



PRE-COUNCIL MEETING

Mayor's Conference Room
Municipal Building
Tuesday, September 6, 2016
6:30 p.m.

MAYOR: STEPHEN J. GALLIHER

MAYOR PRO-TEM: TOLBERT ROWE

Committee Meetings – 6:30 p.m.

PUBLIC SAFETY COMMITTEE
Police and Fire

Russell Driskell, Chair
Vicky Collins, Vice Chair

1. Review Ordinance approving and accepting an agreement by and between the City of Sedalia, Missouri and Gaskin Hill Norcross of Missouri, Inc. for architectural services relating to the construction of a new Police Department Headquarters and renovations to select areas of the Sedalia Municipal Building.
2. Review Ordinance amending Ordinance No. 9940 relating to amending an existing classification and job description for Police Officer for the Sedalia Police Department and adding a classification and job description for Police Recruit for the Sedalia Police Department.
3. Review Ordinance amending Section 7.15(C) (Controlled Substance and Alcohol Testing Policy – Applicability) of the City of Sedalia's Personnel Regulations Manual by adding the title of Police Recruit for the Sedalia Police Department to employee positions designated as safety sensitive.

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

Jeff Leeman, Chair
Bob Cross, Vice Chair

1. Review Bids and Ordinance approving and accepting an agreement by and between the City of Sedalia, Missouri and Emery Sapp & Sons, Inc. for the reconstruction and widening of apron connecting taxiway, replacement of MITL system, replacement of damaged drainage pipe and end section and regrading of Runway 18-36 safety area at the Sedalia Regional Airport.
2. Review Ordinance approving and accepting Aviation Project Consultant Supplemental Agreement No. 1 between H.W. Lochner, Inc. and the City of Sedalia, Missouri for the addition of construction phase services to the design services contract for the apron connecting taxiway reconstruction project at the Sedalia Regional Airport.
3. Review Ordinance amending Section 48-53 of the City's Code of Ordinances by including a reduced fee for recycling services in all K-12 Schools located within the corporate city limits of Sedalia and incorporating said fees into the City's Fee Schedule.
4. Review Ordinance repealing Ordinance 10478 and amending Section 48-49(E) to the Code of Ordinances of the City of Sedalia, Missouri by establishing pick-up on demand services and an optional yard waste collection and associated fee and incorporating said fee into the City's Fee Schedule.
5. Review Ordinance approving and accepting a refund agreement by and between the City of Sedalia, Missouri and Waste Corporation of Missouri, LLC a/k/a WCA of Missouri, LLC for repayment in full of sewer fees overpaid.
6. Review Bids for the Demolition of Structure located at 2500 E. 7th.

FINANCE/ADMINISTRATION COMMITTEE
Administrative, Library and Hospital

Donald Meier, Chair
Bonita Nash, Vice Chair

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



CITY COUNCIL MEETING AGENDA

City Council Chambers
Municipal Building
Tuesday, September 6, 2016
7:00 p.m.

A. SILENT PRAYER & PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. SERVICE AWARDS

1. Charles Amos – Maintenance Tech II – Park Department – 20 years of service
2. Andrew Silvey – Police Officer – Police Department – 10 years of service
3. Gary Edwards – City Administrator – Administration Department – 5 years of service
4. Kyle Hayward – Police Officer – Police Department – 5 years of service
5. Raunel Reynoso – PW Service Worker – Sanitation Department – 5 years of service

I. MINUTES

1. Pre-Council Meeting August 15, 2016
2. Public Hearing and Regular Council Meeting August 15, 2016
3. Special Council Meeting August 22, 2016
4. Tax Rate Public Hearing and Special Council Meeting August 29, 2016
5. Annexation Public Hearing August 29, 2016

II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES

III. ROLL CALL OF STANDING COMMITTEES

- A. PUBLIC SAFETY – Councilmember Russell Driskell
- B. PUBLIC WORKS – Councilmember Jeff Leeman
1. Award bid for taxiway reconstruction at the Sedalia Regional Airport
 2. Award bid for the demolition of structure located at 2500 E 7th
- C. FINANCE / ADMINISTRATION – Councilmember Donald Meier

IV. NEW BUSINESS

A. ORDINANCES AND RESOLUTIONS

- Approving and accepting an agreement by and between the City of Sedalia, Missouri and Gaskin Hill Norcross of Missouri, Inc. for architectural services relating to the construction of a new Police Department Headquarters and renovations to select areas of the Sedalia Municipal Building
- Amending Ordinance No. 9940 relating to amending an existing classification and job description for Police Officer for the Sedalia Police Department and adding a classification and job description for Police Recruit for the Sedalia Police Department
- Amending Section 7.15(C) (Controlled Substance and Alcohol Testing Policy – Applicability) of the City of Sedalia's Personnel Regulations Manual by adding the title of Police Recruit for the Sedalia Police Department to employee positions designated as safety sensitive
- Approving and accepting an agreement by and between the City of Sedalia, Missouri and Emery Sapp & Sons, Inc. for the reconstruction and widening of apron connecting taxiway, replacement of MITL system, replacement of damaged drainage pipe and end section and regrading of Runway 18-36 safety area at the Sedalia Regional Airport
- Approving and accepting Aviation Project Consultant Supplemental Agreement No. 1 between H.W. Lochner, Inc. and the City of Sedalia, Missouri for the addition of construction phase services to the design services contract for the apron connecting taxiway reconstruction project at the Sedalia Regional Airport

Click on any agenda item to view the related documentation

- Amending Section 48-53 of the City's Code of Ordinances by including a reduced fee for recycling services in all K-12 Schools located within the corporate city limits of Sedalia and incorporating said fees into the City's Fee Schedule
- Repealing Ordinance 10478 and amending Section 48-49(E) to the Code of Ordinances of the City of Sedalia, Missouri by establishing pick-up on demand services and an optional yard waste collection and associated fee and incorporating said fee into the City's Fee Schedule.
- Approving and accepting a refund agreement by and between the City of Sedalia, Missouri and Waste Corporation of Missouri, LLC a/k/a WCA of Missouri, LLC for repayment in full of sewer fees overpaid

B. APPOINTMENTS

C. LIQUOR LICENSES

New:

*Megan Evans dba Sedalia Lions Club, PO Box 1085, Picnic License, \$37.50

Renewal:

*Patterson Oil dba Rush Hour #9, 1320 S Limit, Packaged Liquor with Sunday Sales, \$450

*Missouri CVS Pharmacy, LLC dba CVS Pharmacy #10305, 100 E Broadway, Packaged Liquor With Sunday Sales \$450; Taste Testing \$37.50

D. APPROVAL OF DEPARTMENT BILLS

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

F. GOOD AND WELFARE

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

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



OFFICE OF THE CITY ADMINISTRATOR

To: Honorable Mayor Stephen Galliter & City Council Members
From: Gary Edwards, City Administrator
Re: Agenda items for City Council meeting on Tuesday, September 6, 2016

This meeting begins at 6:30 p.m.

Presentations:

No Presentations

Public Safety Committee :

1. Review Ordinance approving an agreement with Gaskin Hill Norcross (GHN) of Missouri, Inc. for architectural services relating to the construction of a new Police Department Headquarters and renovation to select areas of City Hall. The City received 12 proposals for this project. A City team reviewed all proposals and recommends to the City Council that approval be given to negotiate a contract with GHN.
2. Review Ordinance amending Ordinance No. 9940 relating to amending an existing classification and job description for Police Officer for the Sedalia Police Department and adding a classification and job description for Sedalia Police Recruit. This classification allows for a differentiation between a fully trained Police Officer and one that has not completed required training.
3. Review Ordinance amending Section 7.15(C) (Controlled Substance and Alcohol Testing Policy - Applicability) of the City's Personnel Regulations Manual by adding the title of Police Recruit to employee positions designated as safety sensitive.

Public Works Committee :

1. Review Bids and Ordinance approving an agreement between the City and Emery, Sapp and Sons, Inc. for the reconstruction and widening of an apron connecting taxiway at the Sedalia Airport, replacement of a MITL system, replacement of damaged drainage pipe and end section and regrading of Runway 18-36 safety area. The grant work should take about 30 days. We are responsible for 10% of the full cost, or \$36,046.46. This is a budgeted amount.
2. Review an Ordinance approving Aviation Project Consultant Supplemental Agreement No. 1 between H.W. Lochner, Inc. and the City for the addition of construction phase services to the design services contract for the apron connecting the Sedalia airport taxiway reconstruction project. In other words, Lochner will oversee this construction work for the City.
3. Review an Ordinance amending Section 48-53 of the City Code by including a reduced fee for recycling services in all K-12 Schools located within the city limits.
4. Review an Ordinance repealing Ordinance 10478 and amending Section 48-49(E) to the City Code by establishing a new Pick-Up-On-Demand service and an optional yard waste collection and associated fee and incorporating the fee into the City's fee schedule. This is a separate service from the City's current Pick-Up-On-Demand and pertains to yard waste for those who cannot take it to the new drop off site.
5. Review an Ordinance approving a refund agreement between the City and Waste Corporation of Missouri, LLC (WCA) for repayment in full of sewer fees. In sum, WCA overpaid the City \$27,207.35. The Public Works Department negotiated a non-cash reimbursement of City compost in the amount of \$27,250 as it is nearly impossible to separate cubic yards of compost to the exact amount of \$27,207.35.
6. Review bids for the demolition of the structure at 2500 East 7th. Three responses were received. Staff recommends awarding the bid to the low bidder, Schultz Wrecking in the amount of \$4,500.

Finance/Administration Committee:

1. No items



CITY OF SEDALIA, MISSOURI
PRE-COUNCIL MEETING – AUGUST 15, 2016

WORK SESSION

The Work Session started at 6:00 p.m. in the Mayor's Conference Room at the Municipal Building.

Council Members present were Jeff Leeman, Russell Driskell, Bonita Nash, Donald Meier, Bob Cross, Tolbert Rowe and Vicky Collins. Jo Lynn Turley arrived at 6:03 p.m.

Presentation – Olsson Associates: Final Report

Mike Milius, with Olsson Associates, stated that the wastewater project started in June, 2009 and was finalized on July 31, 2016 per the Missouri Department of Natural Resources Administrative Order of Consent. Mr. Milius then presented a brief history of the wastewater project.

Wastewater Data Collection:

- Mapping – Aerial Photography Work (Complete); GPS Work (Complete); GIS Mapping (Complete)
- Smoke Testing – (6) Projects awarded – Complete
- Video Inspection – (3) Projects – Complete (additional areas being completed by City)
- Flow Monitoring – On going

Project Progress/Schedule:

- Wastewater Treatment Plant Improvements (achieved compliance dates); modification of wastewater treatment plant permit metal limits (achieved); and the Stormwater Master Plan (completed)
- Collection System Improvements
 - Emergency Repairs – Complete
 - Phase 1B – Complete
 - Phase 1A – (4) Construction contracts – Complete
 - Relief Sewer Projects – (2) Construction contracts – Complete
- EQ-1 Project – Complete
- EQ-2 Project – Complete
- All Projects Planned – Complete and accepted by Missouri Department of Natural Resources
- Private Sewers – Design Side (Site Visits complete, Draft reports in City for review; Ongoing work on options)
- Updated Sewer Rate Study – Presented and Adopted

Next Steps/Schedule:

- Development/Finalization of Private Sewer Program
- Supervisory Control And Data Acquisition (SCADA) training continued
- Ongoing evaluation and rehabilitation work to Collection System (1% every year - \$1.5 million)
- National Pollutant Discharge Elimination System (NPDES) Permitting of Plants – Plant Elimination

Presentation – Future Land Use Map and Roadway Framework

David Knopick, with dPlanit, presented an overview of the Future Land Use Map and Roadway Framework for the West Highway 50 Commerce Corridor and how it relates to future business in Sedalia.

The area is bounded by Industrial Road, West 16th Street, Willow Drive and Union Pacific Railroad. This area has a variety of uses from major manufacturing to small commercial businesses and is on a parcel by parcel basis for development. This is a new development area with redevelopment on the horizon and requires a close look at traffic flow. The City needs to be proactive in development and its policies to attract future businesses and visitors to the City.

The current Comprehensive Plan for the City accommodates a larger community and regional retail and service needs. The plan creates attractive, high quality business campuses and site specific locations contributing to the character of the community.

The vision beyond the comprehensive plan is to continue new development West along Highway 50, South towards the Community College and on scattered vacant parcels. Guiding Principles is to connect areas, separate traffic types, and provide outer/relief roads and maintain a long term partnership with property owners/developers.

Presentation – Financial Update

Finance Director, Kelvin Shaw, stated that the option of refinancing debt service to lower interest rate is being looked at when financing the new police station. There are three items needed to keep a good rating which includes a Capital Improvement Plan (5 years), Long-Term Financial Planning (3 years) and Debt Management Policy. Currently a set of financial policies are being worked on to bring before the Council in the future. Also, about 30% of the rating is outside of these policies and deals with economic demographics of the City.

Finance Director, Kelvin Shaw, presented a financial update regarding sales tax and expenditures. Sales tax for FY 2017 in the month of August decreased 14.3% and year to date is down 0.5% with total from all taxes collected (Franchise & Cigarette Tax, Use Tax, Transportation Tax, Property Tax Collection) year to date showing an increase of 3.3%.

COMMITTEE MEETING

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

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

- Ordinance approving and accepting a Cost Apportionment Agreement with the Missouri Highways and Transportation Commission for the improvement or reconstruction of U.S. Highway 50 at the intersection of Oak Grove Lane and Curry Street (Missouri Department of Transportation to pay up to \$318,140.00 for new street light signals; \$650,000.00 budgeted) was moved to full Council on motion by Rowe, seconded by Nash. All in favor.
- Ordinance adding a disinterment fee for a child less than six years old to Section 14-26 of the City Code of Ordinances and to the Fee Schedule (Fee \$100.00) was moved to full Council on motion by Driskell, seconded by Meier. All in favor.
- Quotes for the purchase of (2) 2017 Dodge 1500 Tradesman Regular Cab 4x4 Pick-ups for the Community Development Department from Bryant Motors in the amount of \$22,649.00 per

vehicle through the State of Missouri Cooperative Procurement Program (Budgeted Item) was moved to full Council on motion by Rowe, seconded by Nash. All in favor.

Chelsea Kehde inquired about the two Tax Increment Financing contracts dealing with the Liberty Center Theater and the Uptown Theater Projects, wanting to know if the money received from the Tax Increment Financing would be used for those projects first, if money was still owed to the City from the Phase 3A Streetscape Project and what the projected cost for the demolition of the Broadway Arms building was versus the value of the building. Mrs. Kehde also inquired as to the status of the Trust Building.

Said projects will be paid for first out of money received from the Tax Increment Financing and there was no money owed to the City from the Phase 3A Streetscape Project. City Attorney, Anne Gardner, stated that the City does not own the property as of yet for the Broadway Arms building but it will be transferred from the Pettis County Trustee before the building will be demolished and that the property should have more value without the building. Attorney Gardner added that because the building is in the Tax Increment Financing District this would help fund the demolition. Community Development Director, John Simmons, stated that the contractor is going to start work in the middle of September to stabilize and weatherize the Trust Building and fix gutters and roof.

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

- Records Destruction Request from the Personnel Department was moved to full Council on motion by Driskell, seconded by Rowe. All in favor.
- Ordinance adopting policies and procedures for the consideration and evaluation of Economic Development Incentives Applications (First Economic Development Policy for City; guidelines for future use of state approved incentives for development) was moved to full Council on motion by Leeman, seconded by Nash. All in favor.
- Ordinance approving a Tax Increment Financing contract with Sedalia Downtown Development, Inc., for implementation of the Second Amendment to the Midtown Tax Increment Financing Redevelopment Plan as it relates to the Uptown Theater Project and authorizing the Mayor to execute the contract was moved to full Council on motion by Turley, seconded by Leeman. All in favor.
- Ordinance approving a Tax Increment Financing contract with Liberty Center Association for the Arts, Inc., for implementation of the Second Amendment to the Midtown Tax Increment Financing Redevelopment Plan as it relates to the Liberty Center Theater and authorizing the Mayor to execute the contract on motion by Leeman, seconded by Nash. All in favor.

City Administrator, Gary Edwards, reminded Council of the Special Council Meeting to be held August 22, 2016.

With no further comments, the meeting closed at 6:44 p.m.
Respectfully submitted: Arlene Silvey, MPCC City Clerk



CITY OF SEDALIA, MISSOURI
PUBLIC HEARING – PROPOSED SEWER RATES
COUNCIL MEETING – AUGUST 15, 2016

PUBLIC HEARING – PROPOSED SEWER RATES

Mayor Galliher called the public hearing to order at 7:00 p.m. and stated that the purpose of the public hearing is to allow any public comments regarding increasing the City’s residential, commercial and industrial wastewater sewer rates to finance the cost to make continued improvements to the City’s wastewater sewer system. This is the first of two steps to accomplish the proposed increase and if there are no objections presented, the City Council will proceed with the wastewater sewer rate increase at the September 19, 2016 Council Meeting.

Proposed Sewer rates and permit fees:

	Current Monthly Base Rate	Proposed Monthly Base Rate	Current Monthly Volume Rate Per 1000 Gallons	Proposed Monthly Volume Rate Per 1000 Gallons
Residential Inside City Limits	\$8.00	Up to \$9.00	\$4.65	up to \$5.05
Residential Outside City Limits	\$20.00	Up to \$22.00	\$4.65	up to \$5.05
Commercial Inside City Limits	\$35.00	Up to \$37.00	\$4.65	up to \$5.05
Commercial Outside City Limits	\$80.00	Up to \$85.00	\$4.65	up to \$5.05
Industrial Inside City Limits	\$60.00	Up to \$75.00	\$4.65	up to \$5.05
Industrial Outside City Limits	\$140.00	Up to \$160.00	\$4.65	up to \$5.05

With no public comments, the public hearing closed at 7:01 p.m.

COUNCIL MEETING

The Council of the City of Sedalia, Missouri duly met on Monday, August 15, 2016, at 7:01 p.m. at the Municipal Building with Mayor Stephen J. Galliher presiding. Mayor Galliher called the meeting to order and asked for a moment of silent prayer followed by the Pledge of Allegiance led by Councilman Cross.

ROLL CALL:

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

MINUTES:

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

- Pre-Council Meeting August 1, 2016
- Regular Council Meeting August 1, 2016

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:

Accepted the minutes of the Citizen’s Traffic Advisory Commission dated July 13, 2016 on motion by Rowe, seconded by Nash. All in favor.

ROLL CALL OF STANDING COMMITTEES:

PUBLIC SAFETY – RUSSELL DRISKELL, CHAIRMAN – No Report.

PUBLIC WORKS – JEFF LEEMAN, CHAIRMAN

Approved purchase of (2) 2017 Dodge 1500 Tradesman Regular Cab 4x4 Pick-ups for the Community Development Department from Bryant Motors in the amount of \$22,649.00 per vehicle through the State of Missouri Cooperative Procurement Program on motion by Rowe, seconded by Nash. All in favor.

FINANCE & ADMINISTRATION – DONALD MEIER, CHAIRMAN

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

NEW BUSINESS:

BILL NO. 2016 – 80, ORDINANCE NO. 10489 – AN ORDINANCE APPROVING AND ACCEPTING A COST APPORTIONMENT AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE IMPROVEMENT OR RECONSTRUCTION OF U.S. HIGHWAY 50 AT THE INTERSECTION OF OAK GROVE LANE AND CURRY STREET IN THE CITY OF SEDALIA, MISSOURI was read once by title.

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

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

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

BILL NO. 2016 – 81, ORDINANCE NO. 10490 – AN ORDINANCE ADDING A DISINTERMENT FEE FOR A CHILD LESS THAN SIX YEARS OLD TO SECTION 14-26 OF THE CITY OF SEDALIA, MISSOURI’S CODE OF ORDINANCES AND TO THE FEE SCHEDULE was read once by title.

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

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

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

BILL NO. 2016 – 82, ORDINANCE NO. 10491 – AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI ADOPTING POLICIES AND PROCEDURES FOR THE CONSIDERATION AND EVALUATION OF ECONOMIC DEVELOPMENT INCENTIVES APPLICATIONS was read once by title.

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

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

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

BILL NO. 2016 – 83, ORDINANCE NO. 10492 – AN ORDINANCE APPROVING A TAX INCREMENT FINANCING CONTRACT BETWEEN THE CITY OF SEDALIA AND SEDALIA DOWNTOWN DEVELOPMENT, INC., FOR IMPLEMENTATION OF THE SECOND AMENDMENT TO THE MIDTOWN TAX INCREMENT FINANCING REDEVELOPMENT PLAN AS IT RELATES TO THE UPTOWN THEATER PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT was read once by title.

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

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

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

BILL NO. 2016 – 84, ORDINANCE NO. 10493 – AN ORDINANCE APPROVING A TAX INCREMENT FINANCING CONTRACT BETWEEN THE CITY OF SEDALIA AND LIBERTY CENTER ASSOCIATION FOR THE ARTS, INC., FOR IMPLEMENTATION OF THE SECOND AMENDMENT TO THE MIDTOWN TAX INCREMENT FINANCING REDEVELOPMENT PLAN AS IT RELATES TO THE LIBERTY CENTER THEATER AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT was read once by title.

