agreement between the City and Sierra Bullets. This agreement is for the lease and operation of their pre-treatment facility. The agreement was first entered into in 1990 and expires next month. Sierra is only requesting minor administrative language changes in a proposed renewed agreement and Staff recommends approval.

### **Finance/Administration Committee:**

1. Review purchase of four firewall licenses for the Municipal Building, Airport and Streets/Water Pollution Control from Rhinoville IT of Riverside, MO in the amount of \$20,888. Firewalls are the first line of defense in protecting the City's computer network. The current licenses are expiring and are budgeted to be replaced this year.
2. Review a quote for Security Information and Event Management from Alien Vault of San Mateo, CA in the amount of \$5,436 for licensing and maintenance for two years. This service provides a layer of monitoring for security threats. This is a budgeted item.
3. Review purchase of phone service for IP-Flexible Reach, Network-on-Demand and related services for the City from AT&T in the amount of \$6,014.55 per month. In December, the City Council approved AT&T as the company the City would contract with for city phone service. Since then, staff has learned that crucial parts of the pricing, while in the RFP, were not clearly identified. This caused staff to not account for those elements. The review committee stands by its recommendation to accept AT&T because it is the best solution. Additionally, the \$6,014.55 is a significant reduction from current costs. Staff recommends approval.

4. Review an ordinance approving a master services agreement between the City and JMA Information Technology relating to the purchase of hardware and professional services for the City's telephone system. In December, the City Council approved JMA IT as the telephone system provider for the VOIP phone system. Since that time, staff has worked with JMA to get more accurate pricing based on options in the RFP. The cost is \$74,420.98. All of the current telephone proposed upgrades have been reviewed by an internal committee. Staff recommends approval. This is a budgeted item.
5. Review records destruction request from the Finance Department.
6. Review Records destruction request from the Personnel Department.

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**NOTICE OF PUBLIC HEARING  
GALAXY WEST  
COMMUNITY IMPROVEMENT DISTRICT**

Notice is hereby given that the City Council of the City of Sedalia, Missouri, will hold a public hearing at 7:00 p.m., or as soon as possible thereafter, on Tuesday, February 16, 2016, at the Municipal Building, 200 S. Osage Avenue, Sedalia, Missouri. The hearing is being held pursuant to the requirements of Section 67.1431 of the Revised Statutes of Missouri, as amended, for the purpose of considering the establishment of the Galaxy West Community Improvement District herein described.

1. A Petition for the Establishment of the Galaxy West Community Improvement District has been filed with the Sedalia City Clerk.

2. The proposed district is located upon two areas of land (connected by a portion of Highway 50 right-of-way) generally situated (1) north of Highway 50, east of Oak Grove Lane, and south of W. Main Street (the "West Site"); and (2) south of Highway 50, east of Westwood Avenue, and west of Winchester Road (the "East Site"), all located in the City of Sedalia, Missouri. The proposed district is represented by the map attached hereto.

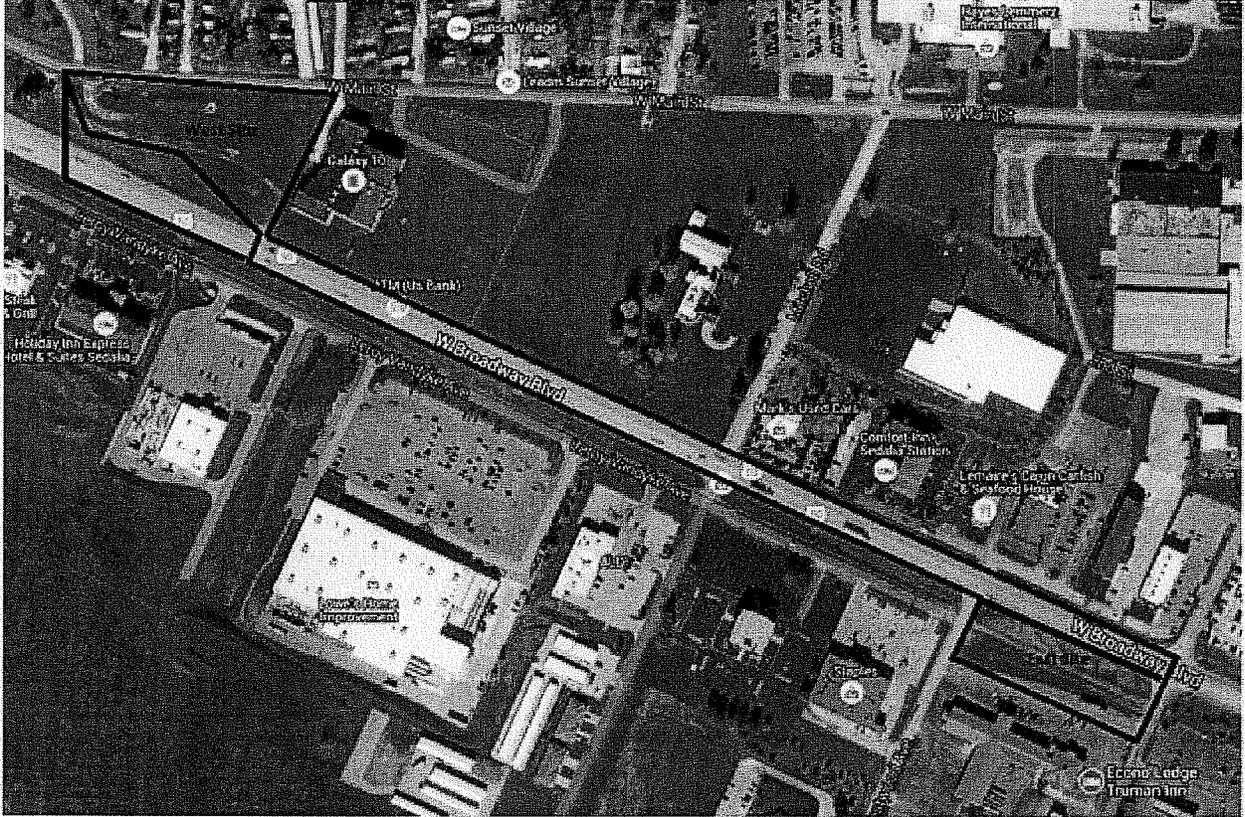
3. A copy of the petition is available for review at the office of the Sedalia City Clerk during regular business hours.

4. All interested persons shall be given an opportunity to be heard at the public hearing.

PUBLISHED: February 3, 2016  
February 10, 2016

Arlene Silvey, MPCC  
City Clerk  
City of Sedalia, Missouri

**GALAXY WEST COMMUNITY IMPROVEMENT DISTRICT  
BOUNDARY MAP**





**CITY OF SEDALIA, MISSOURI**  
**PRE-COUNCIL MEETING – FEBRUARY 1, 2016**

**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, Donald Meier, Bob Cross, Tolbert Rowe and Vicky Collins. Bonita Nash was absent.

**COMMITTEE MEETING**

**Public Safety Committee** – Councilman Driskell, Chairman – No Report.

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

- Ordinance amending Chapter 10, Article IV of the Code of Ordinances of the City of Sedalia relating to building codes (Bill No. 2015-135)
- Ordinance amending Chapter 10, Article VII electrical code of the Code of Ordinances of the City of Sedalia (Bill No. 2015-136)
- Ordinance amending Chapter 10, Article V Existing Building Code of the Code of Ordinances of the City of Sedalia (Bill No. 2015-137)
- Ordinance amending Chapter 24, Article II Fire Prevention Code of the Code of Ordinances of the City of Sedalia (Bill No. 2015-138)
- Ordinance amending Chapter 10, Article VI Mechanical Code of the Code of Ordinances of the City of Sedalia (Bill No. 2015-139)
- Ordinance amending Chapter 10, Article VIII Plumbing and Gas Code of the Code of Ordinances of the City of Sedalia (Bill No. 2015-140)
- Ordinance amending Chapter 10, Article X, Division 2 International Property Maintenance Code of the Code of Ordinances of the City of Sedalia (Bill No. 2015-141)

All proposed ordinances above, read 1<sup>st</sup> time at November 2, 2015 Council meeting, were moved to full Council for 2<sup>nd</sup> Reading and Final Passage on motion by Cunningham, seconded by Driskell. All present in favor. Nash was absent.

- Ordinance approving and accepting a site license and consumption cost agreement with Kansas City Power and Light Company for the installation and operation of electric vehicle supply equipment stations on City owned property (3 charging stations in Parking Lot at 2<sup>nd</sup> and Osage; 1<sup>st</sup> year City pays \$10/month to cover initial costs, 2<sup>nd</sup> year and after users pay) was moved to full Council on motion by Meier, seconded by Cross. All present in favor. Nash was absent.

- Ordinance accepting a quit claim deed with associated easement for ingress, egress, public utility and right-of-way purposes from Thompson Hills Investment Corporation; Sylvia G. Thompson Charitable Trust; and CJ Sedalia, LLC, for Hobby Lobby Drive and Ninth Street and accepting said streets for city maintenance was moved to full Council on motion by Turley, seconded by Meier. All present in favor. Nash was absent.
- Ordinance approving and accepting an agreement with Timothy D. Ehlers and Angela M. Ehlers, and Tim's Tree Service LLC (Allows City access to Ehlers' property to grind up material for use in city compost; no cost to City) was moved to full Council on motion by Meier, seconded by Cross. All present in favor. Nash was absent.
- Resolution declaring a moratorium on demolition permits on Ohio Avenue between Main and Broadway, to remain in effect for 90 days unless extended or replaced by amending ordinance or resolution, (Allows City time to produce legislation needed to protect downtown historic area from demolitions that impact long-term strategic planning) was moved to full Council on motion by Driskell, seconded by Turley. All present in favor. Nash was absent.

Finance/Administration Committee – Councilman Cunningham, Chairman, presented the following recommendation:

- Records Destruction Request from Personnel Department was moved to full Council on motion by Rowe, seconded by Meier. All present in favor. Nash was absent.

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 – FEBRUARY 1, 2016**

The Council of the City of Sedalia, Missouri duly met on Monday, February 1, 2016, at 7:00 p.m. at the Municipal Building with Mayor Stephen J. Galliher presiding. Mayor Galliher called the meeting to order and asked for a moment of silent prayer followed by the Pledge of Allegiance led by Councilman Driskell.

**ROLL CALL:**

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

**SERVICE AWARDS:**

35 Year Gift Card     Hugo Twenter, Fire Driver – Fire Department  
10 Year Service Pin     Joseph McCullough, Police Officer – Police Department  
5 Year Service Pin     Matt Harris, Senior Engineer Technician – Water Pollution Control Department

**SPECIAL AWARDS:**

Mayor Galliher presented Earl D. Monteer with a retirement watch for his 12 years, 11 months of service with the Sanitation Department.

**MINUTES:**

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

- Pre-Council Meeting January 19, 2016
- Regular Council Meeting January 19, 2016

**UNFINISHED BUSINESS:**

BILL NO. 2015 – 135, ORDINANCE NO. 10407 – AN ORDINANCE AMENDING CHAPTER 10, ARTICLE IV OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA RELATING TO BUILDING CODES was read once by title on November 2, 2015.

2<sup>nd</sup> Reading – Motion by Rowe, 2<sup>nd</sup> by Cunningham. All present in favor. Nash was absent.

Final Passage – Motion by Rowe, 2<sup>nd</sup> by Cunningham. All present in favor. Nash was absent.

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

BILL NO. 2015 – 136, ORDINANCE NO. 10408 – AN ORDINANCE AMENDING CHAPTER 10, ARTICLE VII ELECTRICAL CODE OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA was read once by title on November 2, 2015.

2<sup>nd</sup> Reading – Motion by Rowe, 2<sup>nd</sup> by Cunningham. All present in favor. Nash was absent.

Final Passage – Motion by Rowe, 2<sup>nd</sup> by Driskell. All present in favor. Nash was absent.

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

BILL NO. 2015 – 137, ORDINANCE NO. 10409 – AN ORDINANCE AMENDING CHAPTER 10, ARTICLE V EXISTING BUILDING CODE OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA was read once by title on November 2, 2015.

2<sup>nd</sup> Reading – Motion by Driskell, 2<sup>nd</sup> by Meier. All present in favor. Nash was absent.

Final Passage – Motion by Cunningham, 2<sup>nd</sup> by Rowe. All present in favor. Nash was absent.

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

BILL NO. 2015 – 138, ORDINANCE NO. 10410 – AN ORDINANCE AMENDING CHAPTER 24, ARTICLE II FIRE PREVENTION CODE OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA was read once by title on November 2, 2015.

2<sup>nd</sup> Reading – Motion by Rowe, 2<sup>nd</sup> by Driskell. All present in favor. Nash was absent.

Final Passage – Motion by Rowe, 2<sup>nd</sup> by Cunningham. All present in favor. Nash was absent.

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

BILL NO. 2015 – 139, ORDINANCE NO. 10411 – AN ORDINANCE AMENDING CHAPTER 10, ARTICLE VI MECHANICAL CODE OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA was read once by title on November 2, 2015.

2<sup>nd</sup> Reading – Motion by Cross, 2<sup>nd</sup> by Driskell. All present in favor. Nash was absent.

Final Passage – Motion by Cross, 2<sup>nd</sup> by Cunningham. All present in favor. Nash was absent.

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

BILL NO. 2015 – 140, ORDINANCE NO. 10412 – AN ORDINANCE AMENDING CHAPTER 10, ARTICLE VIII PLUMBING AND GAS CODE OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA was read once by title on November 2, 2015.

2<sup>nd</sup> Reading – Motion by Meier, 2<sup>nd</sup> by Rowe. All present in favor. Nash was absent.

Final Passage – Motion by Rowe, 2<sup>nd</sup> by Cunningham. All present in favor. Nash was absent.

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

BILL NO. 2015 – 141, ORDINANCE NO. 10413 – AN ORDINANCE AMENDING CHAPTER 10, ARTICLE X, DIVISION 2 INTERNATIONAL PROPERTY MAINTENANCE CODE OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA was read once by title on November 2, 2015.

2<sup>nd</sup> Reading – Motion by Cunningham, 2<sup>nd</sup> by Turley. All present in favor. Nash was absent.

Final Passage – Motion by Driskell, 2<sup>nd</sup> by Rowe. All present in favor. Nash was absent.

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

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: None.

ROLL CALL OF STANDING COMMITTEES:

PUBLIC SAFETY – RUSSELL DRISKELL, CHAIRMAN – No Report.

PUBLIC WORKS – TOLBERT ROWE, CHAIRMAN – No Report.

FINANCE & ADMINISTRATION – JAMES CUNNINGHAM, CHAIRMAN

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

NEW BUSINESS:

BILL NO. 2016 – 06, ORDINANCE NO. 10414 – AN ORDINANCE APPROVING AND ACCEPTING A SITE LICENSE AND CONSUMPTION COST AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND KANSAS CITY POWER AND LIGHT COMPANY (KCP&L), A MISSOURI CORPORATION, FOR THE INSTALLATION AND OPERATION OF ELECTRIC VEHICLE SUPPLY EQUIPMENT STATIONS ON CITY OWNED PROPERTY was read once by title.

2<sup>nd</sup> Reading – Motion by Turley, 2<sup>nd</sup> by Driskell. All present in favor. Nash was absent.

Final Passage – Motion by Cross, 2<sup>nd</sup> by Driskell. All present in favor. Nash was absent.

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

BILL NO. 2016 – 07, ORDINANCE NO. 10415 – AN ORDINANCE ACCEPTING A QUIT CLAIM DEED WITH ASSOCIATED EASEMENT FOR INGRESS, EGRESS, PUBLIC UTILITY AND RIGHT-OF-WAY PURPOSES FROM THOMPSON HILLS INVESTMENT CORPORATION, A MISSOURI CORPORATION; SYLVIA G. THOMPSON CHARITABLE TRUST, A CHARITABLE FOUNDATION TRUST; AND CJ SEDALIA, LLC, A MISSOURI LIMITED LIABILITY COMPANY FOR HOBBY LOBBY DRIVE AND NINTH STREET AND ACCEPTING SAID STREETS FOR CITY MAINTENANCE was read once by title.

2<sup>nd</sup> Reading – Motion by Cross, 2<sup>nd</sup> by Cunningham. All present in favor. Nash was absent.

Final Passage – Motion by Turley, 2<sup>nd</sup> by Cross. All present in favor. Nash was absent.

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

BILL NO. 2016 – 08, ORDINANCE NO. 10416 – AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND TIMOTHY D. EHLERS AND ANGELA M. EHLERS, HUSBAND AND WIFE AND, TIM’S TREE SERVICE, LLC was read once by title.

2<sup>nd</sup> Reading – Motion by Rowe, 2<sup>nd</sup> by Turley. All present in favor. Nash was absent.

Final Passage – Motion by Cunningham, 2<sup>nd</sup> by Cross. All present in favor. Nash was absent.

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

RESOLUTION NO. 1857 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI DECLARING A MORATORIUM ON DEMOLITION PERMITS ON OHIO AVENUE BETWEEN MAIN STREET AND BROADWAY IN THE CITY OF SEDALIA. SUCH MORATORIUM TO REMAIN IN EFFECT FOR NINETY (90) DAYS UNLESS EXTENDED OR REPLACED BY AMENDING ORDINANCE OR RESOLUTION was read once by title and approved on motion by Rowe, seconded by Cross. All present in favor. Nash was absent.

APPOINTMENTS:

The following Board Appointments by Mayor Galliher were read and approved on motion by Meier, seconded by Driskell. All present in favor. Nash was absent.

AIRPORT BOARD:

Appoint Curt Williams, 1184 SE 185, Knob Noster, MO 65336, Completing William Ferguson's term expiring June 2017.

Appoint Larry Bahr, 30712 Wright Road, Completing Ron Ditzfeld's term expiring June 2019.

BIDS: None.

LIQUOR LICENSES:

The following New Liquor License was read and approved on motion by Turley, seconded by Meier. All present in favor except Rowe who abstained due to the applicant being a personal friend. Nash was absent.

New:

- Brian K. Egbert dba Strikerz, 2119 W Broadway – Liquor by Drink with Sunday Sales

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

Renewal:

- Scott Hewett dba Colton's Steakhouse, 4101 W Broadway – Liquor by Drink with Sunday Sales
- Joseph LeMaire dba LeMaire's Cajun Catfish, 3500 W Broadway – Liquor by Drink with Sunday Sales
- Thomas White dba Loyal Order of Moose #1494, 119 Winchester Dr – Sunday Sales
- Ann Grady dba Woods Super Market, Inc., 701 E Broadway – Taste Testing

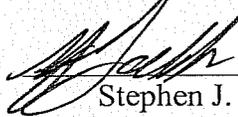
DEPARTMENT BILLS thru February 1, 2016 totaling \$401,728.58 were approved for payment on motion by Driskell, seconded by Cunningham. All present in favor. Nash was absent.

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR: None.

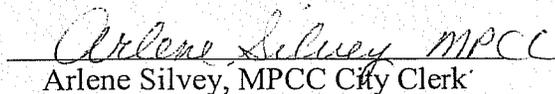
GOOD & WELFARE: None.

The meeting adjourned at 7:17 p.m. on motion by Meier, seconded by Driskell. All present in favor. Nash was absent.

THE CITY OF SEDALIA, MISSOURI



Stephen J. Galliher, Mayor



Arlene Silvey, MPCC City Clerk

TRAFFIC ADVISORY COMMISSION MEETING  
JANUARY 13, 2016

The Traffic Advisory Commission duly met on Wednesday, January 13, 2016, 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	Not Present	Victoria Kottman	Not Present
James Callis	Present	Greg Harrell	Present
John Rucker	Present		
Shirley Neff	Present		
Dennis Henderson	Present		
Ruth Kell	Present		
David Goldsmith	Present		

Guests- Ellen Cross, Barry Walter

The minutes of the December 16, 2015 meeting were approved.

UNFINISHED BUSINESS:

NEW BUSINESS:

**Barry Walter, Walters Barber Shop, 417 S. Engineer, is requesting the four parking spaces on the east side of Engineer Avenue north of 5<sup>th</sup> Street be designated as “customer parking only” spaces.** The tenants or visitors of the rental house at 413 S. Engineer park in front of his barber shop. This is taking business away from him as his customers have no place to park and some of his customers do not stop because they think he is too busy. **Staff recommends the Commission deny the request. This is a public street and would not recommend parking be designated for private use only.**

Mr. Walter stated this situation has hurt his business very much. He has tried to talk to the tenants but it has not helped. The tenant does not own a vehicle the problem occurs from the visitors to the home. Kell stated she believes this problem needs to be addressed with the tenants. Rucker stated this would also cause a problem due to other business’s requesting the same thing. Henderson asked if Mr. Walter could have signs made “no waiting” or “15 minute waiting” that could be placed where people could see it. Mr. Walter asked if he would be in violation by placing a sign in the sidewalk. Henderson suggested it be placed in his window. Neff suggested he could do like they used to do and put a color tie or something outside to designate no waiting. Even though the parking spaces were taken his customers could park on 5<sup>th</sup> Street. Mr. Walter stated they could park on 5<sup>th</sup> Street if they are able to walk that far. He does have handicapped customers. Goldsmith asked if he has considered designating a handicapped parking space in front of the business.

Harrell stated he is a customer of Mr. Walters and stripping the spaces has helped but what he is saying is true. If he sees a lot of vehicles parked in front he may not stop because he usually does not have too much time to wait. The owner of the vacant lot next to his shop does allow Mr. Walter to park his own vehicle in there but that is all and Mr. Walter has tried to buy it but they have never been able to come to an agreement. Neff asked if a handicapped parking space is something that might help. That probably would not work because then it is restricting a space to only handicapped people.

Goldsmith asked if it was against city ordinance for Mr. Walter to put a sign on the sidewalk asking it be for customers only. Cross stated she did not know and would check but those signs would not be enforceable without an ordinance designating them as "customer only parking". Cross will check the City Code and see if placing the sign on the sidewalk and get back to Mr. Walter via email. Mr. Walter is willing to make the signs at his expense. Goldsmith stated that might be a good solution if it is permissible for Mr. Walter to place his own signs on the sidewalk. It could be tried until next month. **Neff made a motion to table the request. Second by Henderson. All were in favor.**

OTHER ITEMS FOR DISCUSSION:

The Commission asked how the four way stop review was coming. Cross stated all the data has been collected that it needs to be compiled and distributed to the Commission. The Commission would like to review the intersection at 14<sup>th</sup> & Ingram. Cross will get traffic counts for that location.

The next meeting is February 10, 2016.

The meeting adjourned at 12:25 p.m.

To: Gary Edwards  
From: Ellen Cross  
Date: February 10, 2016  
Subject: North Basin Relief Sewer Project, Change Order #1

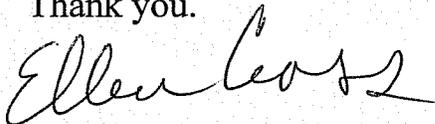
I would like to recommend that change order #1 be approved for the North Basin Relief Sewer Project. This change order is for an increase of \$243,502.50 bringing the total contract price to \$4,767,573.03. This will be paid out of the \$30 million. It also extends the substantial completion date from March 1, 2016 to March 30, 2016.

The majority of this change order, \$225,000, is necessary due to the condition of the sewer main that is located under the railroad. The existing sewer main is 18" and must be enlarged to 21". The City has as-built plans for this existing sewer main and that is what was used during design for this project. However when the pipe was excavated it was found that the existing conditions did not match the as-built plans.

It was expected that the 21" pipe could be pulled out of the casing and the new 24" pipe could be installed. This was not possible as there was a metal trough welded together and grouted to the bottom of the casing which the sewer pipe rested on. In order to reuse the existing casing the trough and the sewer main will have to be removed by the use of a boring machine. This price is a guaranteed price meaning if the contractor damages the casing during this procedure they will, at their own expense, bore a new casing and install the new pipe.

The remaining cost of this change order, \$18,502.50, is for adding a manhole and several service reconnections.

Thank you.

A handwritten signature in black ink that reads "Ellen Cross". The signature is written in a cursive style with a large initial "E" and a long, sweeping underline.

Date of Issuance: February 5, 2016

Effective Date: February 5, 2016

Project: Sedalia Wastewater Improvements - 2015	Owner: City of Sedalia	Owner's Contract No.: N/A
Contract: North Basin Relief Sewer		Date of Contract: July 7, 2015
Contractor: Sterling Excavation & Erection, LLC		Engineer's Project No.: 009-0827U

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

**Description:**

Add 6'-0" ID Standard Manhole at Sta: 25+Line A (WCD 1) - \$6,000

Reconnect service line for 1309 N Grand (WCD 1) - \$1,000

Reconnect service line for 24049 Georgetown Road (WCD 1) - \$1,000

Reconnect service line for 801 N Ohio - \$1,000, horizontal directionally drill service line approximately 75 LF at \$65/LF, Install 10 LF of service line (WCD 1) - \$350

Reconnect service line for 822 N Grand - \$1,000, install 100 LF of service line (WCD 1)- \$3,500

Delete 22.25 SY of 8" concrete swale and replace with MODOT Type 2 rock blanket (WCD 2)- \$222.50

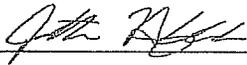
Modification to existing railroad crossing at Line A. Contractor to remove existing pipe, grout, and steel tubing as necessary in order to prepare the existing casing to install the new pipe. If the contractor is not be able to prepare the casing for installation of the new pipe the contractor will bore a new casing conforming with railroad standards adjacent to the existing casing and install all other sewer pipe and manholes as necessary to complete a new crossing of the railroad at no additional cost- \$225,000 LS plus 30 calendar days. If the contractor needs to install the new casing up to additional time will be considered.

**Attachments (list documents supporting change):**

Work Change Directives 1 and 2

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  \$ 4,524,070.53	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): March 1, 2016 Ready for final payment (days or date): May 1, 2016
Increase from previously approved Change Orders No. 0 to No. 1:  \$ 0.00	Increase from previously approved Change Orders No. 0 to No. 1:  Substantial completion (days): 0 days Ready for final payment (days): 0 days
Contract Price prior to this Change Order:  \$ 4,524,070.53	Contract Times prior to this Change Order: Substantial completion (days or date): March 1, 2016 Ready for final payment (days or date): May 1, 2016
Increase of this Change Order:  \$ 243,502.50	Increase of this Change Order: Substantial completion (days or date): 30 days Ready for final payment (days or date): 30 days
Contract Price incorporating this Change Order:  \$ 4,767,573.03	Contract Times with all approved Change Orders: Substantial completion (days or date): March 30, 2016 Ready for final payment (days or date): May 30, 2016

RECOMMENDED:

By: 

Engineer (Authorized Signature)

Date: February 5, 2016

Approved by Funding Agency (if applicable):  
\_\_\_\_\_

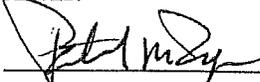
ACCEPTED:

By: \_\_\_\_\_

Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: 

Contractor (Authorized Signature)

Date: 2-5-16

Date: \_\_\_\_\_

cc:



# WORK CHANGE DIRECTIVE

No. 1

Date of Issuance: September 29, 2015 Effective Date: September 29, 2015

Project: Sedalia Wastewater Improvements	Owner: City of Sedalia, MO	Owner's Contract No.: N/A
Contract: North Basin Relief Sewer		Date of Contract: 07/01/2015
Contractor: Sterling Excavation & Erection, LLC		Engineer's Project No.: 009-0827U

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

Item No.	Description
1	Add 6'-0" ID Standard Manhole at Sta: 25+35 Line A - \$6000
2	Reconnect service line for 1309 N Grand - \$1000
3	Reconnect service line for 24049 Georgetown Road - \$1000
4	Reconnect service line for 801 N Ohio - \$1000, horizontal directionally drill service line approximately 75 LF at \$65/LF, install 10 LF of service line - \$350
5	Reconnect service line for 822 N Grand - \$1000, install 100 LF of service line - \$3500

Attachments (list documents supporting change):

Purpose for Work Change Directive:

- Authorization for Work described herein to proceed on the basis of Cost of the Work due to:
- Nonagreement on pricing of proposed change.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price \$ 18,725 (Increase) Contract Time 0 days (Increase)

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

Recommended for Approval by Engineer:	Date: <u>9/29/15</u>
Authorized for Owner by: <i>John R. [Signature]</i>	Date: <u>9/29/15</u>
Accepted for Contractor by: <i>Devin Lake [Signature]</i>	Date: <u>9-29-15</u>
Approved by Funding Agency (if applicable):	Date:

# Work Change Directive

No. 2

Date of Issuance: October 19, 2015

Effective Date: October 19, 2015

Project: North Basin Relief Sewer, Sedalla MO.	Owner: City of Sedalia, MO	Owner's Contract No.:
Contract: North Basin Relief Sewer Sedalla, MO		Date of Contract: 4-16-15 (NTP)
Contractor: Sterling Excavation and Erection LLC		Engineer's Project No.: 009-0827 (U)

Contractor is directed to proceed promptly with the following change(s):

Item No.	Description
1	Delete 22.25 SY of 8" concrete swale and replace with MODOT Type 2 rock blanket.

Attachments (list documents supporting change):

Purpose for Work Change Directive:

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

Nonagreement on pricing of proposed change.

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

Estimated change in Contract Price and Contract Times:

Contract Price \$ 222.50 (decrease)

Contract Time 0 (increase/decrease)  
days

Recommended for Approval by Engineer:	Date 10-19-2015
Authorized for Owner by: <i>Kevin Lake</i>	Date 10/19/15
Received for Contractor by: <i>John M. ...</i>	Date 2-5-16
Received by Funding Agency (if applicable):	Date:

City of Sedalia  
Information Technology Services  
200 S. Osage, Sedalia, MO 65301

---

To: Gary Edwards, City Administrator

From: Monte Richardson 

Date: 02/08/16

Re: Firewall Purchase

Sir:

Firewalls are the first line of defense in protecting our computer network and employees from malicious traffic on the Internet. They also provide secure communication channels between the Municipal Building and various other City buildings.

The firewall licenses at the Municipal Building, Airport and Streets/WPC are expiring and are budgeted to be replaced this budget year. The IT department budgeted for two firewalls for the Municipal Building for this year. This is meant to address the need for redundancy at the edge of the network in case one of the firewalls breaks down. This occurred earlier this year and the Municipal Building wasn't able to use Internet and receive email for almost 24 hours. The network changes being implemented with AT&T will also require these upgrades.

I would like approval to purchase four firewall appliances from Rhinoville IT. Rhinoville IT is our sole source provider assigned by the manufacture, Sophos LTD. Their quote is \$20,888.00. We have used Sophos firewalls for several years. They have proven to be a very good fit for our needs.

Respectfully submitted.



Rhinoville  
PO Box 681563  
Riverside, MO 64168  
(816)256-2595  
billing@rhinoville.com  
http://www.rhinoville.com

ADDRESS  
Monte Richardson  
City of Sedalia  
200 South Osage Avenue  
Sedalia, MO 65301 USA

SHIP TO  
Monte Richardson  
City of Sedalia  
200 South Osage Avenue  
Sedalia, MO 65301 USA

**ESTIMATE 1227**

DATE 02/10/2016

ACTIVITY	QTY	RATE	AMOUNT
Sophos:SG Series:UTM SG 330 New:SB332CSUSK SG 330 TotalProtect 24x7, 2-year (US power cord)	2	12,337.00	24,674.00
Sophos:SG Series:UTM SG 105W New:SA1A1CSUSK SG 105w TotalProtect 24x7, 1-year (US power cord)	2	718.00	1,436.00
		SUBTOTAL	26,110.00
		DISCOUNT 20%	-5,222.00

**TOTAL \$20,888.00**

Accepted By

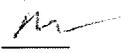
Accepted Date

Thank you for this opportunity to serve you!  
Please note this estimate may be time sensitive.  
Labor is NOT included unless specifically added to this quote.

City of Sedalia  
Information Technology Services  
200 S. Osage, Sedalia, MO 65301

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To: Gary Edwards, City Administrator

From: Monte Richardson 

Date: 02/09/16

Re: Security Information and Event Management

Sir:

Please see the attached quote from AlienVault, our SIEM appliance vendor. The appliance provides a layer of monitoring for security threats going out and coming into the environment. It also manages event and log collection and management for 150 servers and workstation. This is for licensing and maintenance for the next two years for \$5436.00. This is a budgeted event.

Respectfully submitted.



## ALIEN VAULT

### SALES ORDER FORM

Created Date 1/20/2016

Quote Number 00019194

Service Period Start 3/17/2016

Expiration Date 2/12/2016

Service Period End 3/17/2018

#### Contact Information

##### Customer:

Account Name City of Sedalia  
Contact Name Monte Richardson  
Phone 660-827-3000  
Email mrichardson@cityofsedalia.com

##### Sales Representative:

Prepared By Kevin Menezes  
Phone (650) 713-3314  
Email kmenezes@alienvault.com

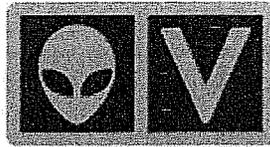
##### Company Address

AlienVault, Inc ("AlienVault")  
1875 S. Grant Street, Suite 200  
San Mateo, CA, USA 94402  
+1 650 713-3333 (voice)  
+1 650 212-7637 (fax)

#### Address Information

Bill To Name City of Sedalia  
Bill To 200 S. Osage Ave  
Sedalia, MO 65301  
United States  
Phone 660-827-3000  
Billing Email mrichardson@cityofsedalia.com  
Customer ID AV1502-024077

Ship To Name City of Sedalia  
Ship To 200 S. Osage Ave.  
Sedalia, MO 65301  
United States



# ALIEN VAULT

## SALES ORDER FORM

### Line Items

Product Code	Product	Line Item Description	Unit Price	Qty	Term	Term Period	Discount	Total Price
USM-ALTI-AIO150A-1TB-V.001	USM All-in-One 150A (1TB), Virtual appliance - AlienVault Labs Threat Intelligence Subscription	USM All-in-One 150A (1TB), Virtual appliance - AlienVault Labs Threat Intelligence Subscription - One (1) year subscription to AlienVault Labs Threat Subscription for one (1) All-in-One 150A (1TB) virtual appliance	USD 1,600.00	1.00	2.00	Year	24.50%	USD 2,416.00
USM-SSUP-AIO150A-1TB-V.001	USM All-in-One 150A (1TB), Virtual appliance - Standard Support & Maintenance	USM All-in-One 150A (1TB), Virtual appliance - Standard Support & Maintenance - One year support & maintenance for one (1) USM All-in-One 150A (1TB) virtual appliance - 5x8 access to web, email, and phone support	USD 2,000.00	1.00	2.00	Year	24.50%	USD 3,020.00
Subtotal			USD 7,200.00					
Discount			24.50%					
Total Sale			USD 5,436.00					

### Terms and Conditions

#### 1. Payment Terms

Fees for the products and services (the "Fees") are in the indicated currency, must be paid in the same currency, and are exclusive of out-of-pocket expenses. Any and all payments made by Customer pursuant to this Agreement are non-refundable. Customer will make payment within thirty (30) days of the date of the invoice. Late payments will incur monthly interest charges of 1.5% per month after forty-five (45) days, or the maximum interest rate permitted by law, whichever is less, together with any collection costs (including reasonable attorneys' fees). Payment options may be credit card, wire/electronic transfer, company check or other pre-arranged payment method. AlienVault may invoice parts of an order separately. Orders are subject to cancellation by AlienVault, at AlienVault's sole discretion. AlienVault is not responsible for pricing, typographical, or other errors, in any quotation or offer and reserves the right to cancel any orders resulting from such errors.

#### 2. Taxes and Shipping

All Fees are exclusive of any Taxes. Customer will pay to AlienVault an amount equal to any Taxes arising from or relating to this Agreement, including without limitation, sales, service, use or value added taxes, which are paid by or are payable by AlienVault. "Taxes" means any form of taxation, levy, duty, customs fee, charge, contribution or impost of whatever nature and by whatever authority imposed (including without limitation any fine, penalty, surcharge or interest), excluding, however, any taxes based solely on the net U.S. income of AlienVault. If Customer is required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to AlienVault, then the sum payable to AlienVault will be increased by the amount necessary so that AlienVault receives an amount equal to the sum it would have received had Customer made no withholdings or deductions.

Shipping and handling charges are additional unless otherwise expressly indicated at the time of sale. Customer must notify AlienVault within thirty (30) days of the date of the invoice or acknowledgement if Customer believes any part of the purchase is missing, incorrect, or damaged.



## ALIEN VAULT

### SALES ORDER FORM

Unless AlienVault is provided with a valid and correct reseller permit or tax exemption certificate applicable to the purchase of products and the ship-to location, Customer shall be responsible for sales and other taxes associated with the order. Shipping dates are estimates only. All terms are FOB Point of Shipment.

#### 3. Additional Terms and Conditions

This Agreement incorporates the terms and conditions located at <http://www.alienvault.com/terms/may2014>

#### 4. Other Agreements

If any in-effect Agreement between Customer and AlienVault includes provisions that contradict 1 or 2 or 3 above, the provisions in the in-effect Agreement will prevail.

#### Purchase Order

I certify that:

1. A Purchase Order is required by Customer [ YES / NO ] \_\_\_\_\_ (circle or notate)
2. If a Purchase Order IS NOT required by Customer, this Sales Order will be the only document required by Customer to make timely payments in response to invoices submitted to Customer by AlienVault per Terms and Conditions described in this Sales Order.
3. AlienVault may contact Customer's Finance Department with any questions.

#### Signature

This Agreement is executed by Customer's authorized representative below.

#### Customer

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_



**ALIEN VAULT**

SALES ORDER FORM

Accounts Payable

.....  
A/P Contact - Name

.....  
Title

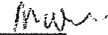
.....  
Email

.....  
Phone

City of Sedalia  
Information Technology Services  
200 S. Osage, Sedalia, MO 65301

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To: Gary Edwards, City Administrator

From: Monte Richardson 

Date: 02/10/16

Re: AT&T Phone Service

Sir:

On 12/07/15 Council approved AT&T as the company the City would contract with for phone service for the City. Since then Staff has learned that crucial parts of the pricing, while in the RFP, were not clearly identified. This caused staff to not account for those elements in the memo to Council and understate the cost of the solution.

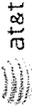
The committee that reviewed all the RFP submissions stands by their recommendation that AT&T is the best solution. AT&T is the only vendor that can provide seamless communication and data services to all City facilities. The other vendors could not provide the quality or quantity that AT&T can.

The proposed solution from AT&T is the same as previously submitted in the RFP except for the change in location for the backup site. The costs outlined below now include the IP-Flex Reach that wasn't included previously. This is a significant reduction from current expenditures.

Service	Description	Cost
IP-Flex Reach – Municipal AT&T	Phone – Internet Service	\$1,190.60
IP-Flex Reach – FireHQ AT&T	Phone – Internet Service	\$ 486.10
Network-on-Demand + POTS AT&T	Wide Area Network	\$3,054.85
Additional POTS, DSL, I-Land, etc.	Other Sites phone, Internet	\$1,123.00
Backup Internet (Charter/Socket)	Internet	\$ 160.00
TOTAL		\$6,014.55

I am requesting approval to move forward with AT&T to implement the IP-Flexible Reach, Network-on-Demand, and related services as outlined above and on the attached schedules from AT&T.

Respectfully submitted.



Site Name	Bandwidth requested	Original Sept. 2015 RFP Terms 60 mos term	AT&T Rate Schedule *Jan 2016 rates for 60 mos term	City of Sedalia Modifications based on rate chart *Jan 2016 rates for 60 mos term	POTS / FAX
Municipal Building	20 Mb	\$420.60	\$424.72	\$465.06	8
200 S Osage Sedalia, MO 65301	50 MB			\$216.00	
SFDHQ	20 Mb	\$420.60	\$424.72	\$424.72	1
2606 W. 16th St.				\$27.00	
SFD East	4 Mb	\$355.50	\$353.48	\$353.48	1
600 S. Hancock	4 Mb	\$355.50	\$353.48	\$353.48	1
Street & Alley				\$27.00	
901 E. 3rd St.				\$998.39	
Park Office	5 Mb	\$371.25	\$370.59	\$27.00	1
1500 W. 3rd St.	10 Mb			\$353.48	
Airport	5 MB			\$27.00	1
1900 E. Boonville	2 Mb	\$350.25	\$328.24	\$328.24	1
NEW ANIMAL SHELTER				\$27.00	
2420 S. New York				\$3,054.85	
Park Maintenance	2-Mb	\$350.25	\$328.24	\$172.00	0
1501 Liberty Park Blvd.	2-Mb	\$350.25	\$328.24	\$65.00	2
WPC Lab				\$54.00	
2900 W. Main St.	POTS / I-Land			\$172.00	0
WPC North Plant	2-Mb	\$350.25	\$328.24	\$50.00	1
23985 Georgetown Road				\$27.00	
WPC Southeast Plant	2-Mb	\$350.25	\$328.24	\$50.00	0
26999 Goodwill Chapel Rd.	POTS			\$27.00	1
WPC Compost Site	2-Mb	\$350.25	\$328.24	\$27.00	1
27882 Hwy U, Sedalia MO				\$172.00	0
WPC Central				\$27.00	1
Shares Internet w/WPC Lab	POTS			\$172.00	1
Sedalia Cemetery	2-Mb	\$350.25	\$328.24	\$27.00	1
701 N. Engineer	DSL			\$172.00	0
Liberty Park Stadium (seasonal)	2-Mb	\$350.25	\$328.24	\$27.00	1
1500 W. 3rd St.				\$27.00	1
Clover Dell Park (seasonal)	2-Mb	\$350.25	\$328.24	\$27.00	1
5300 W. 32nd St.	POTS			\$27.00	1
Building Maintenance	POTS			\$27.00	1
Community Center	POTS			\$27.00	1
Liberty Pool	POTS			\$27.00	1
Centennial Pool	POTS			\$27.00	1
TOTAL MONTHLY BASED ON 100 Mbps PORT and Business Critical Medium Class of Service		\$5,075.70	\$4,881.15	\$4,177.85	24
		\$1,190.60	Municipal IP-Flex	\$1,190.60	
		\$486.10	Fire HQ IP-Flex	\$486.10	
		\$160.00	Backup Internet Municipal / Fire HQ 60x4	\$160.00	
		\$6,912.40	TOTAL	\$6,014.55	

## Monte Richardson

---

**From:** MORGAN, MEGHAN <mm9483@att.com>  
**Sent:** Thursday, February 04, 2016 10:30 AM  
**To:** Monte Richardson  
**Cc:** Gary Edwards; Kelvin L. Shaw; TRIPP, HOLLY A; GANSKE, SHAWN  
**Subject:** AT&T IP Flexible Reach pricing for the City of Sedalia, MO

Good Morning Monte,

Thank you again for your patience and the opportunity. Included is the Individual Case Basis (ICB) approved pricing for the City of Sedalia for IP Flexible Reach delivered over Managed Internet Service with a sixty (60) month term and optional 12 month renewal.

## City of Sedalia

### IP Flexible Reach pricing - 60 month term and optional 12 month renewal

#### The Municipal Building

*200 S. Osage Ave., Sedalia MO as the primary site for IP Flex*

- 16 Concurrent Calls \$10.25 each x 16 = \$164
- 50 Mbps Ethernet Access \$638
- 50 Mbps Managed Internet Service \$363
- AT&T Managed Router (Tele-install) included \$0
- Existing AT&T Numbers Ported \$0
- 4800 Long Distance Minutes \$0 (300 minutes per concurrent call included at enterprise level, not per site)
- Caller ID name & number \$0
- Enhanced Features \$1.60 each per concurrent call x 16 = \$25.60
- 100 contiguous DID numbers \$0

*IP Flex Reach Site Total Monthly Recurring Charge \$1,190.60*

#### Fire Headquarters

*2606 W. 16<sup>th</sup> St., Sedalia MO for a secondary site for IP Flex*

- 10 Concurrent Calls \$10.25 each x 10 = \$102.50
- 1.5 Mbps Managed Internet Service \$108
- T1 Access (51+ miles) \$265
- AT&T Managed Router (Tele-install) included \$0
- Existing AT&T Numbers Ported \$0
- 3000 Long Distance Minutes (300 minutes per concurrent call included at enterprise level, not per site)
- Caller ID name and number \$0
- Enhanced Features \$1.60 each per concurrent call x 10 = \$10.60

*IP Flex Reach Site Total Monthly Recurring Charge \$486.10*

There are 7800 Long Distance included at an enterprise level per month, usage over the 7800 minutes is \$0.04 per minute. International long distance is additional and not included in the Long distance minutes. Mandatory surcharges, taxes and fees are not included and may apply.

The promotion for Business Access Lines/POTS is the same as proposed on the RFP Response but I'll follow this email with a promotional summary and pricing for your reference.

Please let me know if you have any questions and if you'd like me to request the paperwork for the proposed.

I appreciate your business!

Meghan Morgan | Client Solutions Executive 2 – Missouri and Kansas | AT&T Government/Education/Medical | mobile 314.435.3351 | [mm9483@att.com](mailto:mm9483@att.com)

**AT&T Customer Care:**

**Government/Education/Medical (GEM) Wireline Service Representatives, (800) 695-3679**

Initial point of contact to place an order; make changes to existing service or billing inquiries.

For Ordering: [gem.mo.orders@rdsmail.ims.att.com](mailto:gem.mo.orders@rdsmail.ims.att.com)

For Billing: [att.gembilling@rdsmail.ims.att.com](mailto:att.gembilling@rdsmail.ims.att.com)

**Managed Internet Services (MIS and MPLS PNT) – Repair 1-888-613-6330, Billing 800-235-7524 or**

[dispresolution@rdsmail.ims.att.com](mailto:dispresolution@rdsmail.ims.att.com)

**AT&T Mobility - National Business Services, 800-999-5445**

**Mobility Business End User Care 800-331-0500**

AT&T is here to make it easier for you! Have you tried opening up your repair tickets on-line? Below are two great resources to bring your maintenance concerns into AT&T.

Managed Services: <http://www.corp.att.com/ebcc/>

Local Services: [www.att.com/expressticketing](http://www.att.com/expressticketing)

**Do more. Spend Less! Government and Education Employees can save up to 17% at AT&T – to start saving on your personal device and for more information visit [www.att.com/governmentemployees](http://www.att.com/governmentemployees)**

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# AT&T Business Local Calling

UPDATED February, 2016

I recommend Business Local Calling Unlimited B –for customers with between 1 and 19 lines the monthly recurring charge is \$45 per line based on a 12 month term. For customers with 20 or more lines a 2 year or 3 year terms are available. For customers with 20 or more lines, I recommend the 36 month term – the monthly recurring charge is \$27 per line. I have included descriptions the two (2) packages available and pricing for all terms available.

## Business Local Calling Promotion:

Business Local Calling is POTS based offer consisting of two (2) line level option packages: Unlimited A and Unlimited B. Core components are package elements that are always activated on the line. Optional components are package elements customers can choose to activated or deactivated without a change in package price. Bolt-ons are features that can be added for discounted monthly price, separate from the package price.

*Billing considerations required with promotion: POTS that receive the Business Local Calling promotion cannot be combined on the same Billing Telephone Number (BTN) as another telco class of service (i.e. Plexar, ISDN-PRI).*

*POTS that receive the Business Local Calling promotion require a separate BTN per Service Address. BTNs can be consolidated using a consolidated BTN (i.e. 314-A12-1234) OR All AT&T services can be consolidated to a single bill using AT&T Convergent Bill.*

**Unlimited A - Core Components:** network access line, unlimited local usage, Caller ID with Name/Number, Three-Way Calling, Call Forwarding. **Optional Components:** Auto Redial, Call Blocker, Call Return, Call Waiting, Remote Access to Call Forwarding, Speed Calling 30, Call Forward Busy/Don't Answer, Call Forward Busy Line, Call Forward Don't Answer, and Hunting. **Bolt-on:** Inline is a \$5 Bolt-on

**Unlimited B - Core Components:** network access line, unlimited local usage, Caller ID with Name/Number. **Optional Components:** Call Forward Busy/Don't Answer, Call Forward Busy Line, Call Forward Don't Answer, and Hunting. **Bolt-ons:** Three-Way Calling, Auto Redial, Call Blocker, Call Return, Call Forwarding, Call Waiting, Remote Access to Call Forwarding, and Speed Calling 30. Inline is a \$5 Bolt-on

Pricing Matrix as of 06/01/2015:

Line Size	Line Option	1 Year	2 Year	3 Year	Month-to-Month (MTM) Rates Effective 5/1/15
1-19	Unlimited A	\$50.00	N/A	N/A	\$97.00
	Unlimited B	\$45.00	N/A	N/A	\$89.00
20 or more	Unlimited A	\$34.00	\$33.00	\$32.00	\$68.00
	Unlimited B	\$29.00	\$28.00	\$27.00	\$61.00

N/A = Not available to new subscribers

Bolt-On rates	Rate
Bolt-on Vertical Features Not Included in Line Option Packages	\$3.00/ month
Inline (added to the package price)	\$5.00/ month

**NOTE: Mandatory surcharges, taxes, and fees may apply and are not included in rates quoted.**

**Other Pricing and Term Information:**

- Verbal agreement is available only on single Billing Telephone Number (BTN) agreement for 12 mos option or Month-to-Month plan. The 12-month verbal option with auto-renewable option is no longer available effective 9/1/2014.
- At the end of the term agreement, the customer's selected line option for local usage and features will remain intact and the rates will automatically convert to the monthly extension Business Local Calling rates.

**EARLY TERMINATION FEES (ETF):**

Early Termination Fees will be assessed if customer cancels or disconnects their Business Local Calling plan prior to end of term. Early Termination Fees are based upon the number of lines established on the initial order.

Termination charges are equal to \$15.00 per line (based on the number of lines subscribed to on the initial order) times the number of months remaining on the term commitment.

*Prepared by:*

Meghan Morgan  
 Client Services Executive 2  
 Local Government/Education/Medical  
[mm9483@att.com](mailto:mm9483@att.com)

**Date:** February 16, 2016  
**To:** Mayor Stephen Galliher  
Members of the Council  
**From:** Kelvin Shaw, Finance Director  
**RE:** Destruction Request

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

Vendor Statements :  
FY 10-11 Account #59366  
Payroll Statements:  
FY 10-11 Account #59374

The following are Savings Bank Statements:

FY 10-11	Account #59293	Third National Bank
FY 10-11	Account #59390	Third National Bank
FY 10-11	Account #59404	Third National Bank
FY 10-11	Account #59420	Third National Bank
FY 10-11	Account #63533	Third National Bank
FY 10-11	Account #3600100956	US Bank

Vendor Invoices: Have been kept for the required three years.  
FY 11-12



PERSONNEL DEPARTMENT

February 16, 2016

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 Animal Services Manager Applications – February, 2015 – Retention 1 year;
- Unsolicited General Applications – July, 2015 – Retention 1 year;
- Unsolicited General Applications – August, 2015 – 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 black ink, appearing to read "John L. Rice".

John L. Rice  
Personnel Director

**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI, AND PICTOMETRY INTERNATIONAL CORPORATION, FOR THE UPDATING OF AERIAL IMAGERY ASSOCIATED WITH THE CITY'S GIS PROJECT.**

**WHEREAS**, the City of Sedalia, Missouri, has received a proposal from Pictometry International Corporation; and

**WHEREAS**, under the proposal, the City of Sedalia, Missouri, shall pay the total sum and amount of and not to exceed \$273,750.00 spread over three separate projects as follows:

**First Project - \$91,250.00**  
**Second Project - \$91,250.00**  
**Third Project - \$91,250.00**

As consideration therefore, the City of Sedalia, Missouri, shall receive services related to the updating of aerial imagery associated with the City's GIS project as more fully described in the proposed agreement attached to this ordinance 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 Pictometry International Corporation in substantively the same form and content as the agreement has been proposed.

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

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

**Section 4.** This ordinance shall 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 16<sup>th</sup> day of February 2016.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 16<sup>th</sup> day of February 2016.

\_\_\_\_\_  
Stephen J. Galliher, Mayor

ATTEST:

\_\_\_\_\_  
Arlene Silvey, MPCC  
City Clerk

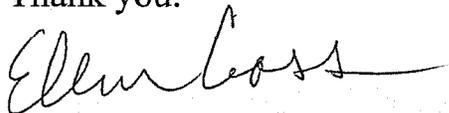
To: Gary Edwards  
From: Ellen Cross  
Date: February 9, 2016  
Subject: Six Year Contract with Pictometry International Corp.

The City currently is under contract with Pictometry International Corp. to have pictometry, for the GIS and Beacon, flown every two years and that contract expires in 2016. This new contract maintains the same terms and conditions for the next six years and the contract is for \$273,750.00 which is an increase of \$5,790.50 over the previous contract price. The payments will be as follows;

2017 - \$45,625.00  
2018 - \$45,625.00  
2019 - \$45,625.00  
2020 - \$45,625.00  
2021 - \$45,625.00  
2022 - \$45,625.00

The updating of this imagery is a great asset to the City and is necessary in keeping our GIS system updated and useful.

Thank you.

A handwritten signature in cursive script that reads "Ellen Cross". The signature is written in black ink and is positioned below the "Thank you." text.

**AGREEMENT BETWEEN  
**PICTOMETRY INTERNATIONAL CORP. (“Pictometry”) AND  
**CITY OF SEDALIA, MO (“Customer”)******

1. This order form (“Order Form”), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Software License Agreement

Section C: Non-Standard Terms and Conditions

Appendix I: Photogrammetric Product Specifications

(all of which, collectively, constitute this “Agreement”) set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Photogrammetric Product Specifications; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading ‘Section B: License Terms’; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
200 S. Osage	25 Methodist Hill Drive
Sedalia, Missouri 65301	Rochester, NY 14623
Attn: Devin Lake, Public Works Project Manager	Attn: Contract Administration
Phone: (660) 827-3000 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry’s obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry’s obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond

Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

- In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

**PARTIES:**

<b>CUSTOMER</b>	<b>PICTOMETRY</b>
<b>CITY OF SEDALIA, MO</b>	<b>PICTOMETRY INTERNATIONAL CORP.</b>
(entity type)	a Delaware corporation
<b>SIGNATURE:</b>	<b>SIGNATURE:</b>
<b>NAME:</b>	<b>NAME:</b>
<b>TITLE:</b>	<b>TITLE:</b>
<b>DATE:</b>	<b>EXECUTION DATE:</b>
	<b>DATE OF RECEIPT (EFFECTIVE DATE)</b>

**SECTION A**

**PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS**

Pictometry International Corp.  
 25 Methodist Hill Drive  
 Rochester, NY 14623

<b>ORDER #</b>
C182708

<b>BILL TO</b>
City of Sedalia, MO
Devin Lake Public Works Project Manager
200 S. Osage Sedalia, Missouri 65301
(660) 827-3000
dlake@cityofsedalia.com

<b>SHIP TO</b>
City of Sedalia, MO
Devin Lake Public Works Project Manager
200 S. Osage Sedalia, Missouri 65301
(660) 827-3000
dlake@cityofsedalia.com

<b>CUSTOMER ID</b>	<b>SALES REP</b>	<b>FREQUENCY OF PROJECT</b>
A118442	jball	Biennial

<b>FIRST PROJECT</b>					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT <sup>1</sup>
737	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$75.00	\$67.50  (10%)	\$49,747.50
50	AccuPLUS 3in - CUSTOMER DTM - Per Sector	Product includes: 3-inch GSD AccuPlus ortho mosaic tiles (GeoTIFF format), 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 3-inch GSD area-wide ortho mosaic (ECW format), 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Ortho-mosaic accuracy: 0.75 ft. RMSE (X or Y); 1.84 ft NSSDA 95%; meets or exceeds ASPRS Class 1 (1990) at 1"=100'; NMAS Class 1 at 1"=50'. Pricing discounted to reflect use of customer-provided DTM to support ortho-rectification (subject to Pictometry testing and validation). Refer to attached terms and conditions.	\$745.00		\$37,250.00
737	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00	\$5.00  (50%)	\$3,685.00
737	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$368.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
1	AccuPlus Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Pictometry for ArcGIS Desktop - Active X Extension - Government (Seat)	Pictometry for ArcGIS Desktop. Active X extension compatible with ArcMap versions 9.3xx and 10.	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the	\$0.00		\$0.00

		Disaster Response Program.			
<b>SUBTOTAL – FIRST PROJECT</b>					<b>\$91,250.00</b>
<b>SECOND PROJECT</b>					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT <sup>1</sup>
737	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$75.00	\$67.50 (10%)	\$49,747.50
50	AccuPLUS 3in - CUSTOMER DTM - Per Sector	Product includes: 3-inch GSD AccuPlus ortho mosaic tiles (GeoTIFF format), 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 3-inch GSD area-wide ortho mosaic (ECW format), 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Ortho-mosaic accuracy: 0.75 ft. RMSE (X or Y); 1.84 ft NSSDA 95%; meets or exceeds ASPRS Class 1 (1990) at 1"=100'; NMAS Class 1 at 1"=50'. Pricing discounted to reflect use of customer-provided DTM to support ortho-rectification (subject to Pictometry testing and validation). Refer to attached terms and conditions.	\$745.00		\$37,250.00
737	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00	\$5.00 (50%)	\$3,685.00
737	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$368.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
1	Pictometry for ArcGIS Desktop - Active X Extension - Government (Seat)	Pictometry for ArcGIS Desktop. Active X extension compatible with ArcMap versions 9.3xx and 10.	\$0.00		\$0.00
1	AccuPlus Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	\$0.00		\$0.00
<b>SUBTOTAL – SECOND PROJECT</b>					<b>\$91,250.00</b>
<b>THIRD PROJECT</b>					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT <sup>1</sup>
737	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$75.00	\$67.50 (10%)	\$49,747.50
50	AccuPLUS 3in - CUSTOMER DTM - Per Sector	Product includes: 3-inch GSD AccuPlus ortho mosaic tiles (GeoTIFF format), 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 3-inch GSD area-wide ortho mosaic (ECW format), 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal	\$745.00		\$37,250.00

		Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Ortho-mosaic accuracy: 0.75 ft. RMSE (X or Y); 1.84 ft NSSDA 95%; meets or exceeds ASPRS Class 1 (1990) at 1"=100'; NMAS Class 1 at 1"=50'. Pricing discounted to reflect use of customer-provided DTM to support ortho-rectification (subject to Pictometry testing and validation). Refer to attached terms and conditions.			
737	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00	\$5.00 (50%)	\$3,685.00
737	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$368.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
1	AccuPlus Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Pictometry for ArcGIS Desktop - Active X Extension - Government (Seat)	Pictometry for ArcGIS Desktop. Active X extension compatible with ArcMap versions 9.3xx and 10.	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	\$0.00		\$0.00
<b>SUBTOTAL – THIRD PROJECT</b>					<b>\$91,250.00</b>

Thank you for choosing Pictometry as your service provider.

**TOTAL**

**\$273,750.00**

<sup>1</sup>Amount per product = ((1-Discount %) \* Qty \* List Price)

**FEES; PAYMENT TERMS**

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts amount due under this Agreement including, but not limited to, attorneys' fees and court costs.

**FIRST PROJECT**

Due by April 30, 2017	\$11,406.00
Due at Initial Shipment of Imagery	\$34,219.00
Due at First Anniversary of Shipment of Imagery	\$45,625.00
<b>Total Payments</b>	<b>\$91,250.00</b>

**SECOND PROJECT**

Due at Initial Shipment of Imagery	\$45,625.00
Due at First Anniversary of Shipment of Imagery	\$45,625.00
<b>Total Payments</b>	<b>\$91,250.00</b>

### THIRD PROJECT

Due at Initial Shipment of Imagery	\$45,625.00
Due at First Anniversary of Shipment of Imagery	\$45,625.00
Total Payments	\$91,250.00

### PRODUCT PARAMETERS

#### IMAGERY – FIRST PROJECT

**Product:** IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector  
**Elevation Source:** USGS  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

#### IMAGERY – SECOND PROJECT

**Product:** IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector  
**Elevation Source:** USGS  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

#### IMAGERY – THIRD PROJECT

**Product:** IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector  
**Elevation Source:** USGS  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

#### ACCUPLUS IMAGERY – FIRST PROJECT

**Product:** AccuPLUS 3in - CUSTOMER DTM - Per Sector  
**Elevation Source:** Pictometry on File  
**Coverage Area Format:** Shapefile  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

#### ACCUPLUS IMAGERY – SECOND PROJECT

**Product:** AccuPLUS 3in - CUSTOMER DTM - Per Sector  
**Elevation Source:** Pictometry on File  
**Coverage Area Format:** Shapefile  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

#### ACCUPLUS IMAGERY – THIRD PROJECT

**Product:** AccuPLUS 3in - CUSTOMER DTM - Per Sector  
**Elevation Source:** Pictometry on File  
**Coverage Area Format:** Shapefile  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

*Standard Ortho Mosaic Products:* Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

**RapidAccess—Disaster Response Program (DRP)**

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- Hurricane:** areas affected by hurricanes of Category II and higher.
  - Tornado:** areas affected by tornados rated EF4 and higher.
  - Terrorist:** areas affected by damage from terrorist attack.
  - Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
  - Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. **Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. **Online Services – Use of Pictometry Connect Explorer™** – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

**PICTOMETRY DELIVERED CONTENT  
TERMS AND CONDITIONS OF USE**

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

**1. DEFINITIONS**

- 1.1 "Authorized Subdivision" means, if you are a city, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

**2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP**

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
  - (a) install the Delivered Content on Authorized Systems;
  - (b) permit access and use of the Delivered Content through Authorized Systems by:
    - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
    - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
    - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

**3. OBLIGATIONS OF CUSTOMER**

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

**4. LICENSE DURATION; EFFECT OF TERMINATION**

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

**5. TRADEMARKS; CONFIDENTIALITY**

- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any

copies of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

- 5.2 Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

## **6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES**

- 6.1 Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

## **7. MISCELLANEOUS PROVISIONS**

- 7.1 Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

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**[END OF DELIVERED CONTENT TERMS AND CONDITIONS]**

PICTOMETRY SOFTWARE  
LICENSE AGREEMENT

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6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
  - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
  - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
  - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
  - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
  - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

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[END OF SOFTWARE LICENSE AGREEMENT]

## SECTION C

## NON-STANDARD TERMS AND CONDITIONS

1. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Missouri, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Missouri in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

2. Non-appropriation of Funds: Notwithstanding anything herein to the contrary, in the event that the funds due for the Second Project or the Third Project, as defined herein, and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of the project for which funds have not been appropriated;

b. This Agreement shall remain in full force and effect, however commencement of the project for which funds have not been appropriated shall be deemed postponed until such time as funds for such project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and

c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

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[END OF NON-STANDARD TERMS AND CONDITIONS]

**AccuPlus® Premium Ortho-Mosaic**Product Overview:

Seamless ortho-mosaic produced from individual frames and tiled to customer's preferred tiling scheme.

Acquisition:

Flight plans will be prepared to capture image frames with nominal 60% forward overlap and nominal 30% sidelap in order to provide sufficient overlap for automatic aerial triangulation and mitigation of building lean in orthophotography produced. Source imagery will be acquired during times of optimal environmental conditions. Imagery will generally be captured when solar altitude is 30 degrees or greater and/or by using the most optimal four-hour window, except where capture season offers significantly longer window. Imagery will be acquired with ground free of snow cover and deciduous vegetation less than 30% of full bloom. Frames with clouds will be rejected and reflown. Any planned deviation from these conditions imposed by capture window constraints will be discussed with client prior to commencement of acquisition.

Camera:

Pictometry utilizes its USGS certified, custom designed mapping camera incorporating a Kodak sensor and custom designed photogrammetric lenses. The sensor is fully calibrated according to Pictometry's USGS approved calibration process. Pictometry's sensor provides a dynamic range of 12 bits per band, RGB (resampled to 8 bits during processing).

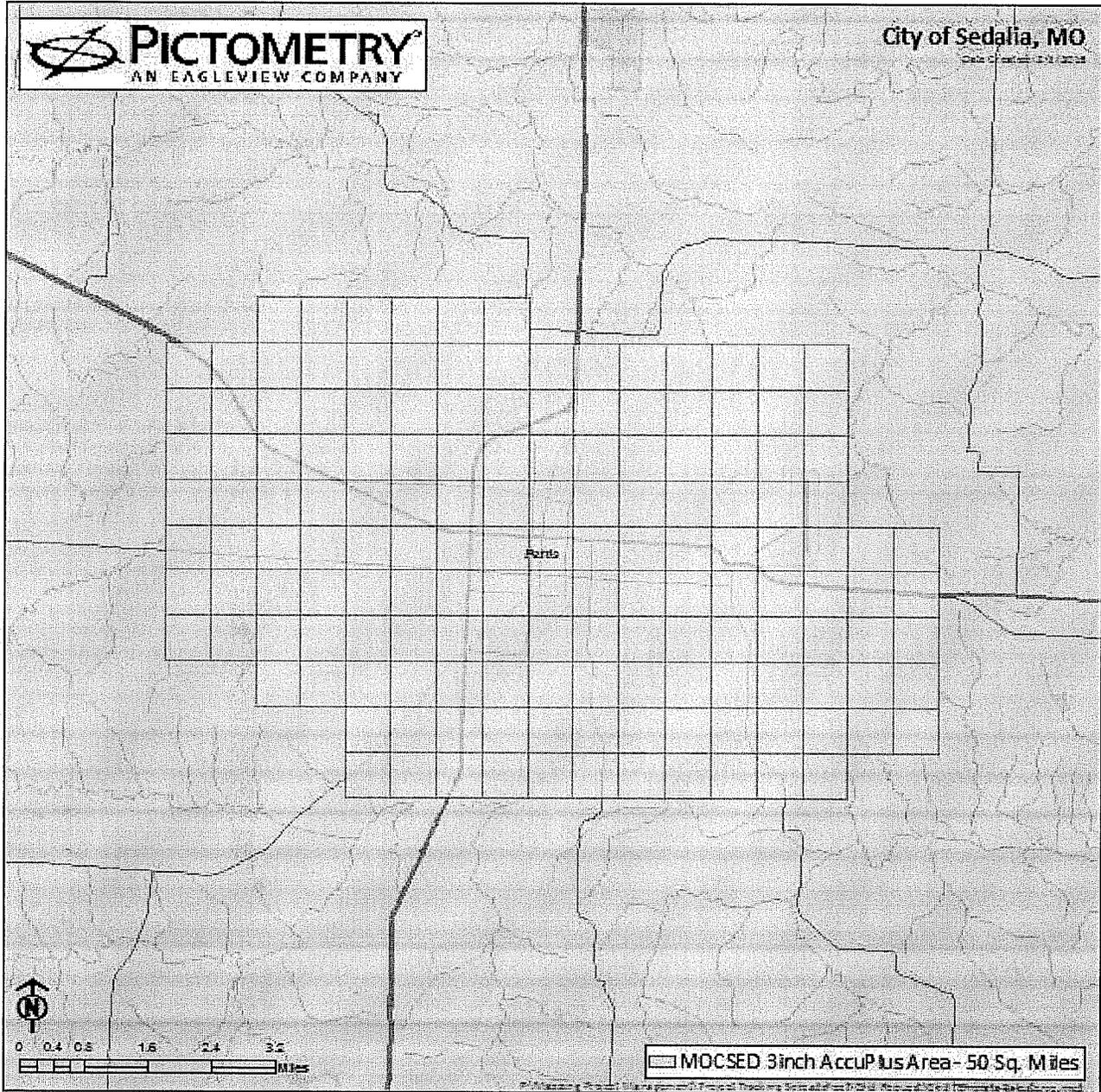
Ortho-Rectification:

Prior to the production of orthophotography, Pictometry will perform automatic aerial triangulation, utilizing the directly observed Exterior Orientations (EOs) and ground control points (GCPs), measured by a licensed surveyor, for the purpose of orienting the individual frames for creation of the final ortho imagery. In addition to the GCPs, sophisticated matching techniques will be employed to automatically create tie points for use in performing a bundle adjustment. Pictometry will utilize best available Digital Terrain Models, combined with the calibrated camera interior orientations, ground control points, and triangulated EOs to rectify the images. When the rectification requires a resampling of the source imagery, a cubic convolution method will be utilized.

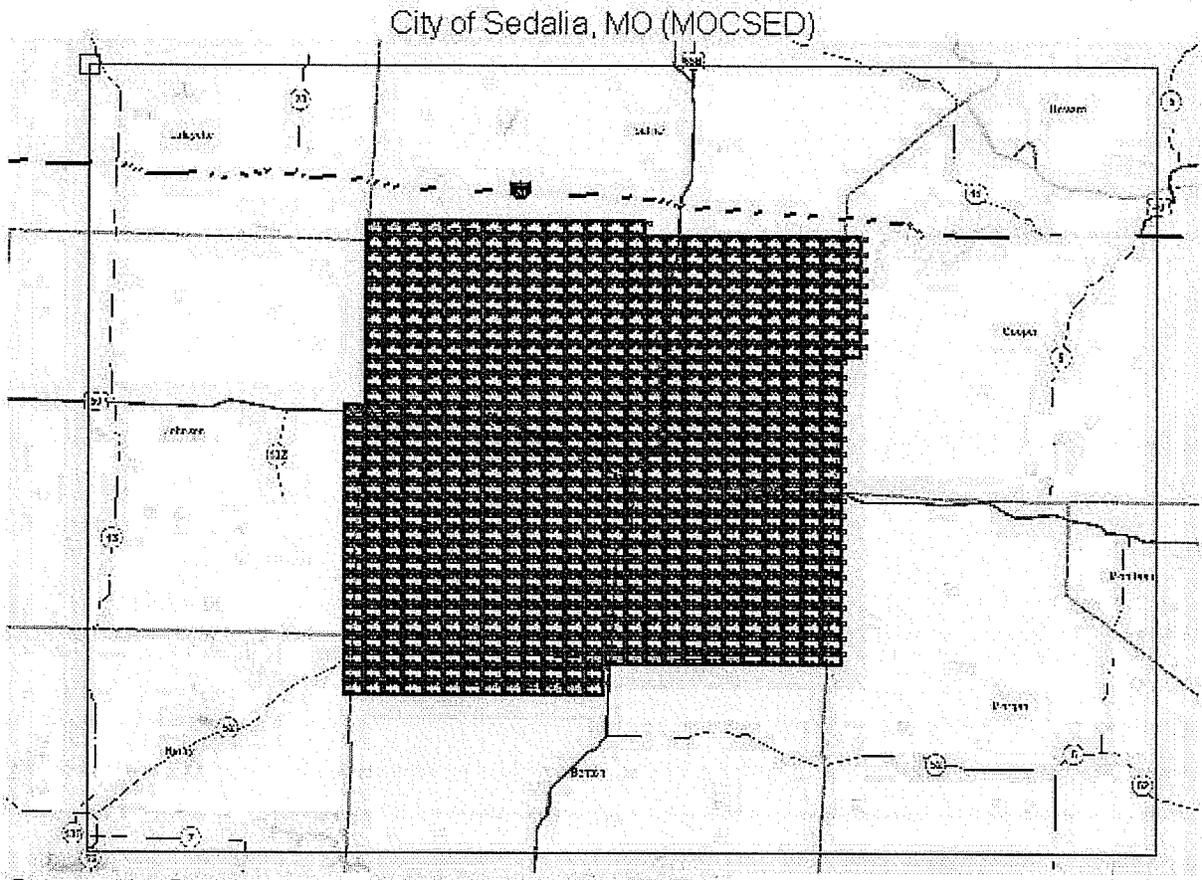
Mosaic:

Global color balancing will be applied to all orthophotos to create homogeneous orthophotos within the project area. Local adjustments of brightness values, color and contrast will be performed if needed. There will be no obvious seam edge between two adjacent orthophotos. Mosaic will be created using automated seamline steering, with manual edits to eliminate feature misalignment caused by seamlines which pass thru features above the elevation surface. Feature alignment across seamlines will be 3 pixels or better. When possible, seamlines will be steered away from elevated features to improve orthophoto quality. Once the mosaic has been produced, the imagery will be tiled and named according to the customer provided (or Pictometry generated) schema for delivery.

SECTOR MAP



**SECTOR MAP**



Community Sectors: 737    Neighborhood Sectors: 0

**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE APPROVING AND ACCEPTING A MASTER SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND JMA INFORMATION TECHNOLOGY, INC. RELATING TO THE PURCHASE OF HARDWARE AND PROFESSIONAL SERVICES FOR THE CITY'S TELEPHONE SYSTEM.**

**WHEREAS**, the City of Sedalia, Missouri has received a proposal to enter into a master services agreement by and between the City of Sedalia, Missouri and JMA Information Technology, Inc.; and

**WHEREAS**, under the proposal, and as consideration therefore, the City of Sedalia, Missouri shall pay JMA Information Technology, Inc. the sum of \$74,420.98 for the purchase of hardware and professional services for the City's telephone system as more fully described in the proposed agreement attached to this ordinance and incorporated by reference herein 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 master services agreement by and between the City of Sedalia, Missouri and JMA Information Technology, Inc. as the agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 16<sup>th</sup> day of February 2016.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 16<sup>th</sup> day of February 2016.

\_\_\_\_\_  
Stephen J. Galliher, Mayor

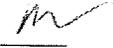
ATTEST:

\_\_\_\_\_  
Arlene Silvey, MPCC  
City Clerk

City of Sedalia  
Information Technology Services  
200 S. Osage, Sedalia, MO 65301

---

To: Gary Edwards, City Administrator

From: Monte Richardson 

Date: 02/10/16

Re: ShoreTel/JMA phone pricing

Sir:

On 12/07/15 Council approved JMA IT as the telephone system provider for the VOIP phone system. Since then Staff has worked with JMA to get more accurate pricing based on options in the RFP, upgrades in software features from ShoreTel, and additional features made available by AT&T.

As outlined in the table below, staff and JMA worked to determine exact costs for the proposal based on information provided by AT&T and ShoreTel, the phone manufacture.

Original RFP Amount	\$67,057.23
Phone Upgrade, adds	\$ 5,537.08
Remote Phone License	\$ 964.50
Other costs	\$ 862.17
Final Quote	\$74,420.98

I'm requesting authorization to purchase hardware and professional services from JMA IT in the amount of \$74,420.98.

Respectfully submitted.

# JMA INFORMATION TECHNOLOGY

quote #006225 prepared for

## City of Sedalia ShoreTel "Desired" 1 Yr Support

CONNECT  
COMMUNICATE  
COLLABORATE



JMA Information Technology  
10000 Bonney Ave. 400  
Overland Park, KS 66217  
www.jma.com  
877.722.6262



Main: 913-722-3252  
 Fax: (913) 432-6667  
 Email: ckarczewski@jmait.com  
 Web: www.jmait.com

ShoreTel "Desired" 1 Yr Support

Quote #006225

**Prepared For**  
 City of Sedalia  
 Monty Richardson  
 200 South Osage  
 Sedalia, MO 65301  
 mrichardson@cityofsedalia.com  
 660.827.3000 X 114

**Prepared By**  
 Cindy Karczewski  
 Phone: 913.553.5830  
 Email: ckarczewski@jmait.com

ShoreTel System "Desired" 1 Year Support

Manufacturer	Part No.	Description	Qty	List Price	Sell Price	Extended Sell
ShoreTel	10496	IP Phone IP480 - Requires ST 14 or later	116	\$299.00	\$160.75	\$18,647.00
ShoreTel	10269	IP Phone Gig Power Adapter 10/100/1000 (North America only)	36	\$22.90	\$21.51	\$774.36
ShoreTel	10384	Start Kit: IP930D DECT Phone (Includes Base, Handset&Charger)	1	\$599.00	\$322.04	\$322.04
ShoreTel	30136	License Bundle, Virtual Phone Capacity 200	1	\$5,000.00	\$2,688.17	\$2,688.17
ShoreTel	30137	License, Virtual SIP Trunk QTY 1	1	\$95.00	\$51.08	\$51.08
ShoreTel	30138	License Bundle, Virtual SIP Trunk QTY 25	1	\$2,125.00	\$1,142.47	\$1,142.47
ShoreTel	30144	License, Virtual Edge Gateway Server	1	\$0.00	\$0.00	\$0.00
ShoreTel	29153	Connect ONSITE Software for Enterprise and SBE 100 customers.	1	\$0.00	\$0.00	\$0.00
ShoreTel	30040	Mailbox-only License	3	\$90.00	\$48.39	\$145.17
ShoreTel	30053	SIP Device License (Allows a SIP device to register with system)	8	\$30.00	\$16.13	\$129.04
ShoreTel	30044	Additional Site License	1	\$495.00	\$266.13	\$266.13
ShoreTel	30147	License Bundle, Essentials ONSITE	117	\$199.00	\$106.99	\$12,517.83
ShoreTel	30148	License Bundle, Standard ONSITE	6	\$299.00	\$160.75	\$964.50
ShoreTel	60152	ShoreTel IP Phone 480/480g/485g Wall Mount Kit	9	\$17.17	\$16.13	\$145.17
ShoreTel	80159	Ingate Smb Siparator 21 with 30 licenses	2	\$995.00	\$748.92	\$1,497.84
OEM	OEM	ATAs for analog and PLANTCML	8	\$90.00	\$53.76	\$430.08
ShoreTel	94111	ShoreTel Partner Support 1 Year - No Phones	1	\$4,128.00	\$3,921.60	\$3,921.60
<b>ShoreTel System "Desired" 1 Year Support Subtotal</b>						<b>\$43,642.48</b>



Main: 913-722-3252  
Fax: (913) 432-6667  
Email: ckarczewski@jmail.com  
Web: www.jmail.com

### Professional Services

Manufacturer	Part No.	Description	Qty	List Price	Sell Price	Extended Sell
JMA IT	JMA PS	JMA IT Professional Services. All work will be done via a mutually agreed upon Statement of Work and Master Services Agreement	1	\$30,778.50	\$30,778.50	\$30,778.50
<b>Professional Services Subtotal</b>						<b>\$30,778.50</b>

### Recap

Description	Amount
ShoreTel System "Desired" 1 Year Support	\$43,642.48
Professional Services	\$30,778.50
<b>Total</b>	<b>\$74,420.98</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. In addition, the following terms and conditions apply:

- 1) Payment is due on a Net 30 basis.
- 2) Unless specified differently, maintenance pricing is on a per year basis.
- 3) Quote does not include sales tax. Any applicable sales tax charges will be included with invoice.
- 4) Quote does not include shipping/handling charges. Any applicable shipping/handling charges will be included with the invoice.
- 5) All returns are subject to JMA's return policy and may be subject to a restocking fee.
- 6) Quote valid for 30 days.
- 7) JMA Professional Services are available under a mutually agreed upon Statement of Work.



# MASTER SERVICES AGREEMENT

This Master Services Agreement ("MSA") is entered into by and between JMA Information Technology, Inc. ("JMA") and "Client" (as defined on the signature page hereto).

1. **Services.** Client seeks to engage JMA to perform certain services (the "Services"), as more fully described in, and pursuant to, one or more Statement of Work ("SOW") to be executed from time-to-time by both parties and attached hereto as Exhibit(s). The initial SOW is attached hereto as Exhibit A. The terms and definitions of this MSA shall apply to all SOWs issued hereunder, exhibits thereto, schedules, or other documents referencing this MSA.
  - a. **Staffing.** Services will be performed by experienced JMA consultants, as specified in the applicable SOW. JMA will control the manner by which Services are performed. If applicable timelines are delayed by Client or if an unscheduled delay occurs during the course of performance of Services that is not attributable to JMA, JMA cannot guarantee staffing or that a specific consultant will continue to be assigned to perform Services. JMA retains the right to subcontract any or all of Services. JMA will not be liable for inability to furnish personnel requested by Client.
  - b. **Deliverables.** JMA will perform Services and provide the deliverables (which may include one or more phases or milestones, or may consist of an agreed number of hours for professional consulting services, each referred to as a "Deliverable") as specifically set forth in the applicable SOW. Both JMA and Client will assign a single point of contact to facilitate communication between the parties and each will notify the other party in writing of any change in a point of contact. Acceptance testing for any Deliverable shall be pursuant to the criteria set forth in the applicable SOW.
  - c. **Support and Maintenance.** Any on-going support and maintenance of a Deliverable shall be provided as set forth in the applicable SOW.
  - d. **Scope.** Subject to the terms and conditions of this MSA, JMA will provide Client, either directly or in conjunction with such subcontractors as JMA may select, the equipment, software, installation services, maintenance, and professional services as described in any SOW. Generally, JMA provides: (i) equipment sale and installation services, under which JMA provides and, if applicable, installs equipment as set forth in the SOW; (ii) maintenance services, as set forth in the SOW; and (iii) professional services, as set forth in the SOW.
  - e. **Change in Scope of Services.** Any change to the scope of Services of a SOW must be agreed to in writing by the parties pursuant to a Change of Scope Request, a form of which is attached hereto as Exhibit B. JMA shall have no obligation to perform Services in connection with any change to the scope of Services until the effects of such change in the applicable fees and delivery schedule have been confirmed and set forth on an executed Change of Scope Request.
  - f. **Client's Responsibilities.** JMA's performance of Services is dependent upon Client's timely and effective performance of its responsibilities hereunder. Client will undertake its responsibilities outlined in any applicable SOW diligently and in good faith. For Services to be performed at Client's locations, Client shall provide all necessary computer hardware, software, requisite communications connectivity resources, including Internet connectivity, network system and user documentation, office space, telephone service, administrative services, and supplies for JMA's onsite personnel. Client shall be responsible for making the premises where onsite services are performed safe and secure for JMA personnel. For Services to be performed at a facility not owned or controlled by Client, Client will make commercially reasonable efforts to coordinate the delivery of the preceding Client responsibilities with the owner or controlling agent of the facility on JMA's behalf. JMA will comply with reasonable workplace rules that are furnished to it in advance of commencement of onsite Services. In addition, Client shall provide any other data and resources specified in the applicable SOW. Client is responsible for the proper implementation of Services and any Deliverables in Client's IT environment. Tasks that are primarily the responsibility of Client's personnel will remain Client's responsibility, even if JMA assists Client in performing such tasks. JMA may rely on all Client decisions and Client approvals conveyed to JMA pertaining to the furnishing of Services.
  - g. **Client Delays.** JMA's timely performance of Services under a SOW is directly dependent upon Client's timely performance of its tasks and responsibilities under a SOW. Consequently, if Client does not timely and properly complete its tasks or responsibilities under a SOW or if Client requests JMA to delay the performance of its Services under a SOW, such action may result in a delay in or increase in the cost of (as determined by JMA in its sole discretion) JMA's performance of Services.
  - h. **Independent Contractors.** The parties are independent contractors, and nothing herein shall be deemed to cause or result in the formation of an agency, joint venture, or partnership relationship between the parties hereto, or to create or establish the relationship of employer and employee between the Client and JMA or any employee or agent of JMA. Neither party has the authority to bind the other in any respect whatsoever.
2. **Compensation for Services.** Unless otherwise specifically stated in the applicable SOW, Client shall pay JMA on a time and material basis for Services at the rates specified in the SOW. Client shall make payments to JMA for Services in accordance with amounts and rates set forth in the applicable SOW. If Client requests JMA to perform Services outside of its standard business hours or on holidays, JMA reserves the right to charge additional service fees. Fees for Services will be billed and invoiced as incurred, but not more frequently than bi-weekly. All hardware and software shall be invoiced upon shipment, including applicable taxes and shipping costs. Payment will be due within thirty (30) days of invoice. Upon issuance of a new SOW, JMA may, in its sole discretion, make rate adjustments.
  - a. **Payment.** Payment is due upon Client's receipt of a JMA invoice, and is considered late if not received by JMA within thirty (30) days after the invoice date. Unless otherwise specified in the applicable SOW, all amounts invoiced shall be fully earned as of the invoice date and shall not be subject to the final delivery of any Deliverable, offset, holdback, acceptance, or other contingency.
  - b. **Taxes.** All fees are exclusive of all federal, state, municipal, or other government: excise, sales, use, occupational, or like taxes. Client shall be responsible for and shall pay all such taxes, excluding only taxes based solely on JMA's net income. Fees are subject to an increase equal in amount to any tax that JMA may be required to collect or pay as a result of Services provided hereunder (other than taxes based solely on JMA's net income). If Client has, or obtains, a certificate of exemption or similar document that exempts a sale or license from the assessment of said taxes, and Client presents a copy of the certificate to JMA, JMA will act in accordance with that certificate.
  - c. **Late Fees and Payment Applications.** Any fees remaining unpaid after thirty (30) days shall accrue a late charge at a rate of the lesser of (i) 1.5% per month or (ii) the highest rate allowed by law. If Client pays a lesser amount than the amount due under this MSA, JMA reserves the right to apply the payment to the earliest amount due. No endorsement or statement on or accompanying any check or payment will be deemed an accord and satisfaction and JMA may accept the check or payment without prejudice to JMA's right to recover the balance due or pursue any other remedy permitted under

this MSA. If collection procedures are required, Client will pay all expenses of collection and all reasonable attorneys' fees and costs incurred by JMA in connection with such collection proceeding, regardless of whether or not a suit is filed. Failure of Client to make any payment of any fees when due shall be deemed a material breach of this MSA and shall be sufficient cause for the immediate termination of Services.

d. *Reimbursable Travel Expenses.* If JMA travels to perform Services for Client, Client will reimburse JMA for reasonable travel and living expenses in accordance with JMA's Travel Expense Reimbursement Policy, a copy of which is attached to this MSA as Exhibit C and which may be amended from time to time by JMA.

e. *Purchase Orders.* The parties acknowledge that a Client purchase order or similar document is intended solely to evidence Client's intention to purchase equipment, software, or services set forth therein. Except with respect to a provision in a Client purchase order or similar document evidencing an intent to be bound by the terms and conditions of an agreement between Client and JMA, the terms and conditions of such Client purchase order or similar document shall be disregarded, of no force or effect, and the terms of this MSA shall govern. If the parties modify the terms of this MSA, any such modification must comply with the requirements of Section 9.m.

3. **Proprietary Rights.** It is JMA's policy continuously to improve its products and services. Any Deliverable and any improvements to JMA's products including, without limitation, software programs, tools, source and object code, specifications, work product, designs, processes, techniques, concepts, improvements, discoveries, and ideas furnished or produced by JMA in the performance of Services ("JMA Material") shall not be considered works made for hire.

a. *JMA's Material.* All right, title, and interest in the JMA Material shall remain or become the sole and exclusive property of JMA, including all copyright, patent, trade secret, trademark, and other intellectual property rights therein. Client, however, will receive a perpetual, nonexclusive, non-transferable, royalty-free license, without the right to sublicense, to use such JMA Material in connection with its use of the Deliverables or a JMA-furnished product.

b. *Client's Material.* As between Client and JMA, all right, title, and interest in and to any program, system, process, methodology, data, and material furnished by Client to JMA pursuant to this MSA ("Client's Material") is, and shall remain, the property of Client.

c. *Non-Exclusivity.* Nothing herein shall preclude JMA from providing, and Client hereby agrees and acknowledges that JMA shall be permitted to provide, the same or similar professional or other services to other clients on a non-exclusive basis.

4. **Confidentiality.**

a. *Nondisclosure of JMA's Proprietary Information.* Except as expressly permitted under this MSA, Client will not use or disclose any: (i) trade secrets or other confidential information associated with the Deliverables; (ii) information relating to JMA's products information and data, including JMA's Materials, software (in source and object code forms), names and expertise of employees, know-how, and other technical information; (iii) financial data, Services or prospective services, pricing, other client or prospective client information, product development plans, research, processes, techniques, forecasts, strategies, and other information relating to JMA's business activities or operations or those of its clients or vendors and the like; and/or (iv) information, if furnished or disclosed in tangible form, is conspicuously identified as "confidential," "secret," or "proprietary" or with a designation of similar meaning or, if furnished or disclosed in an intangible form (such as verbally) is identified at the time of disclosure as confidential and is followed-up,

within ten (10) days of the disclosure, with a written memorandum describing the time, place, and circumstances of the disclosure and identifying the information so-disclosed (collectively, "JMA's Proprietary Information").

Client shall use commercially reasonable efforts, which shall be no less stringent than those efforts that Client uses to protect its own technology, software, or other similar proprietary property (but, in no event, less stringent than the efforts generally accepted as reasonable in the software and technology industry), to prevent the disclosure or use of JMA's Proprietary Information and the Deliverables in any manner that would violate this MSA. The foregoing restrictions, as set forth in this Section 4.a, shall not apply to the extent that Client can demonstrate that any such item: (i) is generally available for use and disclosure by the public without any license or charge; (ii) is otherwise disclosed by JMA or a third party without breach of a confidentiality obligation; (iii) is independently developed by Client without reference to the Deliverables or any of JMA's Proprietary Information; or (iv) is required to be disclosed by Client by law or any governmental authority, provided that Client shall notify JMA as soon as reasonably possible of any such compelled disclosure and give JMA the opportunity to defend against such disclosure or obtain a protective order in connection therewith.

b. *Nondisclosure of Client's Proprietary Information.* JMA acknowledges that while performing Services under this MSA it may have access to trade secrets and confidential information owned by Client, including Client's materials, products, planned products, service or planned service, vendors, other clients or prospective clients, data, financial information, computer software, processes, or other information relating to Client's business activities or operations or those of its customers or vendors. Such information, provided that, if furnished or disclosed in tangible form, is conspicuously identified as "confidential," "secret," or "proprietary" or with a designation of similar meaning or, if furnished or disclosed in an intangible form (such as verbally), is identified at the time of disclosure as confidential and is followed-up, within ten (10) days of the disclosure, with a written memorandum describing the time, place, and circumstances of the disclosure and identifying the information so-disclosed, shall be considered to be "Client's Proprietary Information." Except as permitted under this MSA, JMA will use commercially reasonable efforts not to use (except as reasonably required to perform the Services) or disclose Client's Proprietary Information. JMA will use commercially reasonable efforts to keep Client's Proprietary Information confidential, and, except as authorized by Client in writing, JMA may only use Client's Proprietary Information to perform Services required under this MSA and may only make copies as necessary for performing its obligations under this MSA. Upon completion of the applicable Services or upon termination of this MSA, JMA will return, at the written request of Client, all documents and other materials in its control that contain or relate to Client's Proprietary Information. The foregoing restrictions, as set forth in this Section 4.b, shall not apply to the extent that JMA can demonstrate that any such item: (i) was rightfully known to JMA prior to negotiations leading to this MSA; (ii) is independently developed by JMA without any reliance on any Client Proprietary Information; or (iii) is or later becomes part of the public domain or is lawfully obtained by JMA from a third party. Notwithstanding anything to the contrary herein, any and all general knowledge, processes, and methodology acquired or used by JMA related to Services or any Deliverable may be used by JMA in JMA's products and for JMA's clients generally, without restriction. Neither party shall be limited on their right to use the intangible ideas, concepts, processes, techniques, expertise, and know-how of a technical nature retained in the unaided memory of their respective personnel resulting from performance under this MSA. For the purposes of this MSA, a person's memory is unaided if the person has not intentionally memorized such information for the purposes of retaining and subsequently using or disclosing it.



- c. *Equitable Relief.* The parties acknowledge and agree that there is no adequate remedy at law for a breach of this Section 4, that such a breach would irreparably harm the parties, and that the parties shall, in the event of such a breach, be entitled to equitable relief, including, without limitation, injunctive relief, without the posting of any bond, in addition to any other remedies.
5. **WARRANTY.** JMA WARRANTS THAT SERVICES WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE, JMA MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY SERVICES OR DELIVERABLES, INCLUDING BUT NOT LIMITED TO: ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT, AND ANY WARRANTY RELATING TO THIRD-PARTY PRODUCTS OR SERVICES.
6. **Indemnification.**
- a. *JMA's Indemnification.* JMA shall indemnify, defend, or at its option settle, and hold Client harmless from and against any claims, suits, actions, or proceedings ("Claim") against Client based upon the infringement or alleged infringement, or violation or alleged violation, of (i) any United States patent or (ii) any copyright or trademark of a third party that is enforceable in the United States, as a result of Client's use of any Deliverable within the United States, as permitted hereunder, and provided that: (1) Client promptly notifies JMA in writing of such Claim; (2) JMA has sole control over the defense or settlement of the Claim; and (3) Client cooperates fully in the defense or settlement of the Claim. Should any Deliverable developed by JMA hereunder become the subject of any such Claim, JMA may, at its expense and option, do one or more of the following: (i) procure for Client the right to continue to use the alleged infringing items; (ii) replace or modify the alleged infringing items to make them non-infringing, provided that such replacement or modification does not materially adversely affect Client's use of such items; or (iii) refund to Client the fee(s) paid for the Deliverable, less depreciation to be calculated on a straight-line basis over a 5-year life, upon return of the Deliverable to JMA. No undertaking of JMA under this Section 6 shall extend to any alleged infringement or violation to the extent that such alleged infringement or violation: (i) relates to uses of the Deliverable in combination with other products furnished either by JMA or others, which combination was not approved by JMA in writing; (ii) relates to modifications to the Deliverable made by someone other than JMA or JMA's authorized agents; (iii) relates to Client's other information, materials, data, or other items provided by Client; or (iv) relates to use of the Deliverable in a manner for which the Deliverable was not reasonably intended. In the foregoing cases (i) through (iv), Client will defend, indemnify, and save JMA harmless with respect to such claims, subject to the same terms stated in this Section 6. The rights and remedies provided in this Section 6 are the sole and exclusive remedies of the parties with respect to any infringement or alleged infringement of a third party's intellectual property rights.
- b. *Client Indemnification.* Client shall indemnify, defend, or at its option settle, and hold JMA harmless from and against any Claims against JMA based upon the infringement or alleged infringement, or violation or alleged violation, that any Client materials or text or content requested, specified, or provided by Client ("Client Content") for use in conjunction with Services or incorporated into any Deliverable violates any applicable regulation or proprietary or intellectual property or other right of any third party, and provided that: (i) JMA promptly notifies Client in writing of such Claim; (ii) Client has sole control over the defense or settlement of the Claim; and (iii) JMA cooperates fully in the defense or settlement of the Claim.
7. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL JMA BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS) ARISING IN ANY WAY OUT OF THIS MSA UNDER ANY CAUSE OF ACTION, WHETHER OR NOT JMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. JMA'S LIABILITY HEREUNDER FOR ANY TYPE OF DAMAGES WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE GREATER OF (A) THE MAXIMUM AMOUNT OF AVAILABLE INSURANCE COVERAGE OWNED AND IN EFFECT BY JMA OR (B) THE TOTAL FEES PAID BY CLIENT PURSUANT TO THE APPLICABLE SOW.
8. **Term and Termination.** This MSA shall terminate upon the later of the termination or expiration of the last SOW. Either party may terminate this MSA or any SOW issued hereunder upon thirty (30) days' prior written notice; *provided, however* that any such notice by Client shall not affect the minimum duration of assignment of JMA under this MSA or completion of hardware and software project shipping and implementation.
- a. *Effect of Termination.* Upon termination of this MSA and upon request, each party shall promptly return the other party's Proprietary Information, data, programs, and other materials held by it in connection with the performance of this MSA. Termination of this MSA shall not affect any rights and obligations, which shall have accrued prior to the effective date of the termination. If this MSA or a SOW is terminated by Client pursuant to this Section 8, JMA shall have no further responsibility under this MSA or the applicable SOW and Client shall promptly pay JMA: for all equipment and services provided up to the date of termination or cancellation, as applicable, and for all expenses incurred up to the date of termination or cancellation, as applicable, including but not limited to the costs of terminating purchase orders, return of equipment and software, removal of equipment and software and other contractual obligations made by JMA to meet its obligations under this MSA or the applicable SOW, plus any and all applicable restocking fees for equipment cancelled or returned.
- b. *Survival.* Notwithstanding the termination of this MSA, Sections: 2 (Compensation for Services), 3 (Proprietary Rights), 4 (Confidentiality), 5 (Warranty), 6 (Indemnification), 7 (Limitation of Liability), 8 (Term and Termination), and 9 (General Terms) shall survive.
9. **General Terms.**
- a. *Notice.* Any notice, report, approval, or consent required or permitted shall be in writing and deemed duly given, if delivered: (i) personally by hand or by a nationally recognized overnight courier service, when delivered to the addresses specified on the signature page to this MSA; (ii) by United States certified or registered first class mail when delivered at the address specified on the signature page to this MSA on the date appearing on the return receipt therefor; (iii) by fax, when such fax is transmitted to the fax number specified on the signature page to this MSA; or (iv) by e-mail when such e-mail is transmitted to the e-mail address specified on this signature page to this MSA.
- b. *Entire Agreement.* This MSA contains the entire agreement between the parties and supersedes all previous agreements, whether oral or written, and all negotiations, understandings, conversations, or discussions between the parties related to this MSA and cannot be altered or changed unless agreed to, in writing, by both parties.
- c. *Severability.* If any provision of this MSA is held to be invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
- d. *Force Majeure.* Neither party shall be liable to the other for any failure or delay caused by events beyond that party's reasonable control, including, without limitation, the other party's or a third party's failure to furnish necessary information; sabotage; failure or delays in

transportation or communication; failures or substitutions of equipment; strikes; riots; labor disputes; accidents; acts of God; shortages of labor, fuel, raw materials, or equipment; or technical failures.

- e. *Non-Solicitation of Employees.* Client acknowledges that JMA provides a valuable service by identifying and assigning qualified personnel to perform Services. Client further acknowledges that Client would receive substantial additional value, and JMA would be deprived of the benefits of its work force, if Client were to hire or engage JMA's personnel or contractors after they have been introduced to Client by JMA. Accordingly, without the prior written consent of JMA, Client will not, for a period of two (2) years following termination hereof, solicit, cause to be solicited, or hire or engage the services of any person employed or retained by JMA to perform Services pursuant to this MSA.
- f. *Assignment.* This MSA may not be assigned by Client without the prior written consent of JMA, and such consent shall not be unreasonably withheld.
- g. *Governing Law and Jurisdiction.* This MSA shall be governed and construed in all respects in accordance with the laws of the state of Kansas, without regard to its conflicts of law principles, and all legal actions based on this MSA shall be brought in a court of competent jurisdiction in Johnson County, Kansas. The parties will submit to the exclusive jurisdiction of the courts within the state of Kansas. No action arising out of the delivery or use of any Deliverable may be brought by any party more than two (2) years after the acceptance of such Deliverable.

- h. *Insurance.* Each party shall keep in force during the term of this MSA liability insurance with respect to its respective operations. The limits of such policy shall not be less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. Such insurance shall cover the actions of each party's employees while on the premises of the other party.
- i. *Waiver.* Non-enforcement of any provision hereof shall not operate as a waiver of enforcement of the same or any other provision in the future.
- j. *Counterparts.* This MSA may be executed in counterparts, each of which shall be deemed an original, but all of such counterparts shall together constitute one and the same instrument.
- k. *Contra Proferentem and Representation by Counsel.* The parties hereby represent that: (i) they have been represented by competent counsel of their choice, or have had the opportunity to engage such counsel, in the negotiation and execution of this MSA; (ii) they have read and fully understand the terms hereof; and (iii) the parties and their counsel have been afforded an opportunity to review, negotiate, and modify the terms of this MSA and they intend to be bound hereby. In accordance with the foregoing, the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this MSA.
- l. *Conflicts.* Except where specifically noted, the terms and conditions set forth in this MSA supersede all other agreements between the parties; *provided, however* that the terms and conditions of any SOW issued hereunder shall supersede the terms of this MSA.
- m. *Amendments.* This MSA may not be amended, nor any of its provisions waived, without the written consent of both parties. To be effective, any such amendment must be attached to this MSA.

IN WITNESS WHEREOF, the parties hereto have signed this MSA intending it to be effective as of \_\_\_\_\_, 20\_\_\_\_\_.

**JMA Information Technology, Inc.**

**Client:** \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**JMA Contact Information**

Address	Phone	Fax	E-mail
10551 Barkley, #400 Overland Park, Kansas 66212	(913) 722-3252	(913) 432-6667	

**Client Contact Information**

Address	Phone	Fax	E-mail



**EXHIBIT A**

**STATEMENT OF WORK**

Task Name/Description: \_\_\_\_\_

Work Order Number \_\_\_\_\_

Date \_\_\_\_\_

Agreement Number \_\_\_\_\_

**SECTION 1 - STATEMENT OF WORK & RATES**

Consultant: \_\_\_\_\_

Assignment: \_\_\_\_\_

Term: \_\_\_\_\_

Rate: \_\_\_\_\_

Assignment Start Date: \_\_\_\_\_

**SECTION 2 - APPROVED CHARGES AND OTHER COSTS**

**ACCEPTANCE/AUTHORIZATION**

<b>JMA Information Technology, Inc.</b>	<b>Client:</b> _____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____
Date: _____	Date: _____

**EXHIBIT B**

**Change of Scope Request**

This Change of Scope Request ("Change Request") is governed by the terms and conditions of the Master Services Agreement ("MSA") between JMA Information Technology, Inc. ("JMA") and \_\_\_\_\_ ("Client"), dated and effective \_\_\_\_\_ and the SOW issued thereunder and effective \_\_\_\_\_. This Change Request shall describe the nature of the requested changes to the SOW. JMA understands that the undersigned has the authority to accept and approve Services and any modifications to any schedule on behalf of Client. The terms and definitions of the MSA shall apply to the SOW, this Change Request, and any exhibits or schedules hereto.

**Requested By:** \_\_\_\_\_

**Date of Request:** \_\_\_\_\_

**Impacts:** {attach additional sheet(s) as necessary}

Technical:

\_\_\_\_\_

Implementation:

\_\_\_\_\_

Resources:

\_\_\_\_\_

Schedule:

\_\_\_\_\_

Cost:

\_\_\_\_\_

**JMA Information Technology, Inc.**

**Client:** \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT C

## Travel Expense Reimbursement Policy

This Policy was Last Revised: February 16, 2011

1. **Airfare.** Client will reimburse JMA for the cost of normal and customary airfare for travel to Client's location(s). Client will pre-approve all travel expenses that require air transportation.
2. **Auto Travel.**
  - a. Round-trip automobile travel time to locations within a 75 mile radius of any JMA office will be billed one half hour at the applicable services rate using MapQuest to establish distance: <http://www.mapquest.com>.
  - b. Round-trip automobile travel time to locations beyond a 75 mile radius of any JMA office will be billed for actual travel time at the applicable services rate using MapQuest to establish distance: <http://www.mapquest.com>.
  - c. If JMA personnel use a personal automobile for travel to Client's locations beyond a 75 mile radius of any JMA office, Client will reimburse JMA at a rate per mile equivalent to the United States Internal Revenue Service ("IRS") mileage allowance rate. The most direct, practical route will be used for billing as established by MapQuest: <http://www.mapquest.com>.
3. **Travel Time.** For JMA personnel's out of state travel time, Client will pay, at such JMA personnel's applicable hourly billable rate, for the number of hours of one-way travel to Client's facilities.
4. **Local Transportation.** Client will reimburse JMA for local transportation expenses, such as auto rentals, taxis, buses, light rail, tolls, and parking fees. For auto rentals, JMA will rent intermediate size automobiles at the lowest possible rate from a national car rental agency.
5. **Lodging.** Client will reimburse JMA for lodging charges, which will be commensurate with the average seasonal rates charged in the immediate area for three-star hotels or four-star hotels if JMA has a corporate agreement that allows for rates equivalent to a three-star hotel. If Client has a corporate agreement that allows for rates equivalent to a three-star hotel, JMA personnel, with Client's assistance, will book accommodations at such hotel and rate.
6. **Meals.** Client will reimburse JMA for actual meal expenses or pay JMA's per diem fee, which is consistent with the U.S. General Services Administration Domestic per diem fee schedule (located at <http://policyworks.gov/org/main/mt/homepage/mtt/perdiem/travel.htm>).
7. **Miscellaneous.** Client will reimburse JMA for necessary business telephone calls made on Client's behalf, a reasonable "safe arrival" and a "departure plan" call, reasonable tipping, reasonable valet and laundry charges, and other reasonable travel expenses approved by Client in advance.
8. **Non-Reimbursable Expenses.** Client will not be required to reimburse JMA for personal expenses such as hotel shop purchases, in-room movies, and sundry items. Client will not be required to reimburse JMA for any charges associated with personal side trips.
9. **Receipts.** To support travel expense items on invoices, JMA will retain receipts for lodging, airline travel, rental cars, and all other non per diem expenditures of an amount that would require a receipt under IRS guidelines. JMA will make a copy of these receipts available to Client upon request.
10. **Cancellations and Rescheduling.** If Client cancels or reschedules a trip after JMA has booked airline, car, or hotel reservations, JMA will attempt to cancel the reservations without incurring a penalty. Client will reimburse JMA for charges it is unable to avoid, including cancellation and rescheduling charges.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI APPROVING AND ACCEPTING A THIRD ADDENDUM TO THE LEASE AND OPERATIONS AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND SIERRA BULLETS, L.P.**

**WHEREAS**, the City of Sedalia, Missouri, and Sierra Bullets, L.P., entered into an original lease and operations agreement on July 9, 1990; and

**WHEREAS**, said agreement was amended on March 16, 1992 and April 19, 1993, and there is now a need to amend the original agreement for a subsequent third time as attached to this resolution as Exhibit A and incorporated by reference herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI, AS FOLLOWS:**

**Section 1.** The Council of the City of Sedalia, Missouri hereby approves and accepts the amendment to the lease and operations agreement by and between the City of Sedalia, Missouri and Sierra Bullets, L.P.

**Section 2.** The City Administrator is authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri on the agreement.

**Section 3.** This resolution shall take effect and be in full force and effect from and after its passage and approval.

Passed by the Council of the City of Sedalia, Missouri this 16<sup>th</sup> day of February, 2016.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this this 16<sup>th</sup> day of February, 2016.

\_\_\_\_\_  
Stephen J. Galliher, Mayor

ATTEST:

\_\_\_\_\_  
Arlene Silvey, MPCC  
City Clerk

To: Gary Edwards  
From: Ellen Cross  
Date: February 9, 2016  
Subject: Sierra Bullets Lease and Operations Agreement Addendum

The City of Sedalia entered into an agreement with Sierra Bullets for the lease and operations of their pretreatment facility in 1990. The lease agreement has a renewal date of March 2016.

Sierra Bullets, LLC requested minor changes be made to the agreement. The changes are reflected in the attached addendum and have been reviewed and approved by City staff.

I would like to request the changes be accepted.

Thank you.

A handwritten signature in cursive script that reads "Ellen Cross". The signature is written in black ink and is positioned below the typed name "Ellen Cross".

**THIRD ADDENDUM TO CITY OF SEDALIA, MISSOURI –SIERRA BULLETS, L.P.  
LEASE AND OPERATIONS AGREEMENT  
Dated February 16, 2016**

This addendum amends the original agreement entered into as of July 9, 1990 between Sierra Bullets, L.P., a California limited partnership (“Sierra Bullets”) and the City of Sedalia, Missouri (“City”), and also amends the subsequent two amendments to the original agreement dated agreement March 16, 1992 and April 19, 1993, respectively and is effective as of February 16, 2016.

The amendments are as follows:

1. Introduction and signature line of the July 9, 1990 agreement is amended by changing the following:

Sierra Bullets has changed from a Limited Partnership (L.P.) to a Limited Liability Company (L.L.C.)

2. Section 6.03 of the July 9, 1990 agreement is amended by deleting the following:

a. “...Exhibit “D”.”

And substituting the following in place of said phrases:

“...Sierra Bullet’s City of Sedalia, Missouri Industrial Wastewater Discharge Permit No. 0412 that is subject to comply with new permits, laws, ordinances, regulations and statutes.”

b. “...Exhibit “C”.”

And substituting the following in place of said phrases:

“...Sierra Bullet’s City of Sedalia, Missouri Industrial Wastewater Discharge Permit No. 0412 that is subject to comply with new permits, laws, ordinances, regulations and statutes.”

3. Section 6.03 of the July 9, 1990 agreement is amended by changing the following sentence:

“Sierra Bullets shall cause the Pretreatment Facility’s effluent flow meter to be calibrated at least once yearly with calibration results sent to the City.”

4. Section 9.02 of the July 9, 1990 agreement is amended by deleting the following:

“...on Exhibit “F”.”

And substituting the following in place of said phrases;

“...in Ordinance no. 10363 or as amended.”

The balance of the July 9, 1990 agreement, as amended in March 16, 1992 and April 19, 1993, is hereby ratified and confirmed.

This third addendum is executed in duplicate.

Dated this \_\_\_\_\_ day of February, 2016.

City of Sedalia, Missouri by \_\_\_\_\_  
Gary Edwards, City Administrator

ATTEST:

\_\_\_\_\_  
Arlene Silvey, MRCC City Clerk

Sierra Bullets, LLC by \_\_\_\_\_  
Patrick Daly, President

City of Sedalia  
Department Bills 2-16-2016

Vendor Name	Invoice Number	Amount
All Makes Machine Inc	A1033	\$ 196.41
Alliance Water Resources Inc	6780	\$ 23,455.84
Al's Portable Welding	4884	\$ 311.87
Al's Portable Welding	4963	\$ 65.00
American Test Center	2160289	\$ 1,180.00
American Trailer & Storage	140286-0004	\$ 28.00
Ascent Aviation Group, Inc.	M158079	\$ 46.00
Ascent Aviation Group, Inc.	M158819	\$ 8.39
AT & T	0216	\$ 9,493.70
AT & T	0216B	\$ 117.56
Baker Equipment Company	116-13	\$ 503.99
BankCard Services	0216-DeGonia	\$ 32.97
BankCard Services	0216-Edwards	\$ 198.15
BankCard Services	0216-Evans	\$ 46.40
BankCard Services	0216-Gallihier	\$ 39.00
BankCard Services	0216-Hewett	\$ 2,638.33
BankCard Services	0216-Hunter	\$ 117.21
BankCard Services	0216-Rice	\$ 106.00
BankCard Services	0216-Richardson	\$ 303.92
BankCard Services	0216-Shaw	\$ 55.94
BankCard Services	0216-Tyler	\$ 1,438.75
BankCard Services	0216-Ward	\$ 260.02
BankCard Services	0216-Wirt	\$ 399.64
BankCard Services	0216-Woolery	\$ 50.00
Barco Municipal Products Inc.	218578	\$ 840.00
Barco Municipal Products Inc.	218585	\$ 857.60
Barco Municipal Products Inc.	218688	\$ 857.60
Barco Municipal Products Inc.	218752	\$ 768.00
Benitz Service Co	41671	\$ 53.79
Bings West	336	\$ 19.93
Boone Quarries	214379	\$ 2,017.75
Brownfield Oil Co Inc	140231	\$ 8,657.16
Bryant Motor Co	132301	\$ 308.20
Bryant Motor Co	132302	\$ 699.50
Bublitz Machinery Co	T56850	\$ 111.65
Bublitz Machinery Co	T56851	\$ 120.73
CDW Government Inc.	BWP6828	\$ 73.62
Central Communications Inc	378602	\$ 950.00
Central Missouri Electric Coop Inc	0216-14	\$ 132.33
Central Missouri Electric Coop Inc	0216-61	\$ 10,400.55
Centro Print Solutions	208351	\$ 208.12
Certified Repair Service, LLC	2016-46	\$ 27.02
Champion Brands LLC	494355	\$ 1,263.20
Charter Communications	0216-12C	\$ 130.00
Cintas Corp #379	379212877	\$ 821.76
Cintas Corp #379	379213870	\$ 826.76
Cintas Corp #379	379214880	\$ 829.70
Cintas Corp #379	379215903	\$ 809.66
Cintas Corp #379	379216905	\$ 810.50

**City of Sedalia  
Department Bills 2-16-2016**

Vendor Name	Invoice Number	Amount
Cintas Corporation	5004354282	\$ 42.85
Cintas Corporation	0D65560467	\$ 251.00
City Safe & Lock Service	074029	\$ 8.75
City Safe & Lock Service	074092	\$ 53.85
Clark's Tool & Equipment	171150	\$ 42.10
Consolidated Electrical Distributors Inc.	8075-504806	\$ 16.22
Consolidated Electrical Distributors Inc.	8075-504991	\$ 56.62
Craig Plumbing	79335	\$ 358.00
Crow-Burlingame Co	00720091268	\$ 4.75
Crow-Burlingame Co	00720091270	\$ 44.21
Crow-Burlingame Co	00720091285	\$ 11.62
Crow-Burlingame Co	00720091292	\$ 5.01
Crow-Burlingame Co	00720091324	\$ 19.48
Crow-Burlingame Co	00720091327	\$ 15.00
Crow-Burlingame Co	00720091330	\$ 18.17
Crow-Burlingame Co	00720091357	\$ 151.85
Crow-Burlingame Co	00720091365	\$ 35.71
Crow-Burlingame Co	00720091366	\$ 41.78
Crow-Burlingame Co	00720091373	\$ 27.52
Crow-Burlingame Co	00720091378	\$ 6.84
Crow-Burlingame Co	00720091431	\$ 621.39
Crow-Burlingame Co	00720091479	\$ 367.34
Crow-Burlingame Co	00720091548	\$ 12.98
Crow-Burlingame Co	00720091549	\$ 64.43
Crow-Burlingame Co	00720091554	\$ 7.60
Crow-Burlingame Co	00720091561	\$ 105.54
Crow-Burlingame Co	00720091569	\$ 11.49
Crow-Burlingame Co	00720091597	\$ 195.91
Crow-Burlingame Co	00720091612	\$ 53.00
Crow-Burlingame Co	00720091620	\$ 7.32
Crow-Burlingame Co	00720091626	\$ 42.42
Crow-Burlingame Co	00720091660	\$ 11.67
Crow-Burlingame Co	00720091745	\$ 63.45
Crow-Burlingame Co	00720091798	\$ 6.15
Crow-Burlingame Co	00720091846	\$ 60.90
Crow-Burlingame Co	00720091860	\$ 90.51
Crow-Burlingame Co	00720091916	\$ 11.75
Crow-Burlingame Co	00720091923	\$ 152.96
Crow-Burlingame Co	00720091933	\$ 10.40
Crow-Burlingame Co	00720091938	\$ 4.00
Crow-Burlingame Co	00720091984	\$ 185.73
Crow-Burlingame Co	00720091996	\$ 31.28
Crow-Burlingame Co	00720092012	\$ 37.42
Crow-Burlingame Co	00720092155	\$ 30.80
Crow-Burlingame Co	00720092159	\$ 28.90
Crow-Burlingame Co	00720092187	\$ 36.00
Crow-Burlingame Co	00720092198	\$ 8.99
Crow-Burlingame Co	00720092234	\$ 23.96
Crow-Burlingame Co	00720092302	\$ 10.70

City of Sedalia  
Department Bills 2-16-2016

Vendor Name	Invoice Number	Amount
Crow-Burlingame Co	00720092310	\$ 23.28
Crow-Burlingame Co	00720092317	\$ 66.04
Crow-Burlingame Co	00720092387	\$ 97.80
Crow-Burlingame Co	00720092407	\$ (15.00)
Crow-Burlingame Co	00720092408	\$ 29.30
Crow-Burlingame Co	00720092410	\$ 16.23
Crow-Burlingame Co	00720092418	\$ 23.23
Div Of Employment Security State Of Missouri	99928	\$ 2,509.92
Don's Truck Towing & Truck Wash Inc	127436	\$ 90.00
Don's Truck Towing & Truck Wash Inc	127964	\$ 149.50
Ed M Feld Equip Co Inc.	0290053-IN	\$ 245.00
Ed M Feld Equip Co Inc.	0290485-IN	\$ 225.00
Edward J Rice Co Inc	57933	\$ 589.41
Elliott Equipment Co.	133055	\$ 308.03
Employee Screening Service Llc	185987	\$ 306.00
Engineering Surveys & Services	ESS067282	\$ 2,475.00
Family Medicine Associates Pc	0216	\$ 638.20
Family Medicine Associates Pc	0216A	\$ 613.20
Fastenal Company	157776	\$ 6.31
Fastenal Company	MOSED157827	\$ 54.33
Federal Signal Corp	6219913	\$ 934.18
Federal Signal Corp	6221721	\$ 4,560.00
Fedex	5-301-84537	\$ 66.13
Fertilizer Dealer Supply	1150173	\$ 631.69
Fischer Concrete Service Inc	30377	\$ 486.08
Forklifts Of Central Missouri Inc	S0056055	\$ 38.68
Hagen Vacuum Sales	077283	\$ 161.96
Hank's Portable Toilets & Septic Tank Clean	2540	\$ 85.00
Hillyard - Columbia	601939747	\$ 174.00
IBS Kansas City D.O. Inc	40105034	\$ 64.14
IMKO Workforce Solutions	110870	\$ 200.00
IMKO Workforce Solutions	111251	\$ 200.00
John Deere financial	2190	\$ 299.99
John Deere financial	2602033	\$ 238.95
John Deere financial	3389	\$ 10.58
John Deere financial	3515	\$ 44.99
John Deere financial	3792	\$ 44.99
John Deere financial	5905	\$ 31.98
K & C Machining	8402	\$ 65.00
Kat Excavation Inc	4	\$ 88,851.10
KCP&L	0216-11	\$ 70.42
KCP&L	0216-11B	\$ 682.58
KCP&L	0216-11C	\$ 44.32
KCP&L	0216-11D	\$ 26.83
KCP&L	0216-11E	\$ 18.09
KCP&L	0216-11F	\$ 17.19
KCP&L	0216-14J	\$ 40.09
KCP&L	0216-17A	\$ 273.73
KCP&L	0216-19	\$ 120.87

**City of Sedalia**  
**Department Bills 2-16-2016**

Vendor Name	Invoice Number	Amount
KCP&L	0216-19A	\$ 55.19
KCP&L	0216-24A	\$ 9.58
KCP&L	0216-61	\$ 2,837.90
KCP&L	0216-61D	\$ 70.57
KCP&L	0216-61F	\$ 305.05
KCP&L	0216-61G	\$ 77.41
KCP&L	0216-61P	\$ 97.01
Key Hydraulics	16-39404	\$ 111.92
Key Hydraulics	16-39468	\$ 115.14
Key Hydraulics	16-39590	\$ 255.00
Klein's Saw Shop & Small Engines	0116	\$ 40.00
Klein's Saw Shop & Small Engines	0216	\$ 112.00
Klein's Saw Shop & Small Engines	0116A	\$ 660.00
Klingspor	2825115	\$ 184.29
Knapheide Truck Equipment	JCS71952	\$ 42.45
Knapheide Truck Equipment	JCS72115	\$ 27.40
Lauber Municipal Law, LLC	1509	\$ 3,211.25
Lauber Municipal Law, LLC	1510	\$ 4,251.25
Lea's Truck Service Llc	8859PARTS	\$ 12.20
Lea's Truck Service Llc	8942ptas	\$ 396.00
Lea's Truck Service Llc	8998PTS	\$ 221.05
Lea's Truck Service Llc	9045pt	\$ 104.60
Leon Uniform Co Inc	370771	\$ 113.50
Lowes Business Account	4646	\$ 23.48
Lowes Business Account	8866	\$ 9.48
Lowes Business Account	9832	\$ 0.89
Lowes Business Account	25386	\$ 3.76
Lowes Business Account	25893	\$ 20.85
Lowes Business Account	25915	\$ 7.11
Lowes Business Account	28119	\$ 36.45
Lowes Business Account	28199	\$ 50.11
Lowes Business Account	28286	\$ 49.36
Lowes Business Account	28517	\$ 27.74
Lowes Business Account	28673	\$ 627.81
Lowes Business Account	28968	\$ 13.76
Lowes Business Account	925963	\$ 37.56
Lucas Fowler	0216	\$ 64.95
M & M Engraving Corp	6621	\$ 82.00
Medallion Electric Inc	102118	\$ 1,177.74
Medallion Electric Inc	102143	\$ 2,327.54
Medallion Electric Inc	102144	\$ 2,393.36
Mid-State Petroleum Equipment	12483	\$ 2,225.78
Mid-State Petroleum Equipment	12805	\$ (465.00)
Midland Printing Company	50827	\$ 44.46
Midland Printing Company	82561	\$ 128.72
Missouri Department of Revenue	48948	\$ 70.00
Missouri Public Utility Alliance	4153	\$ 6,779.00
Missouri Typewriter Of Warrensburg Inc	28939	\$ 95.00
Mitchell1	IB18498669	\$ 260.25

**City of Sedalia  
Department Bills 2-16-2016**

Vendor Name	Invoice Number	Amount
Mo Dept Of Natural Resources	34601605964	\$ 250.00
Moore's Flower Shop & Greenhouse	152783	\$ 35.00
Moore's Flower Shop & Greenhouse	152923	\$ 60.00
Myers Tire Supply	61601005	\$ 342.24
Myers Tire Supply	61601690	\$ (119.99)
NAPA Of Sedalia Genuine Parts Company	412252	\$ 11.68
NAPA Of Sedalia Genuine Parts Company	412660	\$ 471.06
Nathan Bauer	0216	\$ 71.75
Networkfleet Inc	000000355165	\$ 208.45
Nuway Concrete Forms Central	893766	\$ 725.00
O'Reilly Automotive Inc.	0114-372900	\$ 112.11
O'Reilly Automotive Inc.	0114-372917	\$ (112.11)
O'Reilly Automotive Inc.	0114-374470	\$ 27.04
O'Reilly Automotive Inc.	0114-376117	\$ 59.36
O'Reilly Automotive Inc.	0247-420212	\$ 43.03
O'Reilly Automotive Inc.	0247-420213	\$ 17.18
Otten Small Engine Service	181594	\$ 59.08
Otten Small Engine Service	181660	\$ 181.00
Otten Small Engine Service	181878	\$ 27.61
Otten Small Engine Service	181890	\$ 9.23
Otten Small Engine Service	181965	\$ 6.25
Otten Small Engine Service	181998	\$ 3.75
Otten Small Engine Service	182012	\$ 5.75
Otten Small Engine Service	182115	\$ 61.00
Otten Small Engine Service	182332	\$ 46.00
Pettis County Ambulance District	0216	\$ 877.97
Pettis County Health Center	0216	\$ 210.00
Pettis County Recorder of Deeds	63670	\$ 27.00
Pettis County Recorder of Deeds	63672	\$ 24.00
Premier Climate Control	5258	\$ 7,725.00
Printlynx	115783	\$ 18.00
Public Safety Center Inc	5650846	\$ 60.45
Public Safety Center Inc	5652019	\$ 107.48
Public Safety Center Inc	5653105	\$ 410.48
Public Safety Center Inc	5653203	\$ 902.40
Quicksilver Water	755160	\$ 7.00
Quicksilver Water	755739	\$ 42.50
Rac-Jac Properties	0116-16	\$ 6.50
Rac-Jac Properties	1115-16	\$ 13.00
Sawyer Mailing Systems	34503	\$ 232.34
Sears Commercial One	T000973	\$ (735.07)
Sears Commercial One	T061933	\$ 735.07
Sears Commercial One	T740966	\$ 694.98
Sedalia Area Chamber of Commerce	0216	\$ 18.00
Sedalia Electric Motors Inc	8541	\$ 100.00
Sedalia Heating & Air	10324	\$ 110.00
Sedalia Heating & Air	10339	\$ 86.60
Sedalia Heating & Air	10407	\$ 65.00
Sedalia Rental & Supply	171584	\$ 269.50

City of Sedalia  
Department Bills 2-16-2016

Vendor Name	Invoice Number	Amount
Sedalia Rental & Supply	171665	\$ 56.00
SMC Electric Supply	60213939-00	\$ 9.44
SMC Electric Supply	60213939-01	\$ 47.20
SMC Electric Supply	60214265-00	\$ 36.79
SMC Electric Supply	60214408-00	\$ 40.92
SMC Electric Supply	60214862-00	\$ 244.62
SMC Electric Supply	60215032-00	\$ 70.70
Smith Paper & Janitor Supply	604135	\$ 128.82
Smith Paper & Janitor Supply	604202	\$ 22.92
Smith Paper & Janitor Supply	604499	\$ 41.44
Smith Paper & Janitor Supply	604132	\$ 49.11
Snap-On Industrial	27969865	\$ 150.20
Snap-On Industrial	27985607	\$ 172.31
Snap-On Industrial	27994706	\$ 7.26
Sonequity Pest Management	123880	\$ 39.00
Sonequity Pest Management	125203	\$ 70.00
Sonequity Pest Management	125242	\$ 39.00
Sonequity Pest Management	125255	\$ 40.00
Sonequity Pest Management	125382	\$ 68.00
Sonequity Pest Management	125147	\$ 67.00
Staples Business Advantage	3290022406	\$ 53.97
Staples Business Advantage	3290022411	\$ (29.99)
Staples Business Advantage	3290022414	\$ 29.99
Staples Business Advantage	3290605401	\$ 41.97
Staples Business Advantage	3291493532	\$ 77.99
Staples Business Advantage	3291493858	\$ 19.09
Stericycle Inc.	4006091965	\$ 35.84
Synchrony Bank	002037	\$ 155.22
Synchrony Bank	002320	\$ 404.76
Synchrony Bank	004469	\$ 51.74
Synchrony Bank	005006	\$ 36.96
Synchrony Bank	005180	\$ 7.15
Tallman Company	S136397	\$ 15.82
Taser International	S11426014	\$ 2,277.00
The Police And Sheriffs Press	77805	\$ 77.90
The Ups Store	4228	\$ 24.82
Thompson Hills Animal Clinic	40875	\$ 160.00
Thompson Hills Animal Clinic	40941	\$ 55.95
Thompson Hills Animal Clinic	41107	\$ 187.50
Thompson Hills Animal Clinic	41263	\$ 135.00
Thompson Hills Animal Clinic	41407	\$ 180.00
Thompson Hills Animal Clinic	41411	\$ 215.00
Tim's Tree Service Llc	4209	\$ 650.00
Tim's Tree Service Llc	4211	\$ 500.00
Tim's Tree Service Llc	4218	\$ 300.00
Tire Centers Llc	6500151519	\$ 614.10
Tractor Supply Credit Plan	100147786	\$ 93.99
Tractor Supply Credit Plan	100147852	\$ 129.99
Trans-Central Suppliers Inc	0232966	\$ 75.12

City of Sedalia  
Department Bills 2-16-2016

Vendor Name	Invoice Number	Amount
Trans-Central Suppliers Inc	0232967	\$ 15.24
Trans-Central Suppliers Inc	0233023	\$ 26.93
Trans-Central Suppliers Inc	0233142	\$ 718.21
Trans-Central Suppliers Inc	0233143	\$ 136.54
Trans-Central Suppliers Inc	0233319	\$ 522.55
Trans-Central Suppliers Inc	0233361	\$ 113.60
Turn-Key Mobile Inc	28416	\$ 474.31
Turn-Key Mobile Inc	28420	\$ 14,259.00
United Rotary Brush Corp	CI180548	\$ 477.67
United Rotary Brush Corp	CI181217	\$ 285.27
Verizon Wireless	9759139339	\$ 2,967.10
W & M Welding Inc	45611	\$ 112.50
Warehouse Tire & Muffler	195596	\$ 246.86
WCA Waste Systems Inc.	7667	\$ 24,685.73
Westfall GMC Truck Inc	733797	\$ 1,022.99
Westlakes Hardware	1217456	\$ 15.33
Westlakes Hardware	1217567	\$ 29.94
Westlakes Hardware	1217600	\$ 9.48
Westlakes Hardware	1217603	\$ 1.74
Westlakes Hardware	1217637	\$ 23.98
Westlakes Hardware	1217640	\$ 28.38
Westlakes Hardware	1217642	\$ 9.98
Westlakes Hardware	1217653	\$ 23.99
Westlakes Hardware	1217683	\$ 25.98
Westlakes Hardware	1217689	\$ 38.18
Westlakes Hardware	1217735	\$ 51.96
Westlakes Hardware	1217816	\$ 7.99
Westlakes Hardware	1217827	\$ 10.27
Westlakes Hardware	1217924	\$ 76.97
Westlakes Hardware	1217954	\$ 7.99
Westlakes Hardware	1217956	\$ 25.98
Westlakes Hardware	1217964	\$ 12.77
Westlakes Hardware	1217985	\$ 41.97
Westlakes Hardware	1217992	\$ 22.09
Westlakes Hardware	1218043	\$ 27.87
Westlakes Hardware	1218109	\$ 37.95
Whiteman AFB-Comm Council	0216	\$ 50.00
W-K Chevrolet-Buick	176321	\$ 93.14
World Wide Technology Inc	4131665	\$ 9,183.20
World Wide Technology Inc	4136584	\$ 3,587.70
Total Invoices To Be Paid		\$ 295,628.41