



PRE-COUNCIL MEETING

Mayor's Conference Room
Municipal Building
Monday, November 7, 2016
6:15 p.m.

MAYOR: STEPHEN J. GALLIHER

MAYOR PRO-TEM: TOLBERT ROWE

Work Session – 6:15 p.m.

1. Presentation – Recycling program for County residents
2. Presentation – Financial Update

Committee Meetings – immediately following work session

PUBLIC SAFETY COMMITTEE Police and Fire	Russell Driskell, Chair Mary Merritt, Vice Chair
1. Review Ordinance amending the budget for the Fiscal Year 2016-2017 regarding the new Police Department Project land purchases and design services.	

PUBLIC WORKS COMMITTEE Public Works, Water Pollution Control, Community Development, Water, Parks, Airport, Cemeteries and Community Center	Jeff Leeman, Chair Bob Cross, Vice Chair
<ol style="list-style-type: none"> 1. Review Bids and Ordinance approving and accepting an agreement by and between the City of Sedalia, Missouri and Foley Equipment Company for a maintenance plan for emergency generators located within various City departments. 2. Review Ordinance approving and accepting a sales agreement by and between the City of Sedalia, Missouri and Foley Equipment Company for the purchasing of a mini-excavator to be utilized by the Sanitation and Water Pollution Control departments. 3. Review Ordinance amending Section 48-53 of the City's Code of Ordinances by including a service that provides individuals residing outside the corporate city limits of Sedalia an opportunity to recycle materials for a fee and incorporating such service fee into the City's fee schedule. 4. Review Ordinance approving and accepting a letter agreement for professional services by and between the City of Sedalia, Missouri and Olsson Associates for the North Wastewater Treatment Plant Screening Improvements Project. 	

FINANCE/ADMINISTRATION COMMITTEE Administrative, Library and Hospital	Donald Meier, Chair Bonita Nash, Vice Chair
<ol style="list-style-type: none"> 1. Review Ordinance amending the budget for the Fiscal Year 2016-2017 regarding increased minimum wage for exempt employees. 2. Review Ordinance amending Appendix A of the City of Sedalia's Personnel Regulations Manual pertaining to the FLSA Exempt Employee Classification List. 3. Review Ordinance amending Ordinance No. 9940 relating to amending existing classifications and job descriptions for Public Works Project Manager for the Public Works Department and for Building Maintenance Supervisor for the Community Development Department. 4. Review Ordinance repealing Section 58-22 of the Code of Ordinances of the City of Sedalia, Missouri relating to Jake Braking within the City Limits of the City of Sedalia, Missouri. 	

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



CITY COUNCIL MEETING AGENDA

City Council Chambers
Municipal Building
Monday, November 7, 2016
7:00 p.m.