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

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

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

APPOINTMENTS:

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

RENTAL INSPECTION COMMITTEE:

Stephen Galliher	Charles Leftwich	David Wiedeman	Kim Welch
Jeff Leeman	Mary Merritt	Terri Hunter	

BIDS:

- (2) Community Development ½ Ton Regular Cab 4x4 Pickups – August 1, 2016

LIQUOR LICENSES:

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

1. Wikstrom Investments, LLC dba Craft Beer Cellar, 700 S. Ohio – Liquor by the Drink & Sunday Sales
2. James Snavelly dba East Street Bar, LLC, 1201 E. 3rd – Liquor by the Drink

DEPARTMENT BILLS thru August 15, 2016 totaling \$453,450.21 were approved for payment on motion by Turley, seconded by Driskell. All in favor.

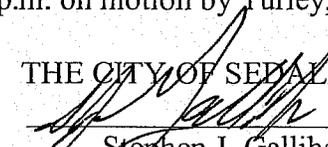
MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilman Leeman commended Nicole Cooke, with the Sedalia Democrat, for her informative article regarding the new Trash and Recycling service changes effective October 1, 2016. Ms. Cooke spent over 2 ½ hours with Public Works Director, Brenda Ardrey, obtaining the information for the article.

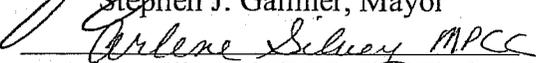
GOOD & WELFARE: None.

The meeting adjourned at 7:11 p.m. on motion by Turley, seconded by Cross. All in favor.

THE CITY OF SEDALIA, MISSOURI



Stephen J. Galliher, Mayor



Arlene Silvey, MPCC City Clerk



CITY OF SEDALIA, MISSOURI
SPECIAL COUNCIL MEETING – AUGUST 22, 2016

The Council of the City of Sedalia, Missouri duly met in Special Session on Monday, August 22, 2016, at 6:30 p.m. in the Mayor's Conference Room with Mayor Stephen Galliher presiding. Mayor Galliher called the meeting to order.

ROLL CALL:

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

ROLL CALL OF STANDING COMMITTEES

PUBLIC SAFETY – RUSSELL DRISKELL, CHAIRMAN

Awarded architect recommendation for the new Police Department Headquarters Project to GHN Architects, Springfield, MO on motion by Rowe, seconded by Leeman. All in favor.

NEW BUSINESS:

BILL NO. 2016 – 85, ORDINANCE NO. – 10494 – AN ORDINANCE APPROVING AND ACCEPTING A WORKPLACE/HEALTH FAIR IMMUNIZATION AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND WAL-MART STORES, INC., A DELAWARE CORPORATION was read once by title.

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

Final Passage – Motion by Driskell, seconded by Meier. All in favor.

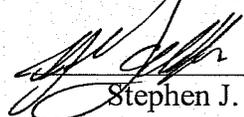
Roll Call Vote: Voting "Yes" were Leeman, Turley, Driskell, Nash, Meier, Cross, Rowe and Collins. No one voted "No".

RESOLUTION NO. 1866 – A RESOLUTION AMENDING THE MUNICIPAL FINE AND BOND CHART FOR THE SEDALIA MUNICIPAL COURT (Changes relating to Senate Bill 572). City Attorney, Anne Gardner, commented that the resolution effective date and passage date were wrong. The effective date will be August 28, 2016. Motion was made by Rowe, seconded by Meier to correct the dates. Resolution was read once by title and approved on motion by Rowe, seconded by Driskell. All in favor.

City Administrator, Gary Edwards, reminded the Council of the Special Council Meeting on August 29, 2016 regarding the proposed tax rates for 2016.

The meeting adjourned at 6:35 p.m. on motion by Leeman, seconded by Rowe. All in favor.

THE CITY OF SEDALIA, MISSOURI



Stephen J. Galliher, Mayor



Arlene Silvey, MPCC City Clerk



CITY OF SEDALIA, MISSOURI
PUBLIC HEARING – PROPOSED TAX RATES 2016
SPECIAL COUNCIL MEETING – AUGUST 29, 2016

Public Hearing – Proposed Tax Rates

Mayor Galliher called the public hearing to order at 6:30 p.m. in the Mayor’s Conference Room.

The purpose of the public hearing is to allow for any public comments regarding the proposed tax rates for 2016.

The tax rates are set to produce the revenue for the fiscal year budget beginning April 1, 2016. Each tax rate is determined by dividing the amount of revenue required by the current assessed valuation. The result is multiplied by 100 so the tax rate will be expressed in cents per \$100.00 valuation.

	2015 ASSESSED VALUATION	2016 ASSESSED VALUATION	ESTIMATED AMOUNT OF PROPERTY TAX REVENUES ASSESSED FOR 2016	PROPOSED TAX RATE 2016 (PER \$100)
For Public Library Purposes:				
Real Estate	\$ 151,913,143	\$ 152,903,183		
Personal	38,631,089	40,196,383		
Public Library	190,544,232	193,099,566	\$ 453,784	0.2350
Library Temporary			135,170	0.0700
Total Public Library			588,954	0.3050
For Special Business District - Real Estate	4,902,246	4,871,316		
For Special Business District - Personal	17,930	-		
Total	4,920,176	4,871,316	40,948	0.8406
For All Other Purposes:				
Real Estate	186,868,051	195,778,056		
Personal	58,672,917	61,687,250		
TOTAL	245,540,968	257,465,306		
General			1,179,706	0.4582
Public Parks			410,400	0.1594
Fire Pension			126,158	0.0490
Police Pension			230,946	0.0897
TOTAL FOR ALL PURPOSES			3,166,066	
Tax Levy for All Purposes				1.9019
Tax Levy for Outside Special Business District But Within Public Library				1.0613
Tax Levy for Outside Special Business District and Public Library				0.7563

With no public comment the Public Hearing adjourned at 6:31 p.m.

Special Council Meeting

The Council of the City of Sedalia, Missouri duly met in Special Session on Monday, August 29, 2016, at 6:31 p.m. in the Mayor's Conference Room with Mayor Stephen Galliher presiding. Mayor Galliher called the meeting to order.

ROLL CALL:

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

NEW BUSINESS:

BILL NO. 2016 – 86, ORDINANCE NO. – 10495 – AN ORDINANCE LEVYING AND PROVIDING FOR THE COLLECTION OF TAXES FOR THE YEAR 2016 IN THE CITY OF SEDALIA, MISSOURI was read once by title.

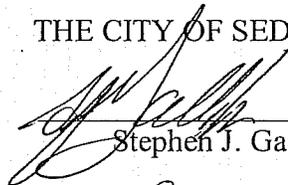
2nd Reading – Motion by Rowe, seconded by Nash. All in favor.

Final Passage – Motion by Leeman, seconded by Nash. All in favor.

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

The meeting adjourned at 6:32 p.m. on motion by Meier, seconded by Driskell. All in favor.

THE CITY OF SEDALIA, MISSOURI



Stephen J. Galliher, Mayor



Arlene Silvey, MPCC City Clerk



CITY OF SEDALIA, MISSOURI
PUBLIC HEARING – ANNEXATION PETITION
AUGUST 29, 2016

Public Hearing – Annexation Petition

Mayor Galliher called the public hearing to order at 7:00 p.m. in the Council Chambers.

Mayor Galliher stated that the Public Hearing is the first of two steps in annexing property owned by E.W. Thompson, Inc. (on Mitchell Road behind U.S. Bank). If there are no objections the annexation will proceed at the September 19, 2016 Council meeting.

Legal description for the property owned by E.W. Thompson, Inc. states the following:
All of the following described tract except that portion thereof already located in the city limits of Sedalia, Missouri, to-wit:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 50, 248.89 FEET NORTHWESTERLY FROM THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 6 IN TOWNSHIP 45 NORTH, RANGE 21 WEST, PETTIS COUNTY, MISSOURI, SAID POINT BEING ON THE EAST LINE OF A 60 FOOT ROAD (MITCHELL ROAD); THENCE IN A SOUTHWESTERLY DIRECTION AT RIGHT ANGLES TO THE SOUTH RIGHT-OF-WAY LINE OF SAID U.S. ROUTE 50, AND ALONG THE EAST LINE OF SAID 60.0 FOOT ROAD, 500.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING IN A SOUTHWESTERLY DIRECTION AT RIGHT ANGLES TO THE SOUTH RIGHT-OF-WAY LINE OF SAID U.S. ROUTE 50, 455.04 FEET; THENCE IN A SOUTHEASTERLY DIRECTION PARALLEL WITH THE CENTERLINE OF SAID U.S. ROUTE 50, 315.0 FEET; THENCE IN A NORTHEASTERLY DIRECTION AT RIGHT ANGLES TO THE SOUTH RIGHT-OF-WAY LINE OF SAID U.S. ROUTE 50, 455.04 FEET; THENCE IN A NORTHWESTERLY DIRECTION PARALLEL WITH THE CENTERLINE OF SAID U.S. ROUTE 50, 315.0 FEET TO THE POINT OF BEGINNING.

Adam Fischer, serving as agent for E.W. Thompson, Inc., spoke in favor of the proposed annexation and stated that apartments will be built at this location with the local developer being Zak Izoita.

With no further public comment the Public Hearing adjourned at 7:02 p.m. on motion by Leeman, seconded by Driskell. All in favor.

**SEDALIA REGIONAL AIRPORT
MEMO**

To: Gary Edwards
From: John Evans 
Subject: Construction Project
Date: August 11, 2016

We would like to ask for approval by the Council and Ordinance for our upcoming construction. Emery Sapp & Sons were the low bidder for the reconstruction of the apron taxiway and to replace a large damaged drainage pipe in the runway safety zone. This process should take about 30 days. This is budgeted in the FY17 budget and is less than the original cost estimate. We will be responsible for 10% or \$36,046.46.

Attached is a copy of the bid tab is attached.

Thanks for your cooperation.

TABULATION OF BIDS

SEDALIA REGIONAL AIRPORT
SEDALIA, MISSOURI

MODOT PROJECT NO. 15-020A-1

BASE BID NO. 1 (GRANT ELIGIBLE)

Reconstruct Apron Connecting Taxiway
Replace MITL System

BASE BID NO. 1 (GRANT INELIGIBLE)

Widen Apron Connecting Taxiway to 40'

ADD ALTERNATE (GRANT ELIGIBLE)

Replace Damaged Drainage Pipe and End Section
Regrade Runway 18-36 Safety Area

BASE BID NO. 2 (GRANT INELIGIBLE)

Construct Taxiways for Future 10-Unit T-Hangar

Bids Received: 6/28/2016
Lochner Job No.: 000010710
Bids Tabulated By: LAM
Date: 7/1/2016
Bids Checked By: RMD
Date: 7/6/2016

Item No.	Item Description	Quantity	Unit	Engineer's Estimate			Emery Sepp & Sons, Inc. 2301 I-70 Drive NW Columbia, MO 65202			Midwest Heavy Construction, LLC 17001 S 291 Highway Pleasant Hill, MO 64080			
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price				
BASE BID NO. 1 (GRANT ELIGIBLE)													
1	Mobilization	1	L.S.	\$	50,000.00	\$	50,000.00	\$	45,000.00	\$	45,000.00	\$	20,000.00
2	Temporary Marking, Lighting, & Barricades	1	L.S.	\$	5,000.00	\$	5,000.00	\$	6,500.00	\$	6,500.00	\$	3,000.00
3	Class A Excavation	307	C.Y.	\$	3,070.00	\$	3,070.00	\$	13,815.00	\$	13,815.00	\$	25.75
4	Lime	80	Tons	\$	175.00	\$	10,500.00	\$	45.00	\$	3,600.00	\$	185.00
5	Lime Stabilized Subgrade (12")	1,875	S.Y.	\$	13,125.00	\$	2,580.00	\$	21.25	\$	39,843.75	\$	17.00
6	Erosion Control Barrier (Silt Fence)	215	L.F.	\$	12.00	\$	2,580.00	\$	2.50	\$	537.50	\$	3.50
7	Crushed Aggregate Base Course (6")	1,875	S.Y.	\$	18,750.00	\$	124,530.00	\$	10.75	\$	20,156.25	\$	8.00
8	P.C.C. Pavement (8")	1,778	S.Y.	\$	70.00	\$	124,530.00	\$	56.75	\$	100,958.25	\$	56.15
9	Saw Cut	223	L.F.	\$	1,561.00	\$	1,561.00	\$	7.00	\$	1,561.00	\$	4.00
10	Existing Concrete Pavement and Base Course Removal	1,681	S.Y.	\$	19,810.00	\$	19,810.00	\$	11.00	\$	21,791.00	\$	9.20
11	Refractored Pavement Marking	356	S.F.	\$	1,068.00	\$	1,068.00	\$	9.95	\$	3,542.20	\$	12.75
12	Non-Reflected Pavement Marking	712	S.F.	\$	2,136.00	\$	2,136.00	\$	5.88	\$	4,044.16	\$	9.50
13	Pre-Reflected Underdrain	735	L.F.	\$	22,050.00	\$	22,050.00	\$	10.75	\$	7,901.25	\$	12.25
14	Non-Perforated Outlet Pipe (4")	64	L.F.	\$	960.00	\$	960.00	\$	16.25	\$	1,040.00	\$	46.50
15	Splash Pad	2	Ea.	\$	750.00	\$	1,500.00	\$	835.00	\$	1,670.00	\$	750.00
16	Seeding	0.9	Ac.	\$	4,000.00	\$	3,600.00	\$	1,500.00	\$	1,350.00	\$	2,520.00
17	Mulching	2,000	L.F.	\$	5.00	\$	10,000.00	\$	1.50	\$	3,000.00	\$	1.70
18	Underground Cable (1/2" #8 AWG, 5kV, XLP/USE)	770	L.F.	\$	3.00	\$	2,310.00	\$	1.00	\$	770.00	\$	2.25
19	Bare Counterpoise Wire (#6 AWG) In Separate Trench	405	L.F.	\$	2.00	\$	810.00	\$	1.00	\$	405.00	\$	2.25
20	Bare Counterpoise Wire (#6 AWG) In Same Trench as Conductors	1,300	L.F.	\$	2.00	\$	2,600.00	\$	2.00	\$	2,600.00	\$	3.85
21	Cable Trenching	50	L.F.	\$	40.00	\$	2,000.00	\$	30.00	\$	1,500.00	\$	30.00
22	2-2" PVC, Schedule 80, Bore Duct Under Pavement	100	L.F.	\$	3,000.00	\$	3,000.00	\$	25.00	\$	2,500.00	\$	28.00
23	2-2" PVC, Schedule 80, Concrete Encased Electrical Duct	4	Ea.	\$	750.00	\$	3,000.00	\$	625.00	\$	2,500.00	\$	920.00
24	M.I.T.L., Base Mounted (Blue Lens)	10	Ea.	\$	650.00	\$	6,500.00	\$	425.00	\$	4,250.00	\$	600.00
25	M.I.T.L., Stake Mounted (Blue Lens)	6	Ea.	\$	150.00	\$	900.00	\$	100.00	\$	600.00	\$	175.00
26	Retroreflective Markers	1	L.S.	\$	2,000.00	\$	2,000.00	\$	1,000.00	\$	1,000.00	\$	2,352.00
27	Removal of Existing Lighting System	2	Ea.	\$	18,000.00	\$	36,000.00	\$	8,400.00	\$	16,800.00	\$	20,900.00
28	Remove and Replace Existing REIL System (Added per Addendum No. 1)			\$		\$		\$		\$		\$	
BASE BID NO. 1 (GRANT ELIGIBLE) TOTAL				\$	353,365.00	\$	318,059.36	\$	318,059.36	\$	311,566.30	\$	311,566.30
BASE BID NO. 1 (GRANT INELIGIBLE)													
1	Lime	7	Tons	\$	1,225.00	\$	1,225.00	\$	167.90	\$	1,175.30	\$	185.00
2	Lime Stabilized Subgrade (12")	224	S.Y.	\$	1,568.00	\$	1,568.00	\$	21.25	\$	4,760.00	\$	3,808.00
3	Crushed Aggregate Base Course (6")	224	S.Y.	\$	2,440.00	\$	2,440.00	\$	10.75	\$	2,408.00	\$	17.00
4	P.C.C. Pavement (8")	224	S.Y.	\$	15,680.00	\$	15,680.00	\$	56.75	\$	12,712.00	\$	56.15
BASE BID NO. 1 (GRANT INELIGIBLE) TOTAL				\$	20,713.00	\$	21,065.30	\$	21,065.30	\$	19,920.60	\$	19,920.60
BASE BID NO. 1 TOTAL				\$	374,078.00	\$	340,114.66	\$	340,114.66	\$	331,486.90	\$	331,486.90

		Emery Sapp & Sons, Inc. 2301 I-70 Drive NW Columbia, MO 65202			Midwest Heavy Construction, LLC 17001 S 291 Highway Pleasant Hill, MO 64080		
Item No.	Item Description	Quantity	Unit	Engineer's Estimate		Total Price	
				Unit Price	Total Price	Unit Price	Total Price
ADD ALTERNATE (GRANT ELIGIBLE)							
1	Temporary Marking, Lighting, & Barricades	1	L.S.	2,000.00	\$	2,000.00	\$
2	Borrow Excavation (Contractor Furnished)	1	L.S.	5,000.00	\$	5,000.00	\$
3	Erosion Control Barrier (Silt Fence)	80	L.F.	12.00	\$	960.00	\$
4	Remove Existing Drainage Structures	1	L.S.	5,000.00	\$	5,000.00	\$
5	72" CMP	80	L.F.	175.00	\$	14,000.00	\$
6	72" CMP End Section	1	Ea.	2,500.00	\$	2,500.00	\$
7	Seeding	0.3	Ac.	4,000.00	\$	1,200.00	\$
8	Mulching	0.3	Ac.	4,000.00	\$	1,200.00	\$
ADD ALTERNATE (GRANT ELIGIBLE) TOTAL				\$	\$	31,860.00	\$
BASE BID NO. 1 + ADD ALTERNATE TOTAL				\$	\$	405,938.00	\$
BASE BID NO. 2 (GRANT INELIGIBLE)							
1	Mobilization	1	L.S.	50,000.00	\$	50,000.00	\$
2	Temporary Marking & Barricades	1	L.S.	3,000.00	\$	3,000.00	\$
3	Class A Excavation	6,010	C.Y.	5.00	\$	30,050.00	\$
4	Erosion Control Barrier (Silt Fence)	120	L.F.	12.50	\$	1,500.00	\$
5	Crushed Aggregate Base Course (1 1/2")	3,269	S.Y.	15.00	\$	49,035.00	\$
6	P.C.C. Pavement (6")	3,129	S.Y.	55.00	\$	172,095.00	\$
7	Saw Cut	240	L.F.	10.00	\$	2,400.00	\$
8	Concrete Pavement Removal	167	S.Y.	20.00	\$	3,340.00	\$
9	Asphalt Pavement Removal	1,077	S.Y.	5.00	\$	5,385.00	\$
10	Gravel Surface Removal	1,760	S.Y.	2.00	\$	3,520.00	\$
11	Concrete Flume Removal	60	L.F.	10.00	\$	600.00	\$
12	Salvage Existing Rip-Rap	1	L.S.	1,000.00	\$	1,000.00	\$
13	Remove Existing Drainage Structures	1	L.S.	3,000.00	\$	3,000.00	\$
14	Non-ReflectORIZED Pavement Marking	167	S.F.	5.00	\$	835.00	\$
15	12" Storm Pipe (Revised per Addendum No. 1)	334	S.F.	5.00	\$	1,670.00	\$
16	18" Storm Pipe (Revised per Addendum No. 1)	24	L.F.	40.00	\$	960.00	\$
17	24" Storm Pipe (Revised per Addendum No. 1)	68	L.F.	50.00	\$	3,400.00	\$
18	12" RCP End Section	337	L.F.	60.00	\$	20,220.00	\$
19	18" RCP End Section	2	Ea.	750.00	\$	1,500.00	\$
20	24" RCP End Section	4	Ea.	900.00	\$	3,600.00	\$
21	5'x4' Area Inlet	1	Ea.	1,200.00	\$	1,200.00	\$
22	Aggregate Surface (4")	3	Ea.	6,500.00	\$	19,500.00	\$
23	Seeding	1,674	S.Y.	5.00	\$	8,370.00	\$
24	Mulching	1.2	Ac.	4,000.00	\$	4,800.00	\$
25	Mulching	1.2	Ac.	4,000.00	\$	4,800.00	\$
BASE BID NO. 2 (GRANT INELIGIBLE) TOTAL				\$	\$	396,760.00	\$
ADD ALTERNATE (GRANT ELIGIBLE) TOTAL				\$	\$	412,237.52	\$
BASE BID NO. 1 + ADD ALTERNATE TOTAL				\$	\$	818,175.52	\$
ADD ALTERNATE (GRANT ELIGIBLE)							
1	Temporary Marking, Lighting, & Barricades	1	L.S.	2,000.00	\$	2,000.00	\$
2	Borrow Excavation (Contractor Furnished)	1	L.S.	5,000.00	\$	5,000.00	\$
3	Erosion Control Barrier (Silt Fence)	80	L.F.	12.00	\$	960.00	\$
4	Remove Existing Drainage Structures	1	L.S.	5,000.00	\$	5,000.00	\$
5	72" CMP	80	L.F.	175.00	\$	14,000.00	\$
6	72" CMP End Section	1	Ea.	2,500.00	\$	2,500.00	\$
7	Seeding	0.3	Ac.	4,000.00	\$	1,200.00	\$
8	Mulching	0.3	Ac.	4,000.00	\$	1,200.00	\$
ADD ALTERNATE (GRANT ELIGIBLE) TOTAL				\$	\$	31,860.00	\$
BASE BID NO. 1 + ADD ALTERNATE TOTAL				\$	\$	405,938.00	\$
BASE BID NO. 2 (GRANT INELIGIBLE)							
1	Mobilization	1	L.S.	50,000.00	\$	50,000.00	\$
2	Temporary Marking & Barricades	1	L.S.	3,000.00	\$	3,000.00	\$
3	Class A Excavation	6,010	C.Y.	5.00	\$	30,050.00	\$
4	Erosion Control Barrier (Silt Fence)	120	L.F.	12.50	\$	1,500.00	\$
5	Crushed Aggregate Base Course (1 1/2")	3,269	S.Y.	15.00	\$	49,035.00	\$
6	P.C.C. Pavement (6")	3,129	S.Y.	55.00	\$	172,095.00	\$
7	Saw Cut	240	L.F.	10.00	\$	2,400.00	\$
8	Concrete Pavement Removal	167	S.Y.	20.00	\$	3,340.00	\$
9	Asphalt Pavement Removal	1,077	S.Y.	5.00	\$	5,385.00	\$
10	Gravel Surface Removal	1,760	S.Y.	2.00	\$	3,520.00	\$
11	Concrete Flume Removal	60	L.F.	10.00	\$	600.00	\$
12	Salvage Existing Rip-Rap	1	L.S.	1,000.00	\$	1,000.00	\$
13	Remove Existing Drainage Structures	1	L.S.	3,000.00	\$	3,000.00	\$
14	Non-ReflectORIZED Pavement Marking	167	S.F.	5.00	\$	835.00	\$
15	12" Storm Pipe (Revised per Addendum No. 1)	334	S.F.	5.00	\$	1,670.00	\$
16	18" Storm Pipe (Revised per Addendum No. 1)	24	L.F.	40.00	\$	960.00	\$
17	24" Storm Pipe (Revised per Addendum No. 1)	68	L.F.	50.00	\$	3,400.00	\$
18	12" RCP End Section	337	L.F.	60.00	\$	20,220.00	\$
19	18" RCP End Section	2	Ea.	750.00	\$	1,500.00	\$
20	24" RCP End Section	4	Ea.	900.00	\$	3,600.00	\$
21	5'x4' Area Inlet	1	Ea.	1,200.00	\$	1,200.00	\$
22	Aggregate Surface (4")	3	Ea.	6,500.00	\$	19,500.00	\$
23	Seeding	1,674	S.Y.	5.00	\$	8,370.00	\$
24	Mulching	1.2	Ac.	4,000.00	\$	4,800.00	\$
25	Mulching	1.2	Ac.	4,000.00	\$	4,800.00	\$
BASE BID NO. 2 (GRANT INELIGIBLE) TOTAL				\$	\$	396,760.00	\$
ADD ALTERNATE (GRANT ELIGIBLE) TOTAL				\$	\$	412,237.52	\$
BASE BID NO. 1 + ADD ALTERNATE TOTAL				\$	\$	818,175.52	\$
ADD ALTERNATE (GRANT ELIGIBLE)							
1	Temporary Marking, Lighting, & Barricades	1	L.S.	2,000.00	\$	2,000.00	\$
2	Borrow Excavation (Contractor Furnished)	1	L.S.	5,000.00	\$	5,000.00	\$
3	Erosion Control Barrier (Silt Fence)	80	L.F.	12.00	\$	960.00	\$
4	Remove Existing Drainage Structures	1	L.S.	5,000.00	\$	5,000.00	\$
5	72" CMP	80	L.F.	175.00	\$	14,000.00	\$
6	72" CMP End Section	1	Ea.	2,500.00	\$	2,500.00	\$
7	Seeding	0.3	Ac.	4,000.00	\$	1,200.00	\$
8	Mulching	0.3	Ac.	4,000.00	\$	1,200.00	\$
ADD ALTERNATE (GRANT ELIGIBLE) TOTAL				\$	\$	31,860.00	\$
BASE BID NO. 1 + ADD ALTERNATE TOTAL				\$	\$	405,938.00	\$
BASE BID NO. 2 (GRANT INELIGIBLE)							
1	Mobilization	1	L.S.	50,000.00	\$	50,000.00	\$
2	Temporary Marking & Barricades	1	L.S.	3,000.00	\$	3,000.00	\$
3	Class A Excavation	6,010	C.Y.	5.00	\$	30,050.00	\$
4	Erosion Control Barrier (Silt Fence)	120	L.F.	12.50	\$	1,500.00	\$
5	Crushed Aggregate Base Course (1 1/2")	3,269	S.Y.	15.00	\$	49,035.00	\$
6	P.C.C. Pavement (6")	3,129	S.Y.	55.00	\$	172,095.00	\$
7	Saw Cut	240	L.F.	10.00	\$	2,400.00	\$
8	Concrete Pavement Removal	167	S.Y.	20.00	\$	3,340.00	\$
9	Asphalt Pavement Removal	1,077	S.Y.	5.00	\$	5,385.00	\$
10	Gravel Surface Removal	1,760	S.Y.	2.00	\$	3,520.00	\$
11	Concrete Flume Removal	60	L.F.	10.00	\$	600.00	\$
12	Salvage Existing Rip-Rap	1	L.S.	1,000.00	\$	1,000.00	\$
13	Remove Existing Drainage Structures	1	L.S.	3,000.00	\$	3,000.00	\$
14	Non-ReflectORIZED Pavement Marking	167	S.F.	5.00	\$	835.00	\$
15	12" Storm Pipe (Revised per Addendum No. 1)	334	S.F.	5.00	\$	1,670.00	\$
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17	24" Storm Pipe (Revised per Addendum No. 1)	68	L.F.	50.00	\$	3,400.00	\$
18	12" RCP End Section	337	L.F.	60.00	\$	20,220.00	\$
19	18" RCP End Section	2	Ea.	750.00	\$	1,500.00	\$
20	24" RCP End Section	4	Ea.	900.00	\$	3,600.00	\$
21	5'x4' Area Inlet	1	Ea.	1,200.00	\$	1,200.00	\$
22	Aggregate Surface (4")	3	Ea.	6,500.00	\$	19,500.00	\$
23	Seeding	1,674	S.Y.	5.00	\$	8,370.00	\$
24	Mulching	1.2	Ac.	4,000.00	\$	4,800.00	\$
25	Mulching	1.2	Ac.	4,000.00	\$	4,800.00	\$
BASE BID NO. 2 (GRANT INELIGIBLE) TOTAL				\$	\$	396,760.00	\$
ADD ALTERNATE (GRANT ELIGIBLE) TOTAL				\$	\$	412,237.52	\$
BASE BID NO. 1 + ADD ALTERNATE TOTAL				\$	\$	818,175.52	\$
ADD ALTERNATE (GRANT ELIGIBLE)							
1	Temporary Marking, Lighting, & Barricades	1	L.S.	2,000.00	\$	2,000.00	\$
2	Borrow Excavation (Contractor Furnished)	1	L.S.	5,000.00	\$	5,000.00	\$
3	Erosion Control Barrier (Silt Fence)	80	L.F.	12.00	\$	960.00	\$
4	Remove Existing Drainage Structures	1	L.S.	5,000.00	\$	5,000.00	\$
5	72" CMP	80	L.F.	175.00	\$	14,000.00	\$
6	72" CMP End Section	1	Ea.	2,500.00	\$	2,500.00	\$
7	Seeding	0.3	Ac.	4,000.00	\$	1,200.00	\$
8	Mulching	0.3	Ac.	4,000.00	\$	1,200.00	\$
ADD ALTERNATE (GRANT ELIGIBLE) TOTAL				\$	\$	31,860.00	\$
BASE BID NO. 1 + ADD ALTERNATE TOTAL				\$	\$	405,938.00	\$
BASE BID NO. 2 (GRANT INELIGIBLE)							
1	Mobilization	1	L.S.	50,000.00	\$	50,000.00	\$
2	Temporary Marking & Barricades	1	L.S.	3,000.00	\$	3,000.00	\$
3	Class A Excavation	6,010	C.Y.	5.00	\$	30,050.00	\$
4	Erosion Control Barrier (Silt Fence)	120	L.F.	12.50	\$	1,500.00	\$
5	Crushed Aggregate Base Course (1 1/2")	3,269	S.Y.	15.00	\$	49,035.00	\$
6	P.C.C. Pavement (6")	3,129	S.Y.	55.00	\$	172,095.00	\$
7	Saw Cut	240	L.F.	10.00	\$	2,400.00	\$
8	Concrete Pavement Removal	167	S.Y.	20.00	\$	3,340.00	\$
9	Asphalt Pavement Removal	1,077	S.Y.	5.00	\$	5,385.00	\$
10	Gravel Surface Removal	1,760	S.Y.	2.00	\$	3,520.00	\$
11	Concrete Flume Removal	60	L.F.	10.00	\$	600.00	\$
12	Salvage Existing Rip-Rap	1	L.S.	1,000.00	\$	1,000.00	\$
13	Remove Existing Drainage Structures	1	L.S.	3,000.00	\$	3,000.00	\$
14	Non-ReflectORIZED Pavement Marking	167	S.F.	5.00	\$	835.00	\$
15	12" Storm Pipe (Revised per Addendum No. 1)	334	S.F.	5.00	\$	1,670.00	\$
16	18" Storm Pipe (Revised per Addendum No. 1)	24	L.F.	40.00	\$	960.00	\$
17	24" Storm Pipe (Revised per Addendum No. 1)	68	L.F.	50.00	\$	3,400.00	\$
18	12" RCP End Section	337	L.F.	60.00	\$	20,220.00	\$
19	18" RCP End Section	2	Ea.	750.00	\$	1,500.00	\$
20	24" RCP End Section	4	Ea.	900.00	\$	3,600.00	\$
21	5'x4' Area Inlet	1	Ea.	1,200.00	\$	1,200.00	\$
22	Aggregate Surface (4")	3	Ea.	6,500.00	\$	19,500.00	\$
23	Seeding	1,674	S.Y.	5.00	\$	8,370.00	\$
24	Mulching	1.2	Ac.	4,000.00	\$	4,800.00	\$
25	Mulching	1.2	Ac.	4,000.00	\$	4,800.00	\$
BASE BID NO. 2 (GRANT INELIGIBLE) TOTAL				\$	\$	396,76	

Item No.	Item Description	Quantity	Unit	KAT Excavation, Inc.		Lehman Construction LLC		Phillips Hardy, Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BASE BID NO. 1 (GRANT ELIGIBLE)									
1	Mobilization	1	L.S.	\$ 74,536.00	\$ 74,536.00	\$ 137,250.00	\$ 137,250.00	\$ 136,000.00	\$ 136,000.00
2	Temporary Marking, Lighting, & Barricades	1	L.S.	\$ 15,000.00	\$ 15,000.00	\$ 9,000.00	\$ 9,000.00	\$ 47,300.00	\$ 47,300.00
3	Class A Excavation	307	C.Y.	\$ 18.00	\$ 5,526.00	\$ 30.00	\$ 9,210.00	\$ 29.00	\$ 8,903.00
4	Lime	80	Tons	\$ 210.00	\$ 16,800.00	\$ 169.00	\$ 13,520.00	\$ 188.00	\$ 15,040.00
5	Lime Stabilized Subgrade (12")	1,875	S.Y.	\$ 2.80	\$ 5,250.00	\$ 18.75	\$ 34,906.25	\$ 17.50	\$ 32,812.50
6	Erosion Control Barrier (Sill Fence)	215	L.F.	\$ 2.90	\$ 623.50	\$ 2.50	\$ 537.50	\$ 23.50	\$ 5,052.50
7	Crushed Aggregate Base Course (6")	1,875	S.Y.	\$ 5.76	\$ 10,800.00	\$ 8.00	\$ 15,000.00	\$ 11.00	\$ 20,625.00
8	P.C.C. Pavement (6")	1,779	S.Y.	\$ 69.00	\$ 122,791.00	\$ 58.00	\$ 103,182.00	\$ 74.00	\$ 131,646.00
9	Saw Cut	223	L.F.	\$ 5.00	\$ 1,115.00	\$ 5.00	\$ 1,115.00	\$ 12.00	\$ 2,676.00
10	Existing Concrete Pavement and Base Course Removal	1,981	S.Y.	\$ 10.50	\$ 20,800.50	\$ 10.00	\$ 19,810.00	\$ 19.50	\$ 38,629.50
11	ReflectORIZED Pavement Marking	366	S.F.	\$ 4.75	\$ 1,737.50	\$ 10.00	\$ 3,660.00	\$ 4.75	\$ 1,737.50
12	Non-ReflectORIZED Pavement Marking	712	S.F.	\$ 3.50	\$ 2,492.00	\$ 10.00	\$ 7,120.00	\$ 4.75	\$ 3,362.00
13	Prefabricated Underdrain	735	L.F.	\$ 10.40	\$ 7,644.00	\$ 12.00	\$ 8,820.00	\$ 32.50	\$ 23,887.50
14	Non-Perforated Outlet Pipe (4")	64	L.F.	\$ 18.00	\$ 1,152.00	\$ 20.00	\$ 1,280.00	\$ 32.50	\$ 2,080.00
15	Splash Pad	2	Ea.	\$ 900.00	\$ 1,800.00	\$ 1,000.00	\$ 2,000.00	\$ 2,070.00	\$ 4,140.00
16	Seeding	0.9	Ac.	\$ 2,250.00	\$ 2,025.00	\$ 1,500.00	\$ 1,350.00	\$ 6,500.00	\$ 5,850.00
17	Mulching	0.9	Ac.	\$ 2,250.00	\$ 2,025.00	\$ 1,500.00	\$ 1,350.00	\$ 3,540.00	\$ 3,186.00
18	Underground Cable (1/c, #8 AWG, 5KV, XLP/USE)	2,000	L.F.	\$ 2.50	\$ 5,000.00	\$ 1.50	\$ 3,000.00	\$ 1.80	\$ 3,600.00
19	Bare Counterpoise Wire (#6 AWG) in Separate Trench	770	L.F.	\$ 3.50	\$ 2,695.00	\$ 1.00	\$ 770.00	\$ 2.35	\$ 1,809.50
20	Bare Counterpoise Wire (#6 AWG) in Same Trench as Conductors	405	L.F.	\$ 1.50	\$ 607.50	\$ 1.00	\$ 405.00	\$ 2.35	\$ 951.75
21	Cable Trenching	1,300	L.F.	\$ 8.50	\$ 11,050.00	\$ 2.00	\$ 2,600.00	\$ 3.85	\$ 5,005.00
22	2-2" PVC, Schedule 80, Concrete Encased Electrical Duct	50	L.F.	\$ 30.00	\$ 1,500.00	\$ 30.00	\$ 1,500.00	\$ 31.50	\$ 1,575.00
23	2" PVC, Schedule 80, Bore Duct Under Pavement	100	L.F.	\$ 35.00	\$ 3,500.00	\$ 25.00	\$ 2,500.00	\$ 29.50	\$ 2,950.00
24	M.I.T.L., Base Mounted (Blue Lens)	4	Ea.	\$ 1,200.00	\$ 4,800.00	\$ 625.00	\$ 2,500.00	\$ 969.00	\$ 3,876.00
25	M.I.T.L., Stake Mounted (Blue Lens)	10	Ea.	\$ 850.00	\$ 8,500.00	\$ 425.00	\$ 4,250.00	\$ 633.00	\$ 6,330.00
26	Retroreflective Markers	6	Ea.	\$ 350.00	\$ 2,100.00	\$ 100.00	\$ 600.00	\$ 185.00	\$ 1,110.00
27	Removal of Existing Lighting System	1	L.S.	\$ 4,000.00	\$ 4,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,480.00	\$ 2,480.00
28	Remove and Replace Existing REIL System (Added per Addendum No. 1)	2	Ea.	\$ 20,000.00	\$ 40,000.00	\$ 9,400.00	\$ 18,800.00	\$ 22,100.00	\$ 44,200.00
				BASE BID NO. 1 (GRANT ELIGIBLE) TOTAL	\$ 385,083.50	\$ 400,055.75	\$ 563,628.25	\$	\$
BASE BID NO. 1 (GRANT INELIGIBLE)									
1	Lime Stabilized Subgrade (12")	7	Tons	\$ 210.00	\$ 1,470.00	\$ 169.00	\$ 1,183.00	\$ 188.00	\$ 1,316.00
2	Lime Stabilized Subgrade (12")	224	S.Y.	\$ 12.00	\$ 2,688.00	\$ 16.75	\$ 3,752.00	\$ 17.50	\$ 3,920.00
3	Crushed Aggregate Base Course (6")	224	S.Y.	\$ 7.80	\$ 1,726.40	\$ 8.00	\$ 1,792.00	\$ 17.00	\$ 3,808.00
4	P.C.C. Pavement (6")	224	S.Y.	\$ 69.00	\$ 15,456.00	\$ 58.00	\$ 12,992.00	\$ 105.00	\$ 23,520.00
				BASE BID NO. 1 (GRANT INELIGIBLE) TOTAL	\$ 21,316.40	\$ 19,719.00	\$ 32,634.00	\$	\$
				BASE BID NO. 1 TOTAL	\$ 406,399.90	\$ 419,774.75	\$ 586,262.25	\$	\$

Item No.	Item Description	Quantity	Unit	KAT Excavation, Inc.		Lehman Construction LLC		Phillips Hardy, Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
ADD ALTERNATE (GRANT ELIGIBLE)									
1	Temporary Marking, Lighting, & Barricades	1	L.S.	3,500.00	\$ 3,500.00	\$	\$	23,600.00	\$ 23,600.00
2	Borrow Excavation (Contractor Furnished)	1	L.S.	11,200.00	\$ 11,200.00	\$	\$	11,600.00	\$ 11,600.00
3	Erosion Control Barrier (Silt Fence)	80	L.F.	2.80	\$ 224.00	\$	\$	23.50	\$ 1,880.00
4	Remove Existing Drainage Structures	1	L.S.	7,200.00	\$ 7,200.00	\$	\$	6,420.00	\$ 6,420.00
5	72" CMP	80	L.F.	175.00	\$ 14,000.00	\$	\$	189.00	\$ 15,120.00
6	72" CMP End Section	1	End	3,500.00	\$ 3,500.00	\$	\$	7,300.00	\$ 7,300.00
7	Seeding	0.3	Ac.	2,250.00	\$ 675.00	\$	\$	6,500.00	\$ 1,950.00
8	Mulching	0.3	Ac.	2,250.00	\$ 675.00	\$	\$	3,940.00	\$ 1,062.00
ADD ALTERNATE (GRANT ELIGIBLE) TOTAL				\$	\$ 40,982.00	\$	\$ 30,100.00	\$	\$ 66,932.00
BASE BID NO. 1 + ADD ALTERNATE TOTAL				\$	\$ 447,381.80	\$	\$ 448,874.75	\$	\$ 655,194.25
ADD ALTERNATE (GRANT INELIGIBLE)									
1	Mobilization	1	L.S.	80,733.00	\$ 80,733.00	\$	\$	132,000.00	\$ 132,000.00
2	Temporary Marking & Barricades	1	L.S.	12,500.00	\$ 12,500.00	\$	\$	29,500.00	\$ 29,500.00
3	Class A Excavation	6,010	C.Y.	5.32	\$ 31,973.20	\$	\$	24.50	\$ 147,245.00
4	Erosion Control Barrier (Silt Fence)	120	L.F.	2.90	\$ 348.00	\$	\$	23.50	\$ 2,820.00
5	Crushed Aggregate Base Courses (12")	3,269	S.Y.	11.52	\$ 37,656.88	\$	\$	31.50	\$ 102,973.50
6	P.C.C. Pavement (6")	3,129	S.Y.	70.00	\$ 219,030.00	\$	\$	75.00	\$ 234,675.00
7	Saw Cut	240	L.F.	5.00	\$ 1,200.00	\$	\$	12.00	\$ 2,880.00
8	Concrete Pavement Removal	167	S.Y.	18.00	\$ 3,006.00	\$	\$	66.00	\$ 11,356.00
9	Asphalt Pavement Removal	1,077	S.Y.	7.50	\$ 8,077.50	\$	\$	27.50	\$ 29,817.50
10	Gravel Surface Removal	1,780	S.Y.	5.50	\$ 9,790.00	\$	\$	8.25	\$ 14,665.00
11	Concrete Flume Removal	60	L.F.	30.00	\$ 1,800.00	\$	\$	18.50	\$ 1,110.00
12	Salvage Existing Rip-Rep	1	L.S.	1,200.00	\$ 1,200.00	\$	\$	10,400.00	\$ 10,400.00
13	Remove Existing Drainage Structures	1	L.S.	9,360.00	\$ 9,360.00	\$	\$	30,800.00	\$ 30,800.00
14	Reflectorized Pavement Marking	187	S.F.	4.75	\$ 793.25	\$	\$	3.55	\$ 592.85
15	Non-Reflectorized Pavement Marking	334	S.F.	3.50	\$ 1,169.00	\$	\$	4.75	\$ 1,586.50
16	12" Storm Pipe (Revised per Addendum No. 1)	24	L.F.	32.00	\$ 768.00	\$	\$	75.50	\$ 1,812.00
17	18" Storm Pipe (Revised per Addendum No. 1)	88	L.F.	39.00	\$ 3,432.00	\$	\$	44.00	\$ 3,872.00
18	24" Storm Pipe (Revised per Addendum No. 1)	337	L.F.	42.00	\$ 14,154.00	\$	\$	72.00	\$ 24,264.00
19	12" RCP End Section	2	End	600.00	\$ 1,200.00	\$	\$	3,070.00	\$ 6,140.00
20	18" RCP End Section	4	End	900.00	\$ 3,600.00	\$	\$	3,240.00	\$ 12,960.00
21	24" RCP End Section	1	End	1,200.00	\$ 1,200.00	\$	\$	3,430.00	\$ 3,430.00
22	5x4' Area Inlet	3	End	3,100.00	\$ 9,300.00	\$	\$	9,300.00	\$ 27,900.00
23	Aggregate Surface (4")	1,674	S.Y.	5.50	\$ 9,207.00	\$	\$	6.40	\$ 14,061.60
24	Seeding	1.2	Ac.	2,250.00	\$ 2,700.00	\$	\$	6,900.00	\$ 7,800.00
25	Mulching	1.2	Ac.	2,250.00	\$ 2,700.00	\$	\$	3,540.00	\$ 4,248.00
ADD ALTERNATE (GRANT INELIGIBLE) TOTAL				\$	\$ 468,899.83	\$	\$ 531,018.00	\$	\$ 856,728.95



MEMO

To: Gary Edwards, City Administrator
From: Andrew S. Burt, Chief Building Official *ASB*
Date: September 1, 2016
Subject: Bids For Demolition

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

2500 East 7th Street

Morton Custom Contracting	\$5,800.00
B & P Excavating	\$5,000.00
Schultz Wrecking	\$4,500.00

Recommend awarding bid to Schultz Wrecking in the amount of **\$4,500.00**

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND GASKIN HILL NORCROSS OF MISSOURI, INC. FOR ARCHITECTURAL SERVICES RELATING TO THE CONSTRUCTION OF A NEW POLICE DEPARTMENT HEADQUARTERS AND RENOVATIONS TO SELECT AREAS OF THE SEDALIA MUNICIPAL BUILDING.

WHEREAS, the City of Sedalia, Missouri has received a proposal from Gaskin Hill Norcross of Missouri, Inc.; and

WHEREAS, under the proposal, and as consideration therefore, the City of Sedalia, Missouri shall pay Gaskin Hill Norcross of Missouri, Inc. a sum equal to Seven percent (7%) of the cost of work for architectural services related to the construction of a new Police Department Headquarters and renovations to select areas of the Sedalia Municipal Building as more fully described in the proposed agreement attached to this ordinance as Exhibit A and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Gaskin Hill Norcross of Missouri, 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 has been proposed.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 6th day of September 2016.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of September 2016.

Stephen J. Galliher, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk



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Document B104[™] – 2007

Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

AGREEMENT made as of the 29th day of August in the year 2016
(*In words, indicate day, month and year.*)

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

City of Sedalia
200 S. Osage Avenue
Sedalia, Missouri 65301
Telephone Number: 660-827-3000

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

Gaskin Hill Norcross of Missouri, Inc.
300 S. Jefferson Avenue, Suite 301
Springfield, MO 65806
Telephone Number: 417-869-0719
Fax Number: 417-869-3044

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

Sedalia Project No. 2016-10-25-353-42
Police Department Headquarters and City Hall Renovations

1. New building and related site development at the northwest corner of 3rd Street and Kentucky Avenue for the Police Department.
2. Renovations to selected portions of the existing City Hall building at 200 S. Osage Avenue.
3. Other related future phases as directed by the Owner or represented in the 2015 Feasibility Study for these programs and facilities.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
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7	COPYRIGHTS AND LICENSES
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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Site and program are as described in the Police Department Feasibility Study dated February 16, 2016. Subsequent amendments to this report established the Police Department program area as 17,622 square feet, with a target Cost of the Work at \$4,555,882 plus design fees and land acquisition costs. Limited renovations to the existing City Hall building were described in the "Additional Options" section of the amended report, with the Cost of the Work at \$360,813 plus design fees at the same ratio.

The conceptual site design for the Police Department represents a net change of impervious area that is close to the thresholds that would require storm water detention and water quality features on the redeveloped site. In the interest of the project budget, the Architect proposes that the initial design objectives include designing the site to stay below these applicable thresholds as part of Basic Services. If the final design must exceed this intention in order to satisfy the Owner's program requirements, then the related Civil Engineering components for storm water detention and water quality features would be provided by the Architect's consultant on a Time and Material basis as Additional Services described herein.

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

§ 3.2 DESIGN PHASE SERVICES

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

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

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

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

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

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

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

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

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

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

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

§ 3.4 CONSTRUCTION PHASE SERVICES

§ 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

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

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 SUBMITTALS

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

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

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 PROJECT COMPLETION

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)

§4.1.1 Site design (including, but not limited to the building position and floor elevation, parking layout, curbs, driveways, topography, drainage pattern, basic planting plan, and exterior lighting) is included as part of Basic Services. If required due to the total size of development, civil engineering for storm water detention and water

quality components shall be provided by the Architect's consultant as an Additional Service on a Time and Materials basis.

§4.1.2 Architect shall obtain authorization from the Owner for any other proposed Additional Services.

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services up to twenty-four (24) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, topography, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

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

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

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

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

Init.

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

ARTICLE 6 COST OF THE WORK

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

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

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

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

Init.

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 MEDIATION

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

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

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

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other *(Specify)*

§ 8.3 ARBITRATION

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

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

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

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

§ 8.3.4 CONSOLIDATION OR JOINDER

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

ARTICLE 11 COMPENSATION

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

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

A sum equal to Seven percent (7.0%) of the Cost of the Work, pro-rated by project phase as described in §11.5 below.

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

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

§11.2.1 For detention and water quality features as described in §4.1.1 (if required), the direct cost of the Architect's civil engineering consultant shall be reimbursed as an Additional Service. The Architect's portion of services to coordinate these features is part of Basic Services.

§11.2.2 Unless otherwise agreed in writing, other Additional Services shall be provided on an hourly basis as described in §11.7 below.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

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

On an hourly basis as described in §11.7 below.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0.00 %), or as otherwise stated below:

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

Schematic Design Phase	ten percent (10	%)
Design Development Phase	fifteen percent (15	%)
Construction Documents Phase	fifty percent (50	%)
Bidding Phase	five percent (5	%)
Construction Phase	twenty percent (20	%)

(Row deleted)

Total Basic Compensation	one hundred percent (100	%)
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§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

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

See "Exhibit A", attached.

Employee or Category

Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

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

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0.00 %) of the expenses incurred.

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

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

In lieu of a licensing fee, the Owner shall defend, indemnify, and hold harmless the Architect for any claim resulting from the use of the Architect's Instruments of Service.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

1.5 % per month

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement incorporates the following documents listed below:

(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

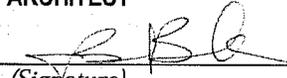
| AIA Document B253-2007 Standard Form of Architect's Services: Furniture, Furnishings and Equipment Design

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

OWNER

ARCHITECT

(Signature)


(Signature)

Digitally signed by JW Brad Baker

Date: 2016.08.30 14:01:58 -05'00'

(Printed name and title)

J.W. Brad Baker, President

(Printed name and title)

Init.



300 S. Jefferson Ste 301
Springfield, Missouri 65806

SCHEDULE OF HOURLY RATES

EXHIBIT "A"

Hourly Rates for Basic Services, Additional Services and Project Representation beyond Basic Services:

Principals

Principal Level 4	\$ 200	per hour
Principal Level 3	\$ 175	per hour
Principal Level 2	\$ 150	per hour
Principal Level 1	\$ 125	per hour

Architects

Project Manager Architect	\$ 110	per hour
Architect Level 4	\$ 95	per hour
Architect Level 3	\$ 85	per hour
Architect Level 2	\$ 75	per hour
Architect Level 1	\$ 70	per hour
Landscape Architect	\$ 90	per hour

Engineers

Project Manager Engineer	\$ 125	per hour
Engineer Level 6	\$ 100	per hour
Engineer Level 5	\$ 75	per hour
Engineer Level 4	\$ 70	per hour
Engineer Level 3	\$ 65	per hour
Engineer Level 2	\$ 60	per hour
Engineer Level 1	\$ 55	per hour

Technical Staff or Interns

Technical Staff or Intern Level 7, 8	\$ 85	per hour
Technical Staff or Intern Level 5, 6	\$ 70	per hour
Technical Staff or Intern Level 3, 4	\$ 65	per hour
Technical Staff or Intern Level 1, 2	\$ 60	per hour

Interior Design

Interior Designer	\$ 70	per hour
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Administrative and Clerical

Administrative Staff	\$ 75	per hour
Clerical Staff Level 2	\$ 60	per hour
Clerical Staff Level 1	\$ 50	per hour

Mileage Reimbursement (When Applicable)

2016 IRS Rate	\$0.540	per mile
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AIA[®]

Document B253™ – 2007

Standard Form of Architect's Services: Furniture, Furnishings and Equipment Design

for the following **PROJECT:**
(Name and location or address)

Sedalia Project No. 2016-10-25-353-42
Police Department Headquarters and City Hall Renovations

THE OWNER:
(Name, legal status and address)

City of Sedalia
200 S. Osage Avenue
Sedalia, Missouri 65301
Telephone Number: 660-827-3000

THE ARCHITECT:
(Name, legal status and address)

Gaskin Hill Norcross of Missouri, Inc.
300 S. Jefferson Avenue, Suite 301
Springfield, MO 65806
Telephone Number: 417-869-0719
Fax Number: 417-869-3044

THE AGREEMENT

This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the 29th day of August in the year 2016.

(In words, indicate day, month and year.)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 FURNITURE, FURNISHINGS AND EQUIPMENT SERVICES
- 3 ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION
- 6 SPECIAL TERMS AND CONDITIONS

ARTICLE 1 INITIAL INFORMATION

The Architect's performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the Architect to Additional Services.

(List below information, including conditions or assumptions, that will affect the Architect's performance.)

ADDITIONS AND DELETIONS:

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

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

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with G802™-2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

ARTICLE 2 FURNITURE, FURNISHINGS AND EQUIPMENT SERVICES

§ 2.1 The Architect shall consult with the Owner, research applicable criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.2 The Architect shall identify milestone dates for decisions required by the Owner, services furnished by the Architect and completion of documentation to be provided by the Architect. The Architect shall coordinate the Furniture, Furnishings and Equipment Design Services schedule with the Owner's Project schedule.

§ 2.3 The Architect shall submit documents to the Owner at intervals appropriate to the process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely upon approvals received from the Owner to complete the Furniture, Furnishings and Equipment Design Services.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not (1) accept trade discounts, (2) have a significant financial interest, or (3) undertake any activity or employment or accept any contribution if it would reasonably appear that such activity, employment, interest or contribution could compromise the Architect's professional judgment.

§ 2.5 PROGRAMMING PHASE SERVICES

§ 2.5.1 The Architect shall consult with representatives of the Owner to review the applicable requirements of the Project in order to understand the goals and objectives of the Owner with respect to their impact on the Owner's furniture, furnishings and equipment requirements.

§ 2.5.2 The Architect shall assist the Owner in the preparation of a budget for the Work.

§ 2.5.3 The Architect shall gather information furnished by the Owner's designated representatives to aid the Architect in understanding the Owner's furniture, furnishings and equipment requirements.

§ 2.5.4 The Architect shall develop personnel space standards based upon an evaluation of the existing conditions at the Owner's facilities, and the functional requirements and standards of the Owner. Personnel space standards shall take into consideration the design and layout of furniture system workstation environments, if applicable. The proposed space standards shall be submitted for the Owner's review and approval.

§ 2.5.5 The Architect shall develop a general understanding of the Owner's equipment requirements, including data, telecommunications, and reproduction equipment related to furniture, furnishings and equipment.

§ 2.5.6 The Architect shall prepare a written summary of observations and make recommendations with respect to the planning of the facility for the Owner's review and approval.

§ 2.6 SCHEMATIC DESIGN PHASE SERVICES

§ 2.6.1 Based on the approved written program, the Architect shall prepare the design concept for the furniture, furnishings and equipment of the Project, indicating the types and quality.

§ 2.6.2 The Architect shall review with the Owner alternative designs and methods for procurement of the furniture, furnishings and equipment.

§ 2.6.3 The Architect shall assist the Owner in the preparation of a preliminary Project schedule and estimate of the Cost of the Work.

§ 2.7 DESIGN DEVELOPMENT PHASE SERVICES

§ 2.7.1 Based on the approved Schematic Design, the Architect shall obtain product data and prepare illustrations for furniture, furnishings and equipment as may be appropriate for the Project, including specially designed items or elements, to indicate finished appearance and functional operation.

§ 2.7.2 The Architect shall illustrate the design character of the Project. Such illustrations may include drawings, plans, elevations, renderings, photographs, and samples of actual materials, colors and finishes.

§ 2.7.3 The Architect shall assist the Owner in the preparation of adjustments to the preliminary schedule and estimate of the Cost of the Work.

§ 2.8 CONTRACT DOCUMENTS PHASE SERVICES

§ 2.8.1 Based on the approved Design Development drawings and other documents, including schedule and estimate of the Cost of the Work, the Architect shall prepare Drawings, Specifications and other documents required to describe the requirements for the fabrication, procurement, shipment, delivery and installation of furniture, furnishings and equipment for the Project.

§ 2.8.2 The Architect shall assist the Owner in the preparation of the necessary Quotation Documents.

§ 2.9 QUOTATION PHASE SERVICES

§ 2.9.1 The Architect shall assist the Owner in establishing a list of proposed vendors for furniture, furnishings and equipment.

§ 2.9.2 The Architect shall assist the Owner in obtaining quotations for furniture, furnishings and equipment.

§ 2.9.3 The Architect shall prepare written responses to questions from vendors preparing quotations and provide written clarifications and interpretations of the Quotation Documents in the form of addenda.

§ 2.9.4 The Architect shall assist the Owner in the review of quotations including conformance with the design concept expressed in the Contract Documents.

§ 2.9.5 Quotation Documents include the Quotation Requirements and the proposed Contract Documents.

§ 2.9.6 The Architect shall assist the Owner in awarding and preparing agreements with vendors.

§ 2.9.7 If the Owner and Architect agree that the Architect will purchase furniture, furnishings and equipment on behalf of the Owner with funds provided by the Owner, the duties and compensation related to such additional services shall be set forth in a separate agreement.

§ 2.10 FURNITURE, FURNISHINGS AND EQUIPMENT CONTRACT ADMINISTRATION PHASE SERVICES

§ 2.10.1 The Architect shall provide administration of the contracts for furniture, furnishings and equipment only as set forth below and in AIA Document A251™-2007, General Conditions of the Contract for Furniture, Furnishings and Equipment.

§ 2.10.2 The Architect will assist the Owner in coordinating schedules for fabrication, delivery and installation of the Work, but will not be responsible for any failure of a Vendor to meet schedules for completion or to perform its respective duties and responsibilities in conformance with such schedules.

§ 2.10.3 The Architect shall review and approve or take other appropriate action upon a Vendor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 2.10.4 As the buyer of goods, the Owner shall receive, inspect, and accept or reject furniture, furnishings and equipment at the time of their delivery to the premises and installation unless otherwise agreed. The Architect is not authorized to act as the Owner's agent in contractual matters.

§ 2.10.5 The Architect shall review final placement and inspect for damage, quality, assembly and function in order to determine that furniture, furnishings and equipment are in accordance with the requirements of the Contract Documents. The Architect may recommend to the Owner acceptance or rejection of furniture, furnishings and equipment.

§ 2.10.6 The Architect shall visit the Project premises at intervals appropriate to the stage of the Vendor's installation to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect shall not have control over, charge of, or be responsible for the means, methods, techniques, sequences or procedures of fabrication, shipment, delivery or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 In addition to the Furniture, Furnishings and Equipment Design Services described above, the Architect shall provide the following Additional Services only if specifically designated below as the Architect's responsibility. The Architect shall perform such Additional Services in accordance with a service description provided in Section 3.2 or attached as an exhibit to this services document.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.2 or in an exhibit attached to this services document. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 3.2 below or an exhibit attached to this document and identified below)
§ 3.1.1 Measured Drawings	Not Provided	
§ 3.1.2 Existing FF&E Inventory	Architect	Section 3.2.1 below
§ 3.1.3 Valuations/Appraisals of Existing FF&E	Not Provided	
§ 3.1.4 Special Studies and Surveys	Not Provided	
§ 3.1.5 Graphics & Signage Design	Architect	Included in Basic Services of original Agreement referenced above, to be bid with the building.
§ 3.1.6 Art Selection and/or Procurement	Not Provided	
§ 3.1.7 Special Consultants	Not Provided	
§ 3.1.8 Studies Related to Future FF&E	Not Provided	
§ 3.1.9 Detailed Cost Estimates	Architect	Section 3.2.2 below
§ 3.1.10 Detailed Quotation Review	Architect	Section 3.2.3 below
§ 3.1.11 Receive/Inspect/Accept/Reject Furniture	Not Provided	
§ 3.1.12 Post-Occupancy Evaluations	Not Provided	
§ 3.1.13 Operating Cost Analysis	Not Provided	
§ 3.1.14 Extending Services after Project Completion	Not Provided	
§ 3.1.15 Reviewing Extensive Number of Claims	Not Provided	
§ 3.1.16 Vendor Default Services	Not Provided	
§ 3.1.17 Damage Replacement Consulting	Not Provided	
§ 3.1.18 Public or Legal Proceedings Activities	Not Provided	
§ 3.1.19 On-Site Project Representation (B207™-2008)	Not Provided	

§ 3.2 DESCRIPTIONS OF ADDITIONAL SERVICES

(Insert a description of each service in Section 3.1 the Architect shall provide if not further described in an exhibit attached to this document.)

§3.2.1 Architect shall measure and inventory the selected furnishings and equipment that the Owner identifies as likely candidates for integration into the new or renovated spaces.

§3.2.2 If requested, detailed cost estimates shall be performed on an hourly basis per the Architect's standard hourly rates as listed in the original agreement B104-1997, unless otherwise negotiated. In lieu of this service, Architect shall rely on cost opinions provided by vendors during the design process and communicate the same to the Owner.

§3.2.3 Architect shall evaluate the quotations received from vendors for general conformity with the Drawings and Specifications and make recommendations to the Owner. However, these recommendations shall not create liability for the Architect regarding the completeness of the vendor quotations received.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall be responsible for negotiations and obligations of the lease, if any, and shall serve as the contact with the landlord. The Owner shall provide information contained in the lease or landlord correspondence relevant to the Project.

§ 4.2 The Owner shall be responsible for the relocation or removal of existing furniture, furnishings and equipment, and the contents from the facility, unless specifically designated otherwise in Article 6.

§ 4.3 The Owner shall establish and update an overall budget for the Project, including the Cost of the Work, the Owner's other costs and reasonable contingencies related to all of these costs. The Cost of the Work shall be the total cost including applicable taxes or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect. A reasonable allowance for contingencies shall be included for market conditions at the time of quotations and for changes in the Work. The Cost of the Work does not include the compensation of the Architect and Architect's consultants, the costs of financing or other costs that are the responsibility of the Owner.

ARTICLE 5 COMPENSATION

§ 5.1 For the Architect's Furniture, Furnishings and Equipment Services described under Article 2, the Owner shall compensate the Architect as follows:

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

Fee shall be calculated as seven percent (7.0%) of the Cost of the Work.

§ 5.2 For Additional Services provided under Section 3.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly rates as listed in §11.7 of the original B104-1997 Agreement referenced above.

§ 5.3 Compensation for Additional Services of the Architect's consultants when not included in Section 5.2, shall be the amount invoiced to the Architect plus zero percent (0.00 %), or as otherwise stated below:

§ 5.4 Where compensation for the Architect's services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

(Insert additional phases as appropriate.)

(Rows deleted)

Design Development Phase	thirty-five	percent (35	%)
Contract Documents Phase	thirty-five	percent (35	%)
Quotation Phase	fifteen	percent (15	%)
Furniture, Furnishings and Equipment Contract Administration Phase	fifteen	percent (15	%)
<hr/>				
Total Compensation	one hundred	percent (100	%)

§ 5.5 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not provided or installed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 5.4 based on (1) the lowest bona fide quotation, or (2) if no such quotation is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed.

ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: Furniture, Furnishings & Equipment Design, if any, are as follows:

None

[End of Document]

Memorandum

To: Mayor Stephen Galliher & Sedalia City Council

From: Gary Edwards, City Administrator
Commander Larry Ward, Sedalia Police Department
Kelvin Shaw, Finance Director
John Simmons, Community Development Director

Date: 8/16/2016

Re: Police Department Architectural Services

The City of Sedalia received twelve proposals for the advertised project prior to the August 8, 2016 deadline. The request for proposals was issued July 25, 2016.

The request for proposals required that interested firms provide an overview of experience and qualifications, customer references and an overall project approach.

Considerable review and consideration of all firms was required in order to make this recommendation. The project team, comprised of Gary Edwards, Larry Ward, Kelvin Shaw and John Simmons, evaluated and scored applicants on the following primary criteria:

- Completeness of proposal;
- Demonstrated ability to understand the purpose/mission of the project;
- Prior experience with similar projects;
- Overall project approach;
- Favorable past experiences of the City and/or references in working with the vendor; and
- Unique qualifications.

Finally, references were checked via telephone interviews.

Applicant firms included:

Chiodini Architects
Buxton Kubik Dodd Creative
GHN Architects
HMN Architects
Lawrence Group

St. Louis, MO
Springfield, MO
Springfield, MO
Overland Park, KS
St. Louis, MO

Police Facility Design Group
Robert Rollings Architects, LLC
SAPP Design Associates Architects
SFS Architecture

August 16, 2016
Kansas City, MO
Sedalia, MO
Springfield, MO
Kansas City, MO

After a careful and responsible review of the applicants we recommend that the City of Sedalia negotiate a not-to-exceed fee schedule for this project with GHN Architects.

We look forward to your approval to negotiate a contract for your review at the next council meeting.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 9940 RELATING TO AMENDING AN EXISTING CLASSIFICATION AND JOB DESCRIPTION FOR POLICE OFFICER FOR THE SEDALIA POLICE DEPARTMENT AND ADDING A CLASSIFICATION AND JOB DESCRIPTION FOR POLICE RECRUIT FOR THE SEDALIA POLICE DEPARTMENT.

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

Section 1. Ordinance No. 9940 is hereby amended by amending an existing employment classification and job description for Police Officer for the Sedalia Police Department and by adding an employment classification and job description for Police Recruit for the Sedalia Police Department for the efficient operation of the City of Sedalia, as follows:

Amendment:

Police Officer – Police Department – Said amended job description is attached hereto and made a part hereof as if fully set out herein. (Amending minimum qualifications)

Addition:

Police Recruit – Police Department – Said job description is attached hereto and made a part hereof as if fully set out herein.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 6th day of September 2016.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of September 2016.

Stephen J. Galliher, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk



CITY OF SEDALIA, MISSOURI

Job Description

Job Title:	POLICE OFFICER		
Department:	Police		
Supervisor:	Police Supervision Structure		
Date:	September 2016, Revision 1	Position No.	PD/10
FLSA Status:	Non-Exempt	Random Substance Testing:	Y

Job Summary:

This position is responsible for providing police services to the public for the purpose of maintaining public order and safety. An incumbent in this position may be designated Senior Police Officer.

Job Scope:

The purpose of this position is to enforce local, state, and federal laws. Successful performance helps ensure the provision of professional and effective law enforcement for the City of Sedalia.

Essential Duties and Responsibilities:

1. Patrols assigned areas to identify and deter criminal activity and to identify public safety hazards.
2. Responds to calls for police service and provides assistance to citizens.
3. Issues citations and makes arrests for traffic law violations.
4. Investigates crimes, traffic accidents, missing persons, and other incidents.
5. Processes crime scenes: photographs scene, takes fingerprints, and gathers and packages evidence.
6. Interviews victims, witnesses, and suspects.
7. Enforces local, state, and federal laws by issuing warnings and summonses, serving warrants, and making arrests.
8. Writes reports of crimes, accidents, arrests, and other incidents.
9. Prepares cases for presentation to prosecutors.
10. Testifies in legal proceedings.
11. Directs traffic and provides crowd control.

12. Renders assistance in calls for service for vehicle lock-outs in emergency situations, escorts, and emergency contacts.
13. Refers citizens with non-law-enforcement problems to appropriate agencies.
14. Assists other agencies with investigations.
15. May write and maintain records for Grants.
16. Conducts safety programs for schools, clubs, and other civic organizations.
17. May perform animal control duties.
18. May be assigned to special duties such as traffic, investigations, community policing, and evidence as may be required.
19. May act as instructor to other officers for specialized equipment.
20. May supervise use of special equipment.
21. Presents D.A.R.E. curriculum to local schools.
22. Must be responsive to calls for urgent or emergent assistance even when off-duty.
23. Performs other related duties as assigned.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements does not exclude them from the position if the work is similar or related to the position.

Minimum Qualifications:

Applies to all applicants:

1. High school diploma or GED
2. United States citizen
3. Minimum of 21 years of age or within 6 months of 21st birthday
4. No felony or serious misdemeanor convictions
5. Valid driver's license
6. No more than three (3) moving violations, none with alcohol, in the previous 5 years
7. Good reputation

8. Any tattoos or brand must be approved by the Chief of Police
9. In addition, all applicants must be P.O.S.T. certified in the State of Missouri and meet one of the following:

College	Corrections	Military	City Service
30 hours from an approved college in the United States.	Missouri Department of Corrections certification with a minimum of 2 years' experience. Must be currently active or separated less than 3 years.	Minimum of 2 years (active duty, reserve, or national guard) which is either currently active or separation less than 3 years.	Currently an employee with the City of Sedalia with a minimum of 5 years of experience.

Necessary Knowledge, Skills, and Abilities:

1. Knowledge of local, state, and federal criminal and civil law.
2. Knowledge of city ordinances and department policies and procedures.
3. Knowledge of the procedures, guidelines, and equipment used in modern law enforcement activities.
4. Knowledge of the geographic layout of the city.
5. Skill in collecting and preserving evidence.
6. Skill in interview and interrogation techniques.
7. Skill in using self-defense techniques.
8. Skill in using a computer and standard office equipment.
9. Skill in using firearms, specialized law enforcement equipment, and emergency vehicles.
10. Skill in oral and written communication.

Guidelines:

1. City ordinances, department policies and procedures.
2. Federal and state laws and regulations.
3. Guidelines require judgment, selection, and interpretation in application.

Complexity:

The work consists of varied technical law enforcement duties. The necessity of responding to potentially life-threatening situations contributes to the complexity of the position.

Principal Working Relationships:

1. Co-workers, victims, suspects, other emergency responders, other city employees.
2. Other law enforcement officers, social services representatives, and the general public.

Purpose of Contacts:

Contacts are typically to give or exchange information, provide services, resolve problems, motivate or influence persons, and clarify, justify, defend, negotiate, or settle matters.

Supervisory and Management Responsibility:

None.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is frequently required to stand, walk, run, use hands to finger, handle, or operate objects, controls, or tools listed above. The employee is occasionally required to reach with hands and arms, climb or balance, stoop, kneel, crouch or crawl, and taste or smell. The employee may occasionally be required to physically subdue combative subjects and must maintain a level of physical ability accordingly.

The employee must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Work Environment:

The work is typically performed in an office and outdoors. The employee may be exposed to noise, dust, dirt, machinery with moving parts, and cold or inclement weather. The work requires the use of protective devices.



CITY OF SEDALIA, MISSOURI

Job Description

Job Title:	POLICE RECRUIT		
Department:	Police		
Supervisor:	Police Supervision Structure		
Date:	September 2016	Position No.	PD/08
FLSA Status:	Non-Exempt	Random Substance Testing:	Y

Job Summary:

This position ensures comprehensive law enforcement through the development of recruits involved in the training process. Recruits must obtain a P.O.S.T. certification through the State of Missouri and also complete the department's field training and evaluation program. Recruits who successfully complete both requirements will be designated as a Police Officer for the city.

Job Scope:

To be provided comprehensive police training through both classroom instruction and field training in preparation for P.O.S.T. certification in the State of Missouri and/ or the department's field training program. Successful completion of both will help to ensure professional and effective law enforcement for the city.

Essential Duties and Responsibilities:

1. Attend formal training classes through a P.O.S.T. certified academy in the State of Missouri receiving comprehensive instruction from a curriculum dealing with a wide variety of law enforcement issues such as arrest procedures, defensive tactics, search and seizure, firearms training, first aid/CPR, pursuit driving and other topics as needed for certification.
2. Reads, studies, learns, and interprets municipal and state laws as well as the department's Policy and Procedures Manual.
3. Learn how to perform criminal and other investigative work including protecting and preserving crime scenes; gathering evidence; discovering and preserving fingerprints; crime scene photography and diagraming, interviewing witnesses, victims, suspects, and other persons; criminal apprehension and prisoner handling; and preparing for testimony in court.
4. Learn and apply community-oriented policing techniques regarding dispute mediation, conflict de-escalation, analysis of neighborhood problems, behavior management and crime prevention.

5. Maintains satisfactory level of performance on any classroom or out of classroom assignments, written tests on classroom instruction and study materials, and testing based on work simulation exercises.
6. Learn report writing methods and procedures and prepares both written and verbal reports during training.
7. Patrols a designated area of the city with a Field Training Officer or under the guidance of a supervisor which involves responding to radio dispatch calls for service in an effort to enforce laws and preserve order.
8. Participates in and successfully completes all departmental required training programs which involve physical skills and conditioning and mental preparation.
9. Learns the appropriate use and procedures of radio communications as well as departmental computer equipment.
10. Operates police department vehicles including automobiles, vans, and trucks.
11. Writes reports of crimes, accidents, arrests, and other incidents.
12. Testifies in legal proceedings.
13. Assist in directing traffic and provide crowd control.
14. Assists other agencies with investigations.
15. Assist in conducting safety programs for schools, clubs, and other civic organizations.
16. May be required to perform animal control duties.
17. May be assigned to special duties such as traffic, investigations, community policing, and evidence as may be required.
18. Maintain contact with citizens regarding potential law enforcement problems and preserve good relationships with the general public.
19. Administer first aid when necessary.
20. Must be responsive to calls for urgent or emergent assistance and be vigilant while off-duty.
21. Performs other related duties as assigned.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements does not exclude them from the position if the work is similar or related to the position.

Minimum Qualifications:

Applies to all applicants:

1. High school diploma or GED
2. United States citizen
3. Minimum of 21 years of age or within 6 months of 21st birthday
4. No felony or serious misdemeanor convictions
5. Valid driver's license
6. No more than three (3) moving violations, none with alcohol, in the previous 5 years
7. Good reputation
8. Any tattoos or brand must be approved by the Chief of Police

In addition, all applicants must meet one of the following:

College	Academy	Corrections	Military	City Service
30 hours from an approved college in the United States.	Currently P.O.S.T. certified in the State of Missouri or currently enrolled in a Missouri Basic 600 Hr. or more law enforcement academy. P.O.S.T. certification must be obtained within six (6) months of hire.	Missouri Department of Corrections certification with a minimum of 2 years' experience. Must be currently active or separated less than 3 years.	Minimum of 2 years (active duty, reserve, or national guard) which is either currently active or separation less than 3 years.	Currently an employee with the City of Sedalia with a minimum of 5 years of experience.

Necessary Knowledge, Skills, and Abilities:

1. Knowledge of local, state, and federal criminal and civil law.
2. Knowledge of city ordinances and department policies and procedures.

3. Knowledge of the procedures, guidelines, and equipment used in modern law enforcement activities.
4. Knowledge of the geographic layout of the city.
5. Skill in collecting and preserving evidence.
6. Skill in interview and interrogation techniques.
7. Skill in using self-defense techniques.
8. Skill in using a computer and standard office equipment.
9. Skill in using firearms, specialized law enforcement equipment, and emergency vehicles.
10. Skill in oral and written communication.

Guidelines:

1. City ordinances, department policies and procedures.
2. Federal and state laws and regulations.
3. Guidelines require judgment, selection, and interpretation in application.

Complexity:

The work consists of varied technical law enforcement duties. The necessity of responding to potentially life-threatening situations contributes to the complexity of the position.

Principal Working Relationships:

1. Co-workers, victims, suspects, other emergency responders, other city employees.
2. Other law enforcement officers, social services representatives, and the general public.

Purpose of Contacts:

Contacts are typically to give or exchange information, provide services, resolve problems, motivate or influence persons, and clarify, justify, defend, negotiate, or settle matters.

Supervisory and Management Responsibility:

None.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is frequently required to stand, walk, run, use hands to finger, handle, or

operate objects, controls, or tools listed above. The employee is occasionally required to reach with hands and arms, climb or balance, stoop, kneel, crouch or crawl, and taste or smell. The employee may occasionally be required to physically subdue combative subjects and must maintain a level of physical ability accordingly.

The employee must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Work Environment:

The work is typically performed in an office and outdoors. The employee may be exposed to noise, dust, dirt, machinery with moving parts, and cold or inclement weather. The work requires the use of protective devices.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 7.15(C) (CONTROLLED SUBSTANCE AND ALCOHOL TESTING POLICY – APPLICABILITY) OF THE CITY OF SEDALIA’S PERSONNEL REGULATIONS MANUAL BY ADDING THE TITLE OF POLICE RECRUIT FOR THE SEDALIA POLICE DEPARTMENT TO EMPLOYEE POSITIONS DESIGNATED AS SAFETY SENSITIVE.

WHEREAS, The City has identified the need to amend Section 7.15(C) (Controlled Substance and Alcohol Testing Policy – Applicability) of the City’s Personnel Regulations Manual to include the position of Police Recruit for the Sedalia Police Department to the list of employee positions designated as safety sensitive.

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

Section 1. Section 7.15(C) (Controlled Substance and Alcohol Testing Policy – Applicability) of the City’s Personnel Regulations Manual is amended to include the position of Police Recruit for the Sedalia Police Department to read as follows:

“7.15(C) Employees occupying the following positions designated as safety-sensitive positions:

Police Department: All sworn police officers, Police Recruits, Reserves, and non-sworn communication officers, Animal Control Officer, Animal Services Manager and Animal Care Attendant.”

Section 2. This ordinance shall be in full force and effect 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 6th day of September, 2016.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of September, 2016.

Stephen J. Galliher, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND EMERY SAPP & SONS, INC. FOR THE RECONSTRUCTION AND WIDENING OF APRON CONNECTING TAXIWAY, REPLACEMENT OF MITL SYSTEM, REPLACEMENT OF DAMAGED DRAINAGE PIPE AND END SECTION AND REGRADING OF RUNWAY 18-36 SAFETY AREA AT THE SEDALIA REGIONAL AIRPORT.

WHEREAS, The City of Sedalia, Missouri, received a proposal from Emery Sapp & Sons, Inc.; and

WHEREAS, under the proposal, the City of Sedalia, Missouri, shall give the total sum and amount of Three Hundred Sixty Thousand Four Hundred Sixty-four Dollars and Sixty-six Cents (\$360,464.66) to Emery Sapp & Sons, Inc. for the reconstruction and widening of apron connecting taxiway, replacement of MITL system, replacement of damaged drainage pipe and end section and regrading of Runway 18-36 safety area at the Sedalia Regional Airport as described in the proposed bid documents and agreement attached as Exhibit A and incorporated by reference as though the proposed documents 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 Emery Sapp & Sons, Inc. in substantively the same form and content as the agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 6th day of September 2016.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of September 2016.

ATTEST:

Stephen J. Galliher, Mayor

Arlene Silvey, MPCC
City Clerk

PROPOSAL FORM
CITY OF SEDALIA, MISSOURI
 State Block Grant Project No. 15-020A-1

TO: City of Sedalia, Missouri

The undersigned, in compliance with the request for bids for construction of the following Project:

Base Bid No. 1 (Grant Eligible)
 Reconstruct Apron Connecting Taxiway
 Replace MITL System

Base Bid No. 1 (Grant Ineligible)
 Widen Apron Connecting Taxiway to 40'

Add Alternate (Grant Eligible)
 Replace Damaged Drainage Pipe and End Section
 Regrade Runway 18-36 Safety Area

Base Bid No. 2 (Grant Ineligible)
 Construct Taxiways for Future 10-Unit T-Hangar

hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda within the specified time of performance for the following prices:

BID ITEM	FAA or MoDOT SPEC.	ITEM DESCRIPTION	APPROX. QTY. AND UNITS	UNIT PRICE		EXTENSION	
				DOLLARS	CTS	DOLLARS	CTS
BASE BID NO. 1 (GRANT ELIGIBLE)							
Reconstruct Apron Connecting Taxiway							
Replace MITL System							
1	MO-100	Mobilization	1 L.S.	\$ 45,000	00	\$ 45,000	00
2	TEMP	Temporary Marking, Lighting, & Barricades	1 L.S.	\$ 6,500	00	\$ 6,500	00
3	MO-152	Class A Excavation	307 C.Y.	\$ 45	00	\$ 13,815	00
4	P-155	Lime	60 Tons	\$ 167	90	\$ 10,074	00
5	P-155	Lime Stabilized Subgrade (12")	1,875 S.Y.	\$ 21	25	\$ 39,843	75
6	MO-156	Erosion Control Barrier (Silt Fence)	215 L.F.	\$ 2	50	\$ 537	50
7	MO-209	Crushed Aggregate Base Course (6")	1,875 S.Y.	\$ 10	75	\$ 20,156	25
8	P-501	P.C.C. Pavement (8")	1,779 S.Y.	\$ 56	75	\$ 100,958	25
9	MO-601	Saw Cut	223 L.F.	\$ 7	00	\$ 1,561	00
10	MO-601	Existing Concrete Pavement and Base Course Removal	1,981 S.Y.	\$ 11	00	\$ 21,791	00
11	MO-620	Reflectorized Pavement Marking	356 S.F.	\$ 9	95	\$ 3,542	20
12	MO-620	Non-Reflectorized Pavement Marking	712 S.F.	\$ 5	68	\$ 4,044	16
13	MO-706	Prefabricated Underdrain	735 L.F.	\$ 10	75	\$ 7,901	25

14	MO-706	Non-Perforated Outlet Pipe (4")	64 L.F.	\$	16	25	\$	1,040	00
15	MO-706	Splash Pad	2 Ea.	\$	835	00	\$	1,670	00
16	MO-901	Seeding	0.9 Ac.	\$	1,500	00	\$	1,350	00
17	MO-908	Mulching	0.9 Ac.	\$	1,500	00	\$	1,350	00
18	MO-108	Underground Cable (1/c, #8 AWG, 5kV, XLP/USE)	2000 L.F.	\$	1	50	\$	3,000	00
19	MO-108	Bare Counterpoise Wire (#6 AWG) In Separate Trench	770 L.F.	\$	1	00	\$	770	00
20	MO-108	Bare Counterpoise Wire (#6 AWG) In Same Trench as Conductors	405 L.F.	\$	1	00	\$	405	00
21	MO-108	Cable Trenching	1300 L.F.	\$	2	00	\$	2,600	00
22	MO-110	2-2" PVC, Schedule 80, Concrete Encased Electrical Duct	50 L.F.	\$	30	00	\$	1,500	00
23	MO-110	2" PVC, Schedule 80, Bore Duct Under Pavement	100 L.F.	\$	25	00	\$	2,500	00
24	MO-125	M.I.T.L., Base Mounted (Blue Lens)	4 Ea.	\$	625	00	\$	2,500	00
25	MO-125	M.I.T.L., Stake Mounted (Blue Lens)	10 Ea.	\$	425	00	\$	4,250	00
26	MO-125	Retroreflective Markers	6 Ea.	\$	100	00	\$	600	00
27	MO-125	Removal of Existing Lighting System	1 L.S.	\$	1,000	00	\$	1,000	00
28	MO-125	Remove and Replace Existing REIL System (Added per Addendum No. 1)	2 Ea.	\$	9,400	00	\$	18,800	00
SUBTOTAL - BASE BID NO. 1 (GRANT ELIGIBLE)							\$	319,059	36

BID ITEM	FAA or MoDOT SPEC.	ITEM DESCRIPTION	APPROX. QTY. AND UNITS	UNIT PRICE		EXTENSION			
				DOLLARS	CTS	DOLLARS	CTS		
BASE BID NO. 1 (GRANT INELIGIBLE)									
Widen Apron Connecting Taxiway to 40'									
1	P-155	Lime	7 Tons	\$	167	90	\$	1,175	30
2	P-155	Lime Stabilized Subgrade (12")	224 S.Y.	\$	21	25	\$	4,760	00
3	MO-209	Crushed Aggregate Base Course (6")	224 S.Y.	\$	10	75	\$	2,408	00
4	P-501	P.C.C. Pavement (8")	224 S.Y.	\$	56	75	\$	12,712	00
SUBTOTAL - BASE BID NO. 1 (GRANT INELIGIBLE)							\$	21,055	30
TOTAL - BASE BID NO. 1 (GRANT ELIGIBLE + INELIGIBLE)							\$	340,114	66

BID ITEM	FAA or MoDOT SPEC.	ITEM DESCRIPTION	APPROX. QTY. AND UNITS	UNIT PRICE		EXTENSION	
				DOLLARS	CTS	DOLLARS	CTS
ADD ALTERNATE (GRANT ELIGIBLE)							
Replace Damaged Drainage Pipe and End Section Regrade Runway 18-36 Safety Area							
1	TEMP	Temporary Marking, Lighting, & Barricades	1 L.S.	\$	600 00	\$	600 00
2	MO-152	Borrow Excavation (Contractor Furnished)	1 L.S.	\$	1,700 00	\$	1,700 00
3	MO-156	Erosion Control Barrier (Silt Fence)	80 L.F.	\$	2 50	\$	200 00
4	MO-601	Remove Existing Drainage Structures	1 L.S.	\$	2,600 00	\$	2,600 00
5	MO-701	72" CMP	80 L.F.	\$	150 00	\$	12,000 00
6	MO-701	72" CMP End Section	1 Ea.	\$	2,350 00	\$	2,350 00
7	MO-901	Seeding	0.3 Ac.	\$	1,500 00	\$	450 00
8	MO-908	Mulching	0.3 Ac.	\$	1,500 00	\$	450 00
TOTAL - ADD ALTERNATE (GRANT ELIGIBLE)						\$	20,350 00
TOTAL - BASE BID NO. 1 + ADD ALTERNATE						\$	360,464 66

BID ITEM	FAA or MoDOT SPEC.	ITEM DESCRIPTION	APPROX. QTY. AND UNITS	UNIT PRICE		EXTENSION	
				DOLLARS	CTS	DOLLARS	CTS
BASE BID NO. 2 (GRANT INELIGIBLE)							
Construct Taxilanes for Future 10-Unit T-Hangar							
1	MO-100	Mobilization	1 L.S.	---	-	---	--
2	TEMP	Temporary Marking & Barricades	1 L.S.	---	-	---	--
3	MO-152	Class A Excavation	6,010 C.Y.	---	-	---	--
4	MO-156	Erosion Control Barrier (Silt Fence)	120 L.F.	---	-	---	--
5	MO-209	Crushed Aggregate Base Course (12")	3,269 S.Y.	---	-	---	--
6	P-501	P.C.C. Pavement (6")	3,129 S.Y.	---	-	---	--
7	MO-601	Saw Cut	240 L.F.	---	-	---	--
8	MO-601	Concrete Pavement Removal	167 S.Y.	---	-	---	--
9	MO-601	Asphalt Pavement Removal	1,077 S.Y.	---	-	---	--
10	MO-601	Gravel Surface Removal	1,780 S.Y.	---	-	---	--
11	MO-601	Concrete Flume Removal	60 L.F.	---	-	---	--
12	MO-601	Salvage Existing Rip-Rap	1 L.S.	---	-	---	--
13	MO-601	Remove Existing Drainage Structures	1 L.S.	---	-	---	--
14	MO-620	ReflectORIZED Pavement Marking	167 S.F.	---	-	---	--
15	MO-620	Non-ReflectORIZED Pavement Marking	334 S.F.	---	-	---	--

16	MO-701	12" Storm Pipe (Revised per Addendum No. 1)	24 L.F.	---	-	---	--
17	MO-701	18" Storm Pipe (Revised per Addendum No. 1)	88 L.F.	---	-	---	--
18	MO-701	24" Storm Pipe (Revised per Addendum No. 1)	337 L.F.	---	-	---	--
19	MO-701	12" RCP End Section	2 Ea.	---	-	---	--
20	MO-701	18" RCP End Section	4 Ea.	---	-	---	--
21	MO-701	24" RCP End Section	1 Ea.	---	-	---	--
22	D-751	5x4' Area Inlet	3 Ea.	---	-	---	--
23	AGGR	Aggregate Surface (4")	1,674 S.Y.	---	-	---	--
24	MO-901	Seeding	1.2 Ac.	---	-	---	--
25	MO-908	Mulching	1.2 Ac.	---	-	---	--
TOTAL - BASE BID NO. 2 (GRANT INELIGIBLE)						NOT AWARDED	

ACKNOWLEDGEMENTS BY BIDDER

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the General Provisions. The BIDDER further acknowledges that each the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.
- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check, cashier's check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice of award for a period not to exceed **one hundred twenty (120)** calendar days from the stated date for receipt of bids.
- f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within thirty (30) days of the notice of award, and furthermore, and provide executed payment and performance bonds within fifteen (15) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- g. **Time of Performance:** By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice to Proceed" as issued by the OWNER. The undersigned further agrees to complete the Project within **thirty (30) Calendar Days for Base Bid No. 1, seven (7) Calendar Days for the Add Alternate, and forty-five (45) Calendar Days for Base Bid No. 2** from the commencement date specified in the Notice to Proceed.

- h. The undersigned acknowledges and accepts that for each and every Calendar day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of \$1,350 per Calendar day as a liquidated damage to the OWNER.
- i. The undersigned prime contractor, if not a MoDOT certified DBE, hereby assures that they will subcontract **7.00 percent for Base Bid No. 1 plus the Add Alternate and 0.00 percent for Base Bid No. 2** of the dollar value of the prime contract to DBE firms or make good faith efforts to meet the DBE contract goal. In addition, the prime contractor will include the DBE clauses (see Supplementary Provision No. 6 of the Federal and State Provisions) required by the DBE Program adopted by MoDOT and the Sponsor in all contracts and subcontracts relating to this project. The undersigned will complete the DBE Participation information included herein when a DBE goal has been established, including a demonstration of good faith efforts if the DBE goal is not met. If the undersigned prime contractor is a MoDOT certified DBE firm, then the prime contractor must perform at least thirty percent (30%) of the total contract value work with its own forces, and will receive DBE credit for all work which the prime contractor and any other MoDOT certified DBE firm performs directly. *(Revised per Addendum No. 1)*
- j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis-Bacon Act and the Missouri Prevailing Wage Law. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determinations as issued by the United States Department of Labor and the Missouri Division of Labor Standards. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project. The highest rate between the two (Federal and State) for each job classification shall be considered the prevailing wage.
- k. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months preceding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:
 1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.
 2. Has 50 or more employees.
 3. Is a prime contractor or first tier subcontractor.
 4. There is a contract, subcontract, or purchase order amounting to \$50,000 or more

l. The undersigned acknowledges receipt of the following addenda:

Addendum No. <u> 1 </u> , dated <u> June 23, 2016 </u>	Date Received <u> June 24, 2016 </u>
Addendum No. <u> </u> , dated <u> </u>	Date Received <u> </u>
Addendum No. <u> </u> , dated <u> </u>	Date Received <u> </u>
Addendum No. <u> </u> , dated <u> </u>	Date Received <u> </u>
Addendum No. <u> </u> , dated <u> </u>	Date Received <u> </u>

REPRESENTATIONS BY BIDDER

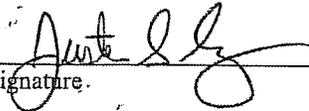
By submittal of a proposal (bid), the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents, including all authorized addenda.
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.

e) Detailed cost information for total project using non-domestic product.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

JUNE 28, 2016
Date


Signature

EMERY SAPP'S SONS, INC.
Company Name

Asst. Vice President
Title

h. Compliance with the Work Authorization Law (as required by Section 285.530, Revised Statutes of Missouri)

For all contracts where the total bid amount is in excess of \$50,000 (local match in excess of \$5,000), the Bidder, by submission of an offer and by signing the Worker Eligibility Verification Affidavit for All Contract Agreements in Excess of \$50,000, certifies that it:

1. does not knowingly employ any person who is an unauthorized alien in connection with the contracted services;
2. has enrolled and actively participates in a federal work authorization program;

A general contractor or subcontractor of any tier shall not be liable under sections 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

\$ Three Hundred Sixty Thousand, Four Hundred Sixty-Four
Dollars and Sixty-Six Cents (\$ 360,464.66)
(Amount in Written Words) (Amount in Numerals)

subject to the following;

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications. Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice to Proceed. CONTRACTOR further agrees to complete said work within **thirty (30) Calendar Days for Base Bid No. 1, seven (7) Calendar Days for the Add Alternate, and forty-five (45) Calendar Days for Base Bid No. 2** of the commencement date stated within the Notice to Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of the essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of \$1,350.00 per day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR’S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal Form shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR’S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

- a. **Certification of Eligibility (29 CFR Part 5.5)**
 - i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR’S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

- b. **Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)**

The federally-assisted construction CONTRACTOR certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER’S Representative

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

Lochner
16105 W. 113th Street
Suite 107
Lenexa, KS 66219

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER

Name: _____

Address: _____

By: _____
Signature

Title of Representative

ATTEST:

By: _____
Signature

Title

CONTRACTOR

Name: Emery Sapp & Sons Inc

Address: 2301 I-70 Dr NW
Columbia MO 65202

By: _____
Signature

Assistant Vice President
Title of Representative

ATTEST

By: _____
Signature

Asst. Secretary
Title

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1 BETWEEN H.W. LOCHNER, INC. AND THE CITY OF SEDALIA, MISSOURI FOR THE ADDITION OF CONSTRUCTION PHASE SERVICES TO THE DESIGN SERVICES CONTRACT FOR THE APRON CONNECTING TAXIWAY RECONSTRUCTION PROJECT AT THE SEDALIA REGIONAL AIRPORT.

WHEREAS, H.W. Lochner, Inc., was selected as the consultant to perform professional services to accomplish the improvement projects at the Sedalia Regional Airport; and

WHEREAS, the City of Sedalia, Missouri and H.W. Lochner, Inc. desire to enter into Supplemental Agreement No. 1 for an additional amount of not to exceed Five thousand One hundred Fifty-five dollars and One cent (\$5,155.01), for the addition of construction phase services to the design services contract for the apron connecting taxiway reconstruction project at the Sedalia Regional Airport as more fully described in the agreement attached to this ordinance as Exhibit A and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves the Aviation Project Consultant Supplemental Agreement No. 1 by and between the City of Sedalia, Missouri and H.W. Lochner, 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 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 from and after its passage by the City Council and approval by the Mayor.

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 6th day of September 2016.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of September 2016.

ATTEST:

Stephen J. Galliher, Mayor

Arlene Silvey, MPCC City Clerk

Airport Name: Sedalia Regional
 Project No.: 15-020A-1
 County: Pettis

**AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1
 CONSTRUCTION SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 1 for Construction Services is entered into by the City of Sedalia, Missouri (hereinafter, "Sponsor") and H.W. Lochner, Inc. (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on January 28, 2016, to accomplish a project at the Sedalia Regional Airport, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein the parties agree as follows:

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are generally described and defined in Section (16)(State) or (17)(Federal) of the Original Agreement and Exhibit II - SA1, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (8)(State) or (9)(Federal) of the Original Agreement.

(B) The costs of Supplemental Agreement No. 1 shall be in addition to the cost of the Original Agreement.

(C) The lump sum fee and maximum amount payable included in Section (8)(State) or (9)(Federal) of the Original Agreement are hereby modified to be cost plus fixed fee not to exceed as follows:

	ORIGINAL AMOUNT	SUPPLEMENTAL AGREEMENT NO. 1	TOTAL
Fixed Fee	\$ 64,280.22	\$ 5,155.01	\$ 69,435.23
Max. Fee Payable	\$ 64,900.00	\$ 51,950.00	\$ 116,850.00

(D) Estimated costs for the services in Supplemental Agreement No. 1 are defined in Exhibit IV - SA1 and Exhibit V - SA1, which are attached hereto and incorporated herein by reference.

(3) PERIOD OF SERVICE: Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit VI for completion of these additional services shall be 120 calendar days. The projected completion date shown on Exhibit VI is now revised to 90 calendar days from project final acceptance, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 and submittal of all deliverables.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Supplemental Agreement No. 1. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is TBD% of the total Supplemental Agreement No. 1 dollar value.

(B) DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete TBD% of the total services to be performed under this Supplemental Agreement No. 1 by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT \$ VALUE APPLICABLE TO TOTAL GOAL
TSi Engineering, Inc. 5850 Arsenal Street St. Louis, MO 63139	Materials Acceptance Testing	TBD	TBD	100%

(5) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Supplemental Agreement No. 1 without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Supplemental Agreement No. 1.

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 1, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement No. 1.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 1 on the date last written below.

Executed by the Consultant this _____ day of _____, 20 ____.

Executed by the Sponsor this _____ day of _____, 20 ____.

CONSULTANT

SPONSOR

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

Title _____

EXHIBIT II - SA1
SCOPE OF SERVICES

1. Preliminary
 - a. Prepare copies of the Construction Plans and Project Manual for use by the Contractor during construction.
 - b. Develop a **Federal-Construction Observation Program** in accordance with MoDOT requirements.
 - c. Include a sealed, signed and dated copy of the Construction Observation Program (COP) with this executed Supplemental Agreement.
 - d. Attend and conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to all attendees.
2. Provide construction administration, on-site construction observation, and material(s) testing per the COP:
 - a. Provide construction observation services, including preparation of weekly reports and other reports as required by the COP to document the prosecution and progress of the Project.
 - b. Review shop drawings and material certification submittals as provided by the Contractor.
 - c. Perform material(s) testing (field and laboratory) as required by the COP.
 - d. Respond to field issues throughout the duration of the project.
 - e. Prepare Contractor's progress estimates and Sponsor's request for reimbursement of funds.
 - f. Prepare change orders and supplemental agreements necessary for construction of the project.
 - g. Attend and conduct a final review of the Project with the Sponsor, MoDOT, and the Contractor
3. Project Closeout Phase
 - a. Prepare and submit to the Sponsor and MoDOT one (1) electronic set of record drawings on a compact disc (CD) in .pdf format copied to a single file.
 - b. Prepare and submit to the Sponsor and MoDOT a Final Testing Report as required by the COP.
 - c. Prepare PCN values for Runway 18-36 and 5-23.

- d. Provide MoDOT with all closeout documents as required for project final acceptance.

Exhibit IV-SA1

DERIVATION OF CONSULTANT PROJECT COSTS

**(ITEM C. CONSTRUCTION SERVICES)
RECONSTRUCT APRON CONNECTING TAXIWAY**

30 CALENDAR DAY CONSTRUCTION

**SEDALIA REGIONAL AIRPORT
SEDALIA, MISSOURI**

August 25, 2016

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	3	\$65.00	\$ 195.00
Project Manager	44	\$59.00	\$ 2,596.00
Construction Observer	230	\$30.00	\$ 6,900.00
Electrical Engineer	0	\$52.00	\$ -
Design Engineer	42	\$39.00	\$ 1,638.00
Technician	24	\$25.00	\$ 600.00
Administrative Asst.	19	\$20.00	\$ 380.00
Total Direct Salary Costs			= \$ 12,309.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 179.20% = \$ 22,057.73

3. SUBTOTAL:

Items 1 and 2 = \$ 34,366.73

4. PROFIT:

15% of Item 3 Subtotal = \$ 5,155.01

Subtotal of Items 3 and 4 \$ 39,521.74 Not to Exceed

5. OUT-OF-POCKET EXPENSES:

a. Mileage	2,080	miles @ \$0.54/mile = \$	1,123.20
b. Meals	27	days @ \$51.00/day = \$	1,377.00
c. Motel	21	days @ \$89.00/day = \$	1,869.00
d. Materials & Supplies		= \$	59.06

Total Out-of-Pocket Expenses = \$ 4,428.26 Not to Exceed

6. SUBCONTRACT COST:

a. Tsi Engineering, Inc.: Pavement Materials Testing \$ 8,000.00

Total Out-of-Pocket Expenses = \$ 8,000.00 Not to Exceed

7. MAXIMUM TOTAL FEE:

Items 3, 4, 5 and 6 \$ 51,950.00 Not to Exceed

**DERIVATION OF CONSULTANT PROJECT COSTS
(ITEM C. CONSTRUCTION SERVICES)
RECONSTRUCT APRON CONNECTING TAXIWAY**

**SEDALIA REGIONAL AIRPORT
SEDALIA, MISSOURI**

August 25, 2016

Classification:	Principal	Project Manager	Construction Observer	Electrical Engineer	Design Engineer	Technician	Admin. Assistant	Other Costs
Hourly Rate:	\$208.70	\$189.44	\$96.32	\$166.96	\$125.22	\$80.27	\$64.22	
C. CONSTRUCTION SERVICES								
1. Preliminary:								
Total =	\$3,500.00	\$1,515.50	\$577.94	\$0.00	\$250.44	\$160.54	\$449.51	\$337.36
2. Project Administration and Construction Observation:								
Total =	\$32,950.00	\$4,925.37	\$21,191.28	\$0.00	\$1,252.21	\$963.24	\$128.43	\$4,072.06
3. Project Closeout:								
Total =	\$7,500.00	\$1,894.37	\$385.30	\$0.00	\$3,756.64	\$802.70	\$642.16	\$18.84
4. Pavement Materials Testing:								
Total =	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000.00
TOTAL =	\$51,950.00							

- (1) Mileage, Motel and Meals
- (2) Equipment, Materials and Supplies
- (3) Vendor Services

Exhibit V-SA1

Exhibit V-2

SEDALIA REGIONAL AIRPORT

SEDALIA, MISSOURI

Prepared by RMD

RECONSTRUCT APRON CONNECTING TAXIWAY

8/25/2016

PRELIMINARY

C. CONSTRUCTION SERVICES

1. PRELIMINARY PHASE:

- Prepare Supplemental Agreement and Negotiations
- Prepare Contracts for Sponsor and Contractor Execution
- Prepare copies of Plans and Specs. for Contractor.
- Develop COP
- Prepare letter, make copies of COP and mail to City and MoDOT.
- Attend and Conduct a Pre-Construction Conference as well as Compile and Distribute Minutes to Attendees.

Principal	Project Manager	Construction Observer	Electrical Engineer	Design Engineer	Engineering Technician	Admin/ Clerical
1	2					
						2
				2	2	2
						1
	6	6				1

3
2
2
5
1
13
26

TOTAL HOURS =
HOURLY RATES =
SUBTOTAL =

1	8	6	0	2	2	7
\$65.00	\$59.00	\$30.00	\$52.00	\$39.00	\$25.00	\$20.00
\$65.00	\$472.00	\$180.00	\$0.00	\$78.00	\$50.00	\$140.00

TOTAL HOURS = 26
TOTAL DIRECT LABOR = \$985.00

DIRECT LABOR	\$985.00
GENERAL ADMINISTRATIVE OVERHEAD @ 179.20%	\$ 1,765.12
SUBTOTAL	\$2,750.12
PROFIT @ 15.00%	\$412.52
OUT-OF-POCKET EXPENSES	\$337.36
SUBCONTRACT COSTS	\$0.00
TOTAL FEE	\$3,500.00

OUT-OF-POCKET EXPENSES		
	Rate	Unit
Mileage	\$ 0.540	380 \$
Meals	\$ 51.00	2 \$
Motel	\$ 89.00	0 \$
Materials & Supplies		\$ 30.16
TOTAL =	\$	337.36

SEDALIA REGIONAL AIRPORT

SEDALIA, MISSOURI

Prepared by RMD

RECONSTRUCT APRON CONNECTING TAXIWAY

8/25/2016

PROJECT ADMINISTRATION and OBSERVATION

<u>C. CONSTRUCTION SERVICES</u>	Principal	Project Manager	Construction Observer	Electrical Engineer	Design Engineer	Engineering Technician	Admin/ Clerical
2. PROJECT ADMINISTRATION and OBSERVATION:							
ADMINISTRATION							
Review and distribute construction reports as required by the MoDOT- Aviation Section including weekly progress reports, DBE participation forms, certified payroll records, and material test results. Estimate .5 hrs. per week for Project Manager at 4 weeks = 2 hrs.		2					
Review shop drawings, mix designs, and material certification submittals from the Contractor.					4	8	
Site visits to monitor project progression. Anticipated Visits include: 4 Visit During Deme/Embankment 4 Visit During Embankment 1 Visit During Base Operation 1 Visits During Paving 1 Visit During Electrical		18					
Prepare contractor's progress estimates and sponsor's request for reimbursement of funds. Expect 1 each per month					2	2	
Prepare change orders and supplements as necessary for construction of the Project.					4	2	2
Attend and Conduct a Final Review of the Project with Sponsor and MoDOT - Aviation Section		6	6				
Estimate 2 hrs. of Principal Involvement to Ensure Construction Meets Contractual Obligations and Current FAA Design Standards	2						

8/25/2016

SEDALIA REGIONAL AIRPORT

SEDALIA, MISSOURI

Prepared by RMD

RECONSTRUCT APRON CONNECTING TAXIWAY

PROJECT ADMINISTRATION and OBSERVATION

C. CONSTRUCTION SERVICES 2. PROJECT ADMINISTRATION and OBSERVATION:	Principal	Project Manager	Construction Observer	Electrical Engineer	Design Engineer	Engineering Technician	Admin/ Clerical
- Provide construction observation services, including preparation of daily reports, weekly reports, material test results and other reports as required by the MoDOT to document the prosecution and progress of the Project. (5 days per week x 10 hrs per day)			214				
-							
-							

TOTAL HOURS =	2	26	220	0	10	12	2
HOURLY RATES =	\$65.00	\$59.00	\$30.00	\$52.00	\$39.00	\$25.00	\$20.00
SUBTOTAL =	\$130.00	\$1,534.00	\$6,600.00	\$0.00	\$390.00	\$300.00	\$40.00

TOTAL HOURS = 272
TOTAL DIRECT LABOR = \$8,994.00

DIRECT LABOR	\$8,994.00
GENERAL ADMINISTRATIVE OVERHEAD @ 179.20% >	\$ 16,117.25
SUBTOTAL	\$25,111.25
PROFIT @ 15.00%	\$3,766.69
OUT-OF-POCKET EXPENSES	\$4,072.06
SUBCONTRACT COSTS	\$8,000.00
TOTAL FEE	\$40,950.00

OUT-OF-POCKET EXPENSES		
	Rate	Unit
Mileage	\$ 0.540	1,700
Meals	\$ 51.00	25
Motel	\$ 89.00	21
Materials & Supplies	\$	10.06
TOTAL =	\$	4,072.06

SEDALIA REGIONAL AIRPORT

SEDALIA, MISSOURI

Prepared by RMD

RECONSTRUCT APRON CONNECTING TAXIWAY

8/25/2016

PROJECT CLOSEOUT

C. CONSTRUCTION SERVICES

3. PROJECT CLOSEOUT:

- Prepare and submit Final Construction Report.
- Prepare and submit Record Drawings.
- Prepare and submit Closeout Certifications.
- Calculate PCN values for runways
- Prepare necessary documents relating to engineering design and construction services for project closeout as required by the MoDOT
- Coordinate and Attend FAA Flight Check of REILs
- Compile Sponsor Copy of Contractor's Certified Payroll Records
- Update Airport Layout Plan with geometric-improvements

	Principal	Project Manager	Construction Observer	Electrical Engineer	Design Engineer	Engineering Technician	Admin/ Clerical
	2				8	2	2
	1		4			4	
	1				2	4	1
					16	4	2
					4		1
		6					
							4

TOTAL HOURS =
 HOURLY RATES =
 SUBTOTAL =

0	10	4	0	30	10	10
\$65.00	\$59.00	\$30.00	\$52.00	\$39.00	\$25.00	\$20.00
\$0.00	\$590.00	\$120.00	\$0.00	\$1,170.00	\$250.00	\$200.00

TOTAL HOURS = 64
 TOTAL DIRECT LABOR = \$2,330.00

DIRECT LABOR	\$2,330.00
GENERAL ADMINISTRATIVE OVERHEAD @ 179.20%	\$ 4,175.36
SUBTOTAL	\$6,505.36
PROFIT @ 15.00%	\$975.80
OUT-OF-POCKET EXPENSES	\$18.84
SUBCONTRACT COSTS	\$0.00
TOTAL FEE	\$7,500.00

OUT-OF-POCKET EXPENSES	
Rate	Unit
\$ 0.540	0 \$
\$ 51.00	0 \$
\$ 89.00	0 \$
Materials & Supplies	\$ 18.84
TOTAL =	\$ 18.84

**SEDALIA REGIONAL AIRPORT
MEMO**

To: Gary Edwards
From: John Evans
Subject: Ramp Reconstruction Project
Date: September 1, 2016

We would like Council to accept a grant of \$135,000 to design the reconstruction of the main ramp in front of the terminal building for construction in FY18. This is a grant from MoDOT – Aviation Section. If approved we need to accept the project design fee from H.W. Lochner in the amount of \$118,100, to be paid for with Grant monies.

Thanks for your cooperation.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 48-53 OF THE CITY'S CODE OF ORDINANCES BY INCLUDING A REDUCED FEE FOR RECYCLING SERVICES IN ALL K-12 SCHOOLS LOCATED WITHIN THE CORPORATE CITY LIMITS OF SEDALIA AND INCORPORATING SAID FEES INTO THE CITY'S FEE SCHEDULE.

WHEREAS, the City of Sedalia, Missouri has received a request for consideration in providing a lower rate for recycling services to all K-12 schools located within the corporate city limits of the City to assist them in environmental education efforts such as how to recycle, environmental benefits of recycling and how materials removed from the waste stream can be returned to beneficial use in new products; and

WHEREAS, to encourage and assist in educating K-12 students in Sedalia in sustaining the environment and the recycling of waste products and materials for beneficial reuse, City staff recommends that the fee for recycling services to all K-12 Schools located within the corporate city limits of the City be reduced by Fifty percent (50%).

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

Section 1. Section 48-53 of the City's Code of Ordinances is the City's Fee Schedule is hereby amended to incorporate the Fifty Percent (50%) reduced recycling fee for all K-12 Schools located within the corporate city limits of the City.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 6th day of September, 2016.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of September, 2016.

ATTEST:

Stephen J. Galliher, Mayor

Arlene Silvey, MPCC
City Clerk

TO: Gary Edwards
FROM: Brenda Ardrey *BA*
DATE: August 30, 2016
SUBJECT: Request to Amend Fee Schedule to include Reduced Fee for Recycling in K-12 Schools

We have received a request from a teacher that consideration be given to providing a lower rate for recycling services to local schools to assist them in their environmental education efforts. Many schools seek grant funds to assist them in paying for costs associated with introducing students to recycling. Unfortunately, grant funds are not always available. In order to assist all Sedalia K-12 schools to educate students about:

- how to recycle (i.e., separation of recyclable materials from non-recyclables),
- the environmental benefits of recycling (i.e., saving of natural resources – water, energy and virgin materials, energy savings from reduced material processing and reduction in land used for landfilling), and
- how materials removed from the waste stream can be returned to beneficial use in new products and help in job creation.

In a review of the recycling fee schedule, Public Works is requesting that to encourage and assist in educating K-12 students in Sedalia in relation to sustaining the environment and recycling of waste products and materials for beneficial reuse that the fee for recycling services to K-12 schools be reduced by 50%.

If you have questions, please let me know.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE 10478 AND AMENDING SECTION 48-49(E) TO THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI BY ESTABLISHING PICK-UP ON DEMAND SERVICES AND AN OPTIONAL YARD WASTE COLLECTION AND ASSOCIATED FEE AND INCORPORATING SAID FEE INTO THE CITY'S FEE SCHEDULE.

WHEREAS, in order to clarify the two types of pick-up-on-demand services available from the City of Sedalia Public Works Department , Ordinance #10478 enacted on July 18, 2016 needs to be repealed; and

WHEREAS, included as part of the residential monthly trash service fee are two (2) two (2) cubic yard "solid waste" pick-up-on-demand collections per residence per year. Also included as part of the residential monthly trash service fee are two (2) two (2) cubic yard "yard waste" pick-up-on-demand collections per residence per year. If more than 2 cubic yards are picked up, the resident will be charged \$23.00 per additional cubic yard. Any additional pick-up on demand collections, beyond the two solid waste and the two yard waste pick-up-on-demand collections included in the residential monthly trash service, occurring at the same residence per year will be charged at \$25.00 per cubic yard; and

WHEREAS, the City of Sedalia Public Works Department has proposed the addition of a periodic yard waste collection service to meet requests of citizens for a service that would collect yard waste materials arising from grooming and pruning activities for delivery to the City's Materials Management Site at 27882 Highway U. Residents expressed a desire for such a service due to their lack of a suitable transport vehicle, physical limitation, time constraint or other consideration which would make such a resident unable to transport their yard waste materials. Such periodic yard waste service will be offered twice a month to the citizens of Sedalia as an optional service at an additional fee as follows:

- a. The City is divided into two (2) groups and collection will occur on the first four (4) Monday's of each month with collection being as follows:

**First and Third Monday's – Residents East of Ohio Avenue
Second and Fourth Monday's – Residents West of Ohio Avenue; and**

- b. Citizens desiring such periodic service will need to sign up to receive this service first through established ways to obtain City trash service; and
- c. for purposes of this collection, "yard waste" consists of grass clippings, leaves, tree limbs and other vegetative debris resulting from the normal grooming and pruning of lawns and landscapes; and
- d. the yard waste must be placed in biodegradable paper bags; however, sticks and tree limbs may be bundled tightly with string, shall not exceed a maximum of 3 feet in length and weigh no more than 25 pounds per bundle ; and

- e. the fee associated with said collection shall be Two dollars (\$2.00) per month with a senior citizen discount of Thirty cents (\$.30) per month or One dollar and seventy cents (\$1.70) per month for citizens of age Sixty (60) years or older; and
- f. said periodic yard waste collection and fee will be suspended during the months of December, January and February of each year.

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

Section 1. Ordinance #10478 enacted on July 18, 2016 is hereby repealed.

Section 2. Section 48-49(e) of the City's Code of Ordinances and City's Fee Schedule is amended to read as follows:

1. "included as part of the residential monthly trash service fee are two (2) two (2) cubic yard "solid waste" pick-up-on-demand collections per residence per year. Also included as part of residential monthly trash service fee are two (2) two (2) cubic yard "yard waste" pick-up-on-demand collections per residence per year. If more than 2 cubic yards are picked up, the resident will be charged \$23.00 per additional cubic yard. Any additional pick-up on demand collections, beyond the two solid waste and the two yard waste pick-up-on-demand collections included in the residential monthly trash service, occurring at the same residence per year will be charged at \$25.00 per cubic yard.
2. An optional twice a month residential yard waste collection is offered at an additional fee as follows:
 - a. The City is divided into two (2) groups and collection will occur on the first four (4) Monday's of each month with collection being as follows:

**First and Third Monday's – Residents East of Ohio Avenue
Second and Fourth Monday's – Residents West of Ohio Avenue; and**

- b. Citizens desiring such period service will need to sign up to receive this service first through established ways to obtain City trash service; and
- c. for purposes of this collection, "yard waste" consists of grass clippings, leaves, tree limbs and other vegetative debris resulting from the normal grooming and pruning of lawns and landscapes; and
- d. the yard waste must be placed in biodegradable paper bags; however, sticks and tree limbs may be bundled tightly with string, shall not exceed a maximum of 3 feet in length and weigh no more than 25 pounds per bundle ; and
- e. the fee associated with said collection shall be Two dollars (\$2.00) per month with a senior citizen discounted fee of One dollar and seventy cents (\$1.70) per month for citizens of age Sixty (60) years or older; and
- f. said yard waste collection and fee will be suspended during the months of December, January and February of each year.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval effective as of October 1, 2016.

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 6th day of September, 2016.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of September, 2016.

Stephen J. Galliher, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

To: Gary Edwards
From: Brenda Ardrey ~~BA~~
Date: August 30, 2016
Subject: Request for Yard Waste Collection Fee

As discussed in previous meetings, Public Works is requesting the addition of a yard waste collection fee to the City's fee schedule and offer the service of twice a month yard waste collection to the citizens of Sedalia.

The City would be divided into two groups and yard waste would be collected on the first four Monday's of the month. The first and third Monday's would be for residents east of Ohio Avenue and the second and fourth Monday's would be for residents west of Ohio Avenue.

The fee associated with the yard waste collection would be as follows, \$2.00 per month and a senior citizen discount of \$.30 per month for anyone 60 years or older similar to the senior citizen discount for trash collection services.

As further information about the service,

"Yard waste" consists of grass clippings, leaves, tree limbs, and other vegetative debris resulting from the normal grooming and pruning of lawns and landscapes. All yard waste collected in Sedalia is taken to the compost site located at the City's Materials Management Site at 27882 Highway U.

Yard waste will need to be placed in biodegradable paper bags, or properly bundled, and placed at the curb/collection point. Paper yard waste bags are offered by several area retailers. Bundles of sticks should be tied tightly with string, should be no longer than 3 feet and weigh no more than approximately 25 pounds per bundle.

The regular weekly collection of yard waste is suspended during the winter months (December 1 through February 28) due to the typically low volume of yard debris generated during this time of year.

Thank you.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A REFUND AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND WASTE CORPORATION OF MISSOURI, LLC A/K/A WCA OF MISSOURI, LLC FOR REPAYMENT IN FULL OF SEWER FEES OVERPAID.

WHEREAS, the City of Sedalia, Missouri has received a proposal for an agreement from Waste Corporation of Missouri, LLC a/k/a WCA of Missouri, LLC (hereinafter WCA); and

WHEREAS, under the proposed agreement, the City of Sedalia, Missouri hereby establishes a repayment method by said City to WCA for repayment in full of Twenty-seven Thousand Two Hundred Fifty Dollars (\$27,250) sewer fees overpaid by providing compost overs and compost material from the City's Compost Facility to WCA from September 1, 2016 to June 30, 2018 as more fully described in the agreement attached hereto as Exhibit A and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the agreement by and between the City of Sedalia, Missouri, and Waste Corporation of Missouri, LLC a/k/a WCA of Missouri, LLC as the agreement has been proposed.

Section 2. The Mayor 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 as the agreement has been proposed.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 6th day of September 2016.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of September 2016.

Stephen J. Galliher, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

WCA

24461 Oak Grove Lane * Sedalia, Missouri 65301 * Direct 660-826-9133 * Office 660-826-5499

February 24, 2016

Mr. Gary Edwards
Administrator
City of Sedalia
Municipal Building Office 200
200 S. Osage Avenue
Sedalia, Missouri 65301

Dear Sir;

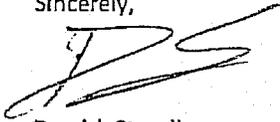
In February of 2015 the Central Missouri Landfill (CML) installed a flow meter to track sewer discharge to the City of Sedalia. During a recent audit of our records it was discovered that CML has been being overbilled by the City.

According to billing records from the City of Sedalia from February 1, 2015 to January 31, 2016 the City billed CML for direct discharge of 10,829,764 gallons of sewer discharge. CML flow meter readings indicate that a total of 4,305,656 gallons were actually discharged which is further supported by individual sump pump readings at each onsite sump which ultimately flow into the central flow meter at our lift station. The total dollar amount billed by the City for this period was \$47,228.65 which represents an overbilling by the City of \$27,207.35. We ask that going forward that the City take meter readings from our lift station.

We would like to discuss this matter with appropriate staff at the City of Sedalia as soon as practical. In the meantime, we have adjusted our January bill to reflect the correct billing. We would also like to discuss an adjustment going back to December of 2012.

If you have questions or need additional information, please contact me at your convenience.

Sincerely,



Derrick Standley
Director Landfill Operations and Engineering
Cell: 314-420-3058
DStandley@wcamerica.com

AGREEMENT BETWEEN THE CITY OF SEDALIA AND
WASTE CORPORATION OF MISSOURI, LLC A/K/A WCA OF MISSOURI, LLC

This is an Agreement by and between the City of Sedalia, Missouri (referred to herein as the "City") and Waste Corporation of Missouri, Inc. (now known as Waste Corporation of Missouri, LLC and also known as WCA of Missouri, LLC, and referred to herein as "WCA"), setting forth a repayment method to be used by the City to provide compost and compost overs as repayment in full for a sewer fees overpaid in the amount of twenty-seven thousand two hundred and fifty U.S. dollars (\$27,250) made by WCA.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto do agree as follows:

- A. The City shall make the compost overs and compost material set forth in this Agreement available to WCA from the City's Materials Management Facility at 27882 Highway U, Sedalia Missouri.

- B. In relation to compost overs:
 - a. The City shall in September 2016 make available to WCA two thousand (2,000) cubic yards of compost overs material.
 - b. The City shall from October 2016 through September, 2017 make available to WCA a total of six thousand nine hundred (6,900) cubic yards of compost overs material.
 - c. The quantity of compost overs material to be made available each month by the City to WCA is:
 - i. beginning in October 2016 and continuing through August 2017, six hundred (600) cubic yards; and
 - ii. during September 2017, three hundred (300) cubic yards.
 - d. The value of the each cubic yard of compost overs material is Two U.S. Dollars (\$2.00).
The City is providing to WCA compost overs material with a total value of Seventeen Thousand Eight Hundred U.S. Dollars (\$17,800)

- C. In relation to compost material:
 - a. The City shall from October 2016 through June, 2018 make available to WCA a total of two thousand one hundred (2,100) cubic yards of compost material.
 - b. The City shall make available to WCA one hundred (100) cubic yards.

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- c. The value of each cubic yard of compost material is Four and One-half U.S. Dollars (\$4.50) per cubic yard. The City is providing to WCA compost material with a total value of Nine Thousand Four Hundred Fifty (\$9,450) U.S. Dollars.
- D. WCA shall provide transport trailers for the City to load with the compost and overs material.
- E. The City shall load the material onto WCA transport trailers at the Highway U location.
- F. The City is providing to WCA compost overs and compost materials in full repayment of WCA's overpayment of sewer fees to the City of Sedalia.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year below written.

WASTE CORPORATION OF MISSOURI, LLC:

Name

Title

CITY OF SEDALIA:

STEPHEN J. GALLIHER,
Mayor

ATTEST:

ARLENE SILVEY,
City Clerk

TO: Gary Edwards
FROM: Brenda Ardrey ~~EA~~
DATE: August 29, 2016
SUBJECT: Memo for Agreement with WCA – Sewer Fee Overpayment

Attached is a copy of a February 24, 2016 letter from Waste Corporation of Missouri, LLC (WCA) detailing a WCA overpayment issue related to WCA's sewer discharge from their Central Missouri Landfill via a forcemain to the City of Sedalia sanitary sewer system. After reviewing the data used by the City to prepare the billing and the data available from the WCA calibrated flowmeter, it was determined that the amount stated by WCA in their letter was overbilled by the City. The billing issue has been corrected. The City now bills based upon the WCA flowmeter and verifies the WCA flowmeter via a new City flowmeter recently installed.

Also included is a copy of a proposed agreement between the City of Sedalia and WCA. This proposed agreement repays WCA over a stated period of months by providing compost and compost overs material for use at the WCA-Central Missouri Landfill as repayment in full for the sewer fee overpayment. WCA has indicated they would accept this material in repayment for the overbilling. (Note: The repayment amount was computed based upon 100 cu yd units.)

If after reviewing the agreement should you have questions, please let me know.

Thank you.

City of Sedalia
Department Bills 9-6-2016

Vendor Name	Invoice Number	Amount
Advanced Maintenance	4002	\$ 4,707.00
Advanced Maintenance	4008	\$ 3,988.00
Animal Care Equipment	46855	\$ 157.15
Arlene Silvey	0816	\$ 74.50
Art & Graphics Innovations Llc	1870	\$ 1,195.00
Ascent Aviation Group, Inc.	383705	\$ 14,386.81
Ascent Aviation Group, Inc.	M164324	\$ (50.00)
Ascent Aviation Group, Inc.	M167204	\$ 261.30
Ascent Aviation Group, Inc.	M167243	\$ (62.00)
Ascent Aviation Group, Inc.	M167254	\$ 65.37
Ascent Aviation Group, Inc.	M167646	\$ 46.00
Associated Door Co	35884	\$ 393.50
AT & T	0816-21	\$ 65.00
AT & T	0916	\$ 1,621.63
AT & T	0916A	\$ 401.83
AT & T	0916B	\$ 3,334.48
Bill Branstetter	171659	\$ 25.81
Bings West	104	\$ (1.19)
Bings West	89	\$ 15.94
Boone Quarries	246844	\$ 43.73
Boone Quarries	246845	\$ 82.66
Boone Quarries	246846	\$ 511.38
Boone Quarries	246847	\$ 2,620.41
Boone Quarries	247890	\$ 50.85
Boone Quarries	247891	\$ 693.69
Boone Quarries	249462	\$ 35.63
Boone Quarries	249463	\$ 45.15
Boone Quarries	249464	\$ 126.40
Bothwell Regional Health Ctr	39	\$ 142.00
Bryant Motor Co	94758	\$ 765.20
C & C Electric	16-061	\$ 150.00
C & C Electric	16-062	\$ 618.00
Central Stone Company	676121	\$ 1,757.44
Central Stone Company	677294	\$ 3,684.88
Champion Brands LLC	505688	\$ 419.23
Charter Communications	0916-12B	\$ 101.74
Charter Communications	0816-14	\$ 89.98
Charter Communications	0816-19A	\$ 130.39
Cintas Corp #379	379234975	\$ 999.30
Cintas Corp #379	379243900	\$ 883.52
Cintas Corp #379	379244904	\$ 882.95
Cintas Corporation	5005735755	\$ 82.23
Cintas Corporation	5005735777	\$ 40.67
Cintas Corporation	5005893906	\$ 152.89
Cintas Corporation	5005893907	\$ 125.80
Cintas Fire Protection	5005735754	\$ 26.33
Cintas Fire Protection	5005735757	\$ 38.86
CJ Radiators	486999	\$ 95.00
Creative Product Sourcing Inc	96252	\$ 1,958.88
Crow-Burlingame Co	00720100917	\$ 24.53
Crow-Burlingame Co	00720100988	\$ 12.49
Crow-Burlingame Co	00720100989	\$ 7.75
Crow-Burlingame Co	00720101029	\$ 9.99
Crow-Burlingame Co	00720101041	\$ 140.00
Crow-Burlingame Co	00720101072	\$ 27.72
Crow-Burlingame Co	00720101170	\$ 10.99
Crow-Burlingame Co	00720101175	\$ 9.38
Crow-Burlingame Co	00720101269	\$ 19.30
Crow-Burlingame Co	00720101290	\$ 18.51
Crow-Burlingame Co	00720101349	\$ 26.09
Crow-Burlingame Co	00720101350	\$ 26.93
Crow-Burlingame Co	00720101369	\$ 22.98

**City of Sedalia
Department Bills 9-6-2016**

Vendor Name	Invoice Number	Amount
Crow-Burlingame Co	00720101389	\$ 26.93
Crow-Burlingame Co	00720101409	\$ 8.00
Crow-Burlingame Co	00720101482	\$ 6.18
Crow-Burlingame Co	00720101488	\$ 45.00
Crow-Burlingame Co	00720101490	\$ 9.33
Crow-Burlingame Co	00720101545	\$ 17.96
Crow-Burlingame Co	00720101547	\$ 5.33
Crow-Burlingame Co	00720101562	\$ 27.06
Crow-Burlingame Co	00720101577	\$ 45.58
Crow-Burlingame Co	00720101599	\$ 8.20
Crow-Burlingame Co	00720101606	\$ 13.84
Crow-Burlingame Co	00720101626	\$ 14.65
Crow-Burlingame Co	00720101634	\$ 113.00
Crow-Burlingame Co	00720101666	\$ 20.96
Crow-Burlingame Co	00720101672	\$ 45.99
Crow-Burlingame Co	00720101680	\$ 55.04
Crow-Burlingame Co	00720101697	\$ 5.16
Crow-Burlingame Co	00720101699	\$ 24.16
Crow-Burlingame Co	00720101735	\$ 29.99
Crow-Burlingame Co	00720101758	\$ 10.68
Crow-Burlingame Co	00720101842	\$ 7.98
Crow-Burlingame Co	00720101878	\$ 87.70
Crow-Burlingame Co	00720101880	\$ 11.44
Crow-Burlingame Co	0720101949	\$ 63.87
Crow-Burlingame Co	00720101881	\$ 8.49
Crow-Burlingame Co	00720101925	\$ 12.48
Crow-Burlingame Co	00720101961	\$ 15.29
Crow-Burlingame Co	00720102008	\$ 14.73
Crow-Burlingame Co	00720102014	\$ 5.40
Crow-Burlingame Co	0720102114	\$ 9.10
Crow-Burlingame Co	0720102185	\$ 23.33
Crow-Burlingame Co	00720102201	\$ 26.16
Crow-Burlingame Co	00720102205	\$ 8.98
Crow-Burlingame Co	0720102206	\$ 17.98
Crow-Burlingame Co	00720102246	\$ 151.97
Crow-Burlingame Co	00720102249	\$ 31.22
Crow-Burlingame Co	0720102330	\$ 93.75
Crow-Burlingame Co	0720102336	\$ 32.66
Crown Power & Equipment Co	52400L	\$ 108.48
Crown Power & Equipment Co	52423L	\$ (2.44)
Crown Power & Equipment Co	52425L	\$ (34.38)
Custom Products Corp	278315	\$ 278.20
Denise Bryant	0816	\$ 37.50
Eagle Capital Corporation	3198	\$ 612.51
Eagle Capital Corporation	3200	\$ 603.33
Eagle Capital Corporation	3226	\$ 623.73
Eagle Capital Corporation	3227	\$ 621.43
Eagle Capital Corporation	3228	\$ 609.45
Eagle Capital Corporation	3229	\$ 607.66
Eagle Capital Corporation	3230	\$ 621.69
Eagle Capital Corporation	3231	\$ 623.98
Eagle Capital Corporation	3232	\$ 608.94
Eagle Capital Corporation	3233	\$ 627.30
Eagle Capital Corporation	3234	\$ 619.14
Eagle Capital Corporation	3235	\$ 609.70
Eagle Capital Corporation	3267	\$ 613.02
Eagle Capital Corporation	3268	\$ 624.24
Eagle Capital Corporation	3269	\$ 616.33
Eagle Capital Corporation	3270	\$ 628.83
Eagle Capital Corporation	3271	\$ 615.31
Eagle Capital Corporation	3280	\$ 655.09
Eagle Capital Corporation	3281	\$ 652.03

**City of Sedalia
Department Bills 9-6-2016**

Vendor Name	Invoice Number	Amount
Eagle Capital Corporation	3316	\$ 616.59
Eagle Capital Corporation	3317	\$ 618.37
Eagle Capital Corporation	3318	\$ 607.92
Eagle Capital Corporation	3320	\$ 613.53
Eagle Capital Corporation	3321	\$ 620.41
Eagle Capital Corporation	3322	\$ 622.96
Eagle Capital Corporation	3323	\$ 615.06
Eagle Capital Corporation	3324	\$ 624.49
Eagle Capital Corporation	3325	\$ 623.47
Eagle Capital Corporation	3326	\$ 613.53
Eagle Capital Corporation	3327	\$ 614.55
Eagle Capital Corporation	3351	\$ 629.85
Eagle Capital Corporation	3352	\$ 615.82
Eagle Capital Corporation	3353	\$ 630.87
Eagle Capital Corporation	3354	\$ 623.47
Eagle Capital Corporation	3355	\$ 614.04
Ed M Feld Equip Co Inc.	0299671-IN	\$ 490.00
Ed M Feld Equip Co Inc.	0300006-IN	\$ 255.00
Ed M Feld Equip Co Inc.	0300041-IN	\$ 520.00
Ed M Feld Equip Co Inc.	0300052-IN	\$ 5,739.00
Edm Publishers	0816	\$ 99.00
Elliott Equipment Co.	136045	\$ 220.90
Elliott Equipment Co.	136093	\$ 171.10
Elliott Equipment Co.	136111	\$ 1,459.43
Elliott Equipment Co.	136145	\$ 858.25
Empire District	0816-12	\$ 100.16
Empire District	0816-12A	\$ 64.05
Empire District	0816-14F	\$ 54.47
Empire District	0816-14H	\$ 28.68
Empire District	0816-17A	\$ 33.11
Empire District	0816-18	\$ 264.50
Empire District	0816-19A	\$ 30.16
Empire District	0816-20	\$ 29.42
Empire District	0816-21	\$ 111.43
Empire District	0816-21A	\$ 26.47
Empire District	0816-61	\$ 99.61
Empire District	0816-61A	\$ 85.00
Empire District	0816-61B	\$ 25.00
Empire District	0816-61L	\$ 26.47
Empire District	0816-61M	\$ 34.58
Empire District	0816-61N	\$ 37.52
Empire District	0816-65	\$ 40.48
Engineered Compost System	88-526	\$ 550.33
Engineered Compost System	88-539	\$ 330.58
Engineering Surveys & Services	ESS070116	\$ 349.00
Engineering Surveys & Services	ESS070117	\$ 324.00
Engineering Surveys & Services	ESS070118	\$ 360.00
Engineering Surveys & Services	ESS070200	\$ 1,224.00
Engineering Surveys & Services	ESS070201	\$ 1,249.00
Engineering Surveys & Services	ESS070202	\$ 1,224.00
Family Medicine Associates Pc	0816-Schnell	\$ 593.70
Fastenal Company	162277	\$ 30.78
Fedex	1375-6649-4	\$ 26.74
Fischer Concrete Service Inc	34771	\$ 2,116.69
Fischer Concrete Service Inc	34981	\$ 551.44
Foley Rental	H01370-01	\$ 184.99
Forklifts Of Central Missouri Inc	S0063601	\$ 1,274.29
Forklifts Of Central Missouri Inc	S0063660	\$ 298.72
Forklifts Of Central Missouri Inc	S0064010	\$ 203.81
Galls LLC	005874444	\$ 15.00
Graphics Enterprises, Inc	AR677784	\$ 602.96
Graphics Enterprises, Inc	AR677953	\$ 194.97

**City of Sedalia
Department Bills 9-6-2016**

Vendor Name	Invoice Number	Amount
Graphics Enterprises, Inc	AR678091	\$ 351.98
Graphics Enterprises, Inc	AR678568	\$ 499.93
Greg's Appliance Repair	11589	\$ 28.71
Greg's Appliance Repair	11591	\$ 99.00
Gw Van Keppel Co	PSO055458-1	\$ 149.32
Gw Van Keppel Co	PSO064045-1	\$ 382.74
Heritage-Crystal Clean LLC	14170765	\$ 198.17
Hillyard - Columbia	602176578	\$ 200.38
Hillyard - Columbia	602186003	\$ 537.11
Hillyard - Columbia	602193606	\$ 37.10
Hillyard - Columbia	602195429	\$ 152.62
Hillyard - Columbia	602204880	\$ 147.10
IBT Inc.	6846097	\$ 122.72
I-Land Internet Services	1815056	\$ 59.95
I-Land Internet Services	1815057	\$ 3.99
J Gardner & Associates Inc	9029	\$ 305.00
Jill Green	0816	\$ 18.23
John Deere Financial	2776648	\$ 823.01
John Deere Financial	2778040	\$ 543.94
John Deere Financial	2779671	\$ 72.28
John Deere Financial	012443	\$ 29.94
KCP&L	0916-14J	\$ 36.29
KCP&L	0916-61F	\$ 315.84
KCP&L	0916-61P	\$ 80.41
KCP&L	0816-05	\$ 192.90
KCP&L	0816-11A	\$ 27.51
KCP&L	0816-12A	\$ 1,384.43
KCP&L	0816-14	\$ 12.61
KCP&L	0816-14C	\$ 163.95
KCP&L	0816-14D	\$ 138.01
KCP&L	0816-14M	\$ 17.19
KCP&L	0816-14Q	\$ 33.44
KCP&L	0816-14U	\$ 30.66
KCP&L	0816-17	\$ 27.62
KCP&L	0816-18	\$ 1,133.18
KCP&L	0816-20	\$ 1,042.05
KCP&L	0816-21	\$ 815.25
KCP&L	0816-24	\$ 19.25
KCP&L	0816-24C	\$ 104.79
KCP&L	0816-61A	\$ 14,938.82
KCP&L	0816-61B	\$ 977.19
KCP&L	0816-61C	\$ 1,115.82
KCP&L	0816-61H	\$ 17.19
KCP&L	0816-61J	\$ 152.27
KCP&L	0816-61K	\$ 18.43
KCP&L	0816-61L	\$ 221.28
KCP&L	0816-61Q	\$ 110.08
KCP&L	0816-61Y	\$ 64.29
KCP&L	0816-COMP	\$ 816.34
KCP&L	0816-MUNI Bldg	\$ 3,840.24
Key Hydraulics	16-41807	\$ 104.19
Key Hydraulics	16-41858	\$ 27.99
Key Hydraulics	16-41870	\$ 186.02
Key Hydraulics	16-41885	\$ 89.04
Key Hydraulics	16-41905	\$ 7.02
Key Hydraulics	16-41930	\$ 83.72
Key Hydraulics	16-41949	\$ 34.36
Lauber Municipal Law, LLC	2396	\$ 2,728.75
Lauber Municipal Law, LLC	2397	\$ 56.25
Lea's Truck Service Llc	9770pts	\$ 39.30
Leon Uniform Co Inc	384200-81	\$ (59.99)
Leon Uniform Co Inc	386423	\$ 113.50

**City of Sedalia
Department Bills 9-6-2016**

Vendor Name	Invoice Number	Amount
Leon Uniform Co Inc	386423-01	\$ 187.59
Leon Uniform Co Inc	387164	\$ 240.40
Main Street Logo	3280	\$ 126.00
Main Street Logo	3290	\$ 299.00
Matthew Sprinkles	0816	\$ 1,266.30
Max Fire Apparatus Inc	007009	\$ 635.48
MCI	0916	\$ 229.38
MFA Oil & Propane	D0002111685	\$ 4,784.14
MFA Oil & Propane	D0002097608	\$ 4,144.27
MFA Oil & Propane	D0002104841	\$ 3,653.84
MFA Oil & Propane	D0002114402	\$ 1,016.54
Midland Printing Company	83447	\$ 340.20
Midwest Radar & Equipment	159375	\$ 585.00
Mike Shankles	0816	\$ 20.00
Missouri Department of Corrections	7257	\$ 1,507.50
Missouri Department of Revenue	51164	\$ 70.00
Missouri Police Canine Association	0916 - Connor	\$ 225.00
Missouri Police Canine Association	0916 - Lorenz	\$ 225.00
Missouri Police Canine Association	0916A- Connor	\$ 35.00
Missouri Police Canine Association	0916A- Lorenz	\$ 35.00
Missouri Safety Center	531	\$ 50.00
Missouri Typewriter Of Warrensburg Inc	29287	\$ 95.00
Mitchell	IB19227063	\$ 265.45
Mo Aqua	0764981	\$ 51.00
Mo Aqua	0765223	\$ 26.00
MoAqua LTD - Culligan Water	0764495	\$ 13.00
MoAqua LTD - Culligan Water	0764975	\$ 13.00
MoAqua LTD - Culligan Water	0765141	\$ 19.50
Moore's Flower Shop & Greenhouse	156851	\$ 125.00
Moperm	A-14782	\$ 1,000.00
Motion Industries Inc	MO37-527689	\$ 77.99
Motorola Solutions	13114675	\$ 2,193.01
Oceanquip LLC	16-635	\$ 312.97
Olsson Associates	259795	\$ 39,650.50
O'Reilly Automotive Inc.	0114-417131	\$ 324.50
O'Reilly Automotive Inc.	0114-417426	\$ 20.00
O'Reilly Automotive Inc.	0114-417917	\$ 126.83
O'Reilly Automotive Inc.	0114-418180	\$ 9.99
O'Reilly Automotive Inc.	0114-419131	\$ 46.95
O'Reilly Automotive Inc.	0247-463204	\$ 33.03
Otten Small Engine Service	190349	\$ 34.95
Otten Small Engine Service	201618	\$ 24.99
Otten Small Engine Service	203688	\$ 86.95
Pettis County Title Co.	PSR16-100	\$ 75.00
Pinnacle Peak Holding Corporation	27461	\$ 2,634.00
Positive Promotions, Inc	05554552	\$ 549.49
Printlynx	118885	\$ 190.44
Printlynx	119254	\$ 84.10
Rac-Jac Properties	0816-12	\$ 19.50
Rac-Jac Properties	0816-13	\$ 522.02
Rac-Jac Properties	0816-16	\$ 6.50
Red Municipal and Industrial Equipment Cc	9632	\$ 343.05
Rick Ball Ford - Sedalia	139416	\$ 118.40
Rick Ball Ford - Sedalia	139493	\$ 67.60
Rick Ball Ford - Sedalia	90845	\$ 2,609.04
Ricoh USA Inc	5044033568	\$ 41.28
Schultz Wrecking Service	0816	\$ 1,500.00
Sedalia Democrat	300513902	\$ 493.43
Sedalia Electric Motors Inc	8678	\$ 4,250.00
Sedalia Peterbilt	SP53370	\$ 368.44
Sedalia Starter & Alternator Service	23745	\$ 166.00
Sedalia/Pettis Co Dev Co	0916	\$ 10,833.00

**City of Sedalia
Department Bills 9-6-2016**

Vendor Name	Invoice Number	Amount
Sentinel Emergency Solutions	43332	\$ 137.37
SHI International Corp	B05356325	\$ 1,848.67
SMC Electric Supply	60221099-00	\$ 8.04
Smith Paper & Janitor Supply	315253	\$ 136.57
Smith Paper & Janitor Supply	614160-1	\$ 29.16
Smith Paper & Janitor Supply	614451	\$ 209.21
Smith Paper & Janitor Supply	614529	\$ 103.76
Smith Paper & Janitor Supply	6147876	\$ 132.07
Smith Paper & Janitor Supply	614871	\$ 150.85
Smith Paper & Janitor Supply	615189	\$ 35.07
Smith Paper & Janitor Supply	615335	\$ 15.11
Staples Business Advantage	3306445911	\$ 153.98
Staples Business Advantage	3309991790	\$ 133.32
Staples Business Advantage	3310911098	\$ 286.82
Staples Business Advantage	3311430616	\$ 84.83
Staples Business Advantage	3311430687	\$ 18.99
Staples Business Advantage	3311430688	\$ 11.79
Staples Business Advantage	3311430823	\$ 209.98
Staples Business Advantage	3312133528	\$ (31.47)
Staples Business Advantage	3312133707	\$ 68.76
State Fair Towing	19166	\$ 35.00
Stephen Galliher	0816	\$ 16.28
Stewart-Amos Equipment Co	290319	\$ 249.82
Stewart-Amos Equipment Co	290415	\$ 791.36
Stewart-Amos Equipment Co	290500	\$ 135.83
StormWind Studios	13223	\$ 3,625.00
SUEZ Treatment Solutions Inc	900035020	\$ 3,062.88
Syn-Tech Systems Inc	131804	\$ 235.00
Tallman Company	S138387	\$ 7.26
The Spay And Neuter Clinic	740389	\$ 616.00
The Spay And Neuter Clinic	740391	\$ 528.00
The Ups Store	0881	\$ 20.34
The Ups Store	1448	\$ 351.90
The Ups Store	4489	\$ 10.20
The Ups Store	4770	\$ 10.20
The Victor L. Phillips Co.	IK91316	\$ 666.46
Thompson Hills Animal Clinic	0	\$ 234.00
Thyssenkrupp Elevator Corp	6000210846	\$ 294.00
Tim's Tree Service Llc	4438	\$ 1,700.00
Tim's Tree Service Llc	4449	\$ 2,600.00
Tire Centers Llc	6500156011	\$ 251.20
Tire Centers Llc	6500156220	\$ 91.53
Tire Centers Llc	6500156230	\$ 99.95
Tomo Drug Testing	191598	\$ 166.00
Trans-Central Suppliers Inc	0236220	\$ 373.89
Trans-Central Suppliers Inc	0236298	\$ 66.96
United Rotary Brush Corp	CI190667	\$ 274.69
University Of Missouri - Columbia AR	EXT0010092	\$ 764.00
University Of Mo Health Care	EC3302	\$ 120.00
Usa Bluebook	027144	\$ 310.91
Usa Bluebook	038477	\$ 119.73
USIC Locating Service Inc	192158	\$ 2,212.19
Vance Brothers Inc.	353	\$ (1,979.25)
Vance Brothers Inc.	3726	\$ 1,560.00
Vance Brothers Inc.	3729	\$ 2,550.60
Vance Brothers Inc.	3730	\$ 2,386.80
Vance Brothers Inc.	3731	\$ 2,626.65
Vance Brothers Inc.	3734	\$ 2,546.70
Vance Brothers Inc.	3735	\$ 2,505.75
Vance Brothers Inc.	3736	\$ 2,443.35
Vance Brothers Inc.	3738	\$ 2,425.80
Vance Brothers Inc.	3740	\$ 2,152.80

**City of Sedalia
Department Bills 9-6-2016**

Vendor Name	Invoice Number	Amount
Vance Brothers Inc.	3742	\$ 2,326.35
Vance Brothers Inc.	3744	\$ 2,382.90
Vance Brothers Inc.	3746	\$ 1,905.15
Vance Brothers Inc.	3747	\$ 2,457.00
Vance Brothers Inc.	3748	\$ 2,379.00
Vance Brothers Inc.	3752	\$ 1,066.65
Vance Brothers Inc.	3753	\$ 1,755.00
Vance Brothers Inc.	3754	\$ 2,636.40
Vance Brothers Inc.	3755	\$ 2,536.95
Vance Brothers Inc.	3756	\$ 2,587.65
Vance Brothers Inc.	3757	\$ 2,620.80
Vance Brothers Inc.	3758	\$ 785.85
Vance Brothers Inc.	3762	\$ 2,476.50
Vance Brothers Inc.	3764	\$ 2,575.95
Vance Brothers Inc.	3778	\$ 2,326.35
Vance Brothers Inc.	3779	\$ 2,574.00
Vance Brothers Inc.	3781	\$ 2,304.90
Vance Brothers Inc.	3785	\$ 1,885.65
Vance Brothers Inc.	3787	\$ 2,201.55
Vance Brothers Inc.	3790	\$ 1,158.30
Vance Brothers Inc.	3798	\$ 2,304.90
Vance Brothers Inc.	3800	\$ 2,312.70
Vance Brothers Inc.	3803	\$ 2,304.90
Vance Brothers Inc.	3804	\$ 2,406.30
Vance Brothers Inc.	3807	\$ 774.15
Vance Brothers Inc.	3819	\$ 2,340.00
Vance Brothers Inc.	3820	\$ 6,105.45
Vance Brothers Inc.	3821	\$ 2,525.25
Vance Brothers Inc.	3822	\$ 2,515.50
Vance Brothers Inc.	3823	\$ 1,090.05
Verizon Wireless	9770628687	\$ 2,957.97
W & M Welding Inc	47231	\$ 5.20
Warehouse Tire & Muffler	204617	\$ 1,112.70
Warehouse Tire & Muffler	204731	\$ 740.58
West Group	834478672	\$ 361.63
Western Extralite Company	S5443602.002	\$ 355.82
Western Extralite Company	S5445374.001	\$ 533.73
Westlakes Hardware	1222161	\$ 57.95
Westlakes Hardware	1222301	\$ 12.36
Westlakes Hardware	1222547	\$ 18.53
Westlakes Hardware	1222512	\$ 8.99
Westlakes Hardware	1222489	\$ 14.83
Wilson & Company Inc	66982	\$ 334.00
Wilson & Company Inc	66983	\$ 7,372.00
Zoetis US LLC	9002356919	\$ 109.00
Zoetis US LLC	9002356941	\$ 106.50
Total Bills To Be Paid		\$ 344,033.13