A. PRAYER LED BY REVEREND MCDOWELL FOLLOWED BY PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. SERVICE AWARDS

1. Stephen Rucker – Captain – Fire Department – 15 years of service

I. MINUTES

1. Pre-Council Meeting October 17, 2016
2. Regular Council Meeting October 17, 2016

II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES

1. Acceptance of Planning & Zoning Commission minutes dated September 21, 2016

III. ROLL CALL OF STANDING COMMITTEES

A. PUBLIC SAFETY – Councilmember Russell Driskell

B. PUBLIC WORKS – Councilmember Jeff Leeman

1. Award bid for Generator Maintenance Services

C. FINANCE / ADMINISTRATION – Councilmember Donald Meier

IV. NEW BUSINESS

A. ORDINANCES AND RESOLUTIONS

- Amending the budget for the Fiscal Year 2016-2017 regarding the new Police Department Project land purchases and design services
- Approving and accepting an agreement by and between the City of Sedalia, Missouri and Foley Equipment Company for a maintenance plan for emergency generators located within various City departments
- Approving and accepting a Sales Agreement by and between the City of Sedalia, Missouri and Foley Equipment Company for the purchase of a mini-excavator to be utilized by the Sanitation and Water Pollution Control Departments
- Amending Section 48-53 of the City's Code of Ordinances by including a service that provides individuals residing outside the corporate city limits of Sedalia an opportunity to recycle materials for a fee and incorporating such service fee into the City's fee schedule
- Approving and accepting a letter agreement for professional services by and between the City of Sedalia, Missouri and Olsson Associates for the North Wastewater Treatment Plant Screening Improvements Project
- Amending the budget for the Fiscal Year 2016-2017 regarding increased minimum wage for exempt employees
- Amending Appendix A of the City of Sedalia's Personnel Regulations Manual pertaining to the FLSA Exempt Employee Classification List
- Amending Ordinance No. 9940 relating to amending existing classifications and job descriptions for Public Works Project Manager for the Public Works Department and for Building Maintenance Supervisor for the Community Development Department
- Repealing Section 58-22 of the Code of Ordinances of the City of Sedalia, Missouri relating to Jake Braking within the City Limits of the City of Sedalia, Missouri

Click on any agenda item to view the related documentation

B. APPOINTMENTS

New Appointments to Sedalia Area Tourism Commission:

- *Stephen J. Galliher – City of Sedalia – 2 year term: January 1, 2017-December 31, 2018
- *Erica Eisenmenger – Motel Rep. – 3 year term: January 1, 2017-December 31, 2019

C. LIQUOR LICENSES

Renewals:

- *Tom Munson dba Best Western State Fair Inn, 3120 S Limit, Sunday Sales, \$300
- *Crystal Sims dba Wood Supermarkets, Inc., 701 E Broadway, Liquor Tasting, \$37.50
- *Stahun Ent., LLC dba Fitter's 5th Street Pub, 500 S Ohio, Liquor by the Drink, \$450
- *Brent Ravenscraft dba Aldi #88, 3701 W Broadway, Packaged Liquor & Sunday Sales, \$450
- *Terri Ballard dba Hayden Liberty Center Assoc., 111 W 5th, Beer/Wine, \$75

D. APPROVAL OF DEPARTMENT BILLS

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

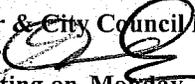
F. GOOD AND WELFARE

G. ADJOURN TO CLOSED DOOR SESSION – In accordance with Sections 610.021 (1) & (2) RSMo to closed-door session for Legal Advice and Lease, Sale or Purchase of Real Estate.

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



OFFICE OF THE CITY ADMINISTRATOR

To: Honorable Mayor Stephen Galliher & City Council Members
From: Gary Edwards, City Administrator 
Re: Agenda items for City Council meeting on Monday, November 7, 2016

This meeting begins at 6:15 p.m.

Presentations:

1. Recycling program for County Residents
2. Financial Update

Public Safety Committee:

1. Review Ordinance amending the budget for Fiscal Year 2016-2017, by \$583,500, regarding the new Police Department Project land purchases and design services.

Public Works Committee:

1. Review Bids and Ordinance approving and accepting an agreement between the City and Foley Equipment Company for a maintenance plan for emergency generators located within various City departments. The City received eight proposals for this project. It was necessary to re-advertise the original Request for Proposal because of the need for clarified information. Staff recommends awarding the generator maintenance services contract to Foley Equipment, which is the current provider and the low bid. This is a three year contract.
2. Review Ordinance approving a sales agreement between the City and Foley Equipment for the purchase of a mini-excavator to be utilized by the Sanitation and Water Pollution Control Departments. This piece of equipment would replace a budgeted Skid Steer. Instead of a lease purchase, as was the case with the Skid Steer, it was determined that it would be best to purchase outright the Mini-excavator for \$62,276.71. The Public Works staff is requesting approval to purchase the mini-excavator.
3. Review Ordinance amending Section 48-53 of the City's Code of Ordinances by including a service that provides individuals residing outside the city limits an opportunity to recycle materials for a fee. This proposal was submitted by the City Public Works Department as a solution to the issue of county residents using the former dumpsters at the Thompson Hills Shopping Center and at 1002 S. Massachusetts Avenue for recycling. However, when the City began curbside recycling, except for glass, the dumpsters were no longer available. Recycling in Sedalia is paid for through a Sedalia resident's utility bill and is not paid by sales tax. Now that the City provides curbside recycling to its residents, the recycling dumpsters are no longer available (except for glass). Consequently, this recycling proposal is being offered to county residents. The Pettis County Commissioners support the City's recycling initiative for County residents.
4. Review Ordinance approving a letter agreement for professional services between the City and Olsson Associates for the North Wastewater Treatment Plant bar screening improvement project. This project is approved in the FY2017 budget. Olsson will, if approved, perform the engineering services for this project. The amount for all engineering tasks associated with this project total \$81,722. It was pointed out during the budget discussions that the bar screening work is important to the continued efficient operation of the wastewater plant.

Finance/Administration Committee:

1. Review Ordinance amending the Fiscal Year 17 budget regarding increased minimum wage for exempt employees. The new Federal Labor Standards Act (FLSA) goes into effect on December 1st. It pertains to exempt employees and hourly employees. In order to be classified as exempt, an employee must meet one of the exemption classifications and also meet the salary tests. Five positions within City Government are impacted by the new federal directive. After discussions with Department Heads it was decided to have two of the positions as hourly and three will remain exempt. The three exempt positions will require an increase in salary in order to meet the new federal requirements. The total increase for all positions is \$26,356.41. This is the reason there is a need for the budget amendment.
2. Review Ordinance amending Appendix A of the City Personnel Regulations Manual pertaining to the FLSA Exempt Employee Classification list.
3. Review Ordinance amending Ordinance No. 9940 relating to amending existing classifications and job descriptions for the Public Works Project Manager for the Public Works Department and for Building Maintenance Supervisor for the Community Development Department.
4. Review Ordinance repealing Section 58-22 of the Code of Ordinances of the City relating to Jake Braking within the Sedalia City limits. This ordinance was prepared at the request of the City Council because it is impossible to enforce due to MoDOT's insistence that Jake Braking not be discouraged on Highways 50 and 65 for safety reasons.



CITY OF SEDALIA, MISSOURI
PRE-COUNCIL MEETING – OCTOBER 17, 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, Jo Lynn Turley, Russell Driskell, Donald Meier, Bob Cross, Tolbert Rowe and Mary Merritt. Bonita Nash was absent.

Presentation – Audit Results FY 2015-2016 (Gerding, Korte & Chitwood)

Jeff Chitwood, partner with Gerding, Korte & Chitwood, presented the audit report and informed the Council that the audit was conducted under Government Auditing Standards and that no deficiencies were found with the City in either material weakness or internal control. Mr. Chitwood thanked City Administrator Gary Edwards, Finance Director Kelvin Shaw and City Clerk Arlene Silvey and their offices for their help and the excellent job they did in providing information for the audit.

GASB Regulations 68 and 71 were implemented this year which required city governments to disclose pension liability on balance sheets. A new liability was added for Lagers and Police and Fire pensions required an audit and actuarial valuation. The government-wide statement of activities shows a \$5.5 million net income for FY 2015-2016. It was also required to do a single audit this year showing scheduled expenditures of federal awards with a threshold amount of \$750,000.00.

Presentation – Sedalia Pettis County Economic Development: Annual Report

Linda Christle, out-going Executive Director of Sedalia Pettis County Economic Development, introduced new Executive Director Jessica Craig and thanked the Council, Mayor Galliher, City Administrator, Gary Edwards, and City Staff for their support.

The 2014 Strategic Plan has a new expanded vision with task forces in place to lead Economic Development to the next 10 years and the plan will be reviewed and revised in 5 years to keep Economic Development moving forward.

Highlighted Activities November 2015 – October 2016:

- **Existing Manufacturing** – WireCo completed Chapter 100 (County) for expansion to Sedalia manufacturing plant; Inter-State moved into A-1 building for warehouse; assisted Waterloo Industries with their announcement of changes in moving its corporate headquarters and another factory to Sedalia; Workforce and Education Task working on job awareness for manufacturing career opportunities available; created a “Homecoming” event to market to former residents to return and to students in grade school and high school to learn about manufacturing career opportunities available.
- **New Industries** – Marshall Electric, Iron Tiger, Midwest Metal Craft and LAG Industries are all new to Sedalia
- **Create Environment to Encourage Growth** – 1 Million Cups announced for Entrepreneur & Innovation Development Task Force

Enhanced Enterprise Zone: (Key Information as of June 30, 2016)

- Central Zone – 43 companies approved; South Zone – 11 companies approved; North Zone – 1 company approved
- Cumulative Totals – Actual Investment from all zones \$315,421,120.71; jobs created 2017; annual wages \$85,893,057.58.

Mayor Galliher commended Linda Christle for the great job she has done and added that he knows Jessica will do a great job also.

Presentation – Sanitation & Recycling Update

Public Works Director, Brenda Ardrey, presented a sanitation and recycling update. When trash pickup changed to one day a week, numerous calls were received about the new schedule, but now calls have changed to citizens wanting to make sure they are putting the right items in the new recycling bins. It was decided to run 1 recycling truck per day because when 2 were used the trucks were getting done too early and citizen’s recyclables were being missed. The City’s website has been updated to help with recycling and sanitation information. Ms. Ardrey commented that glass containers are still being collected at the current drop off sites at Thompson Hills Shopping Center and 10th and Massachusetts and added that a curb side pickup for other recyclable materials is available to citizens. The League of Women Voters is looking into starting a recycling program for Pettis County residents.

Week of Collection	Amount of Recyclable Material Collected	Amount of Refuse Collected
October 3, 2016	4.45 tons	151.5 tons
October 14, 2016	8.14 tons	173 tons

Councilman Cross inquired about the profit to the City for the recycling program. Ms. Ardrey stated that the City pays \$34.79 per ton to WCA for recyclables which is the same price the City pays if it goes to landfill. WCA transports the materials to their transport station and then to their material recovery system where it is sorted and when the material is sold a rebate of 10% of market value is credited to the City.

Councilman Cross also inquired about the size of containers allowed for trash cans and bags. Public Works Director, Brenda Ardrey, stated that the trash is limited to a 35 gallon can or a 75 pound bag because a person on the trash truck has to physically lift the can and empty it into the truck. If the City would get an automated truck that would allow for a 95 gallon can to be used.

COMMITTEE MEETING

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

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

- Resolution further extending the moratorium on demolition permits on Ohio Avenue between Main Street and Broadway for an additional sixty (60) days (Necessary while Sedalia Historic Preservation Commission finishes preparation of a demolition ordinance related to downtown Ohio Avenue area) was moved to full Council on motion by Driskell, seconded by Rowe. All present in favor. Nash was absent.

- Recommendation to reject Bids for the 50 Highway/Oak Grove Intersection Improvements Project (Bid price exceeded engineer's estimate) was moved to full Council on motion by Rowe, seconded by Driskell. All present in favor. Nash was absent.
- Bids for Public Works Metal Building at Material Management Site to White's Construction & Backhoe, LLC, Windsor, MO in the amount of \$91,135.00 (Budgeted \$84,626.00; original bid \$97,635.00; change from frost footing to piers led to reduction of \$6,500.00) was moved to full Council on motion by Rowe, seconded by Meier. All present in favor. Nash was absent.
- Ordinance repealing Ordinance No. 10509 and approving and accepting Revised Amendment No. 1 to the State Block Grant Agreement with the Missouri Highways and Transportation Commission regarding airport improvements at the Sedalia Regional Airport (Additional amount changed from \$371,173.00 to \$352,223.00; relates to airport ramp reconstruction) was moved to full Council on motion by Turley, seconded by Driskell. All present in favor. Nash was absent.
- Recommendation to reject Bids for Generator Maintenance Services (Received 4 bids however need more explanation of specific services to be performed) was moved to full Council on motion by Rowe, seconded by Driskell. All present in favor. Nash was absent.

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

- Acceptance of FY 2015-2016 Audit Results as presented by Gerding, Korte & Chitwood was moved to full Council on motion by Leeman, seconded by Driskell. All present in favor. Nash was absent.

Finance Director, Kelvin Shaw, stated that there are two items recommended in the new financial management policies that he would like to make sure Council is in agreement with prior to voting. The first requires that all debt, including the Water Department, Bothwell Regional Health Center, Sedalia Public Library and the Park Department, have specific Council approval. The second item is in regards to real estate sales and purchases and requires Council approval for the sale of real estate but not the purchase which is covered by state statutes. City Attorney, Anne Gardner, stated that if the purchases or sales of real estate are not reported by the boards of the respective departments there will be no way of knowing if the transaction has occurred.

- Ordinance adopting financial management policies was moved to full Council on motion by Rowe, seconded by Driskell. All present in favor except Leeman and Turley who opposed. Nash was absent.
- Ordinance amending Sections 4-139 and 4-141 regarding hours of operation for consumption liquor licenses was moved to full Council on motion by Cross, seconded by Leeman. All present in favor. Nash was absent.

City Administrator, Gary Edwards, reminded Council that Monday, October 24, 2016 there will be a demonstration by the Police Department highlighting issues that they face in day to day operations.

With no further comments, the meeting closed at 6:52 p.m.
Respectfully submitted: Arlene Silvey, MPCC City Clerk



CITY OF SEDALIA, MISSOURI
COUNCIL MEETING – OCTOBER 17, 2016

COUNCIL MEETING

The Council of the City of Sedalia, Missouri duly met on Monday, October 17, 2016, at 7:00 p.m. at the Municipal Building with Mayor Stephen J. Galliher presiding. Mayor Galliher called the meeting to order and asked for a moment of prayer led by Reverend McDowell followed by the Pledge of Allegiance led by Councilman Driskell.

ROLL CALL:

Jeff Leeman	Present	Donald Meier	Present
Jo Lynn Turley	Present	Bob Cross	Present
Russell Driskell	Present	Tolbert Rowe	Present
Bonita Nash	Absent	Mary Merritt	Present

SERVICE AWARDS: None.

MINUTES:

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

- Pre-Council Meeting October 3, 2016
- Regular Council Meeting October 3, 2016

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:

Accepted the minutes of the Citizen's Traffic Advisory Commission dated September 14, 2016 on motion by Driskell, seconded by Meier. All present in favor. Nash was absent.

ROLL CALL OF STANDING COMMITTEES:

PUBLIC SAFETY – RUSSELL DRISKELL, CHAIRMAN – No Report.

PUBLIC WORKS – JEFF LEEMAN, CHAIRMAN

Rejected bid for 50 Highway/Oak Grove Intersection Improvements Project on motion by Driskell, seconded by Meier. All present in favor. Nash was absent.

Awarded bid for Public Works Metal Building at Material Management Site to White's Construction & Backhoe, LLC, Windsor, MO in the amount of \$91,135.00 on motion by Rowe, seconded by Meier. All present in favor. Nash was absent.

Rejected bids for Generator Maintenance Services on motion by Rowe, seconded by Meier. All present in favor. Nash was absent.

FINANCE & ADMINISTRATION – DONALD MEIER, CHAIRMAN

Accepted the FY 2015-2016 Audit Results as presented by Gerding, Korte & Chitwood on motion by Leeman, seconded by Driskell. All present in favor. Nash was absent.

NEW BUSINESS:

BILL NO. 2016 – 108, ORDINANCE NO. 10517 – AN ORDINANCE REPEALING ORDINANCE NO. 10509 AND APPROVING AND ACCEPTING REVISED AMENDMENT NO. 1 TO THE STATE BLOCK GRANT AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION REGARDING AIRPORT IMPROVEMENTS AT THE SEDALIA REGIONAL AIRPORT was read once by title.

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

Final Passage – Motion by Turley, 2nd by Meier. All present in favor. Nash was absent.

Roll Call Vote: Voting “Yes” were Leeman, Turley, Driskell, Meier, Cross, Rowe and Merritt.

No one voted “No”. Nash was absent.

BILL NO. 2016 – 109, ORDINANCE NO. 10518 – AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI ADOPTING FINANCIAL MANAGEMENT POLICIES was read once by title.

2nd Reading – Motion by Rowe, 2nd by Meier. All present in favor except Turley who opposed.

Nash was absent.

Final Passage – Motion by Rowe, 2nd by Meier. All present in favor except Turley who opposed.

Nash was absent.

Roll Call Vote: Voting “Yes” were Driskell, Meier, Cross, Rowe and Merritt. Voting “No” were

Leeman and Turley. Nash was absent.

BILL NO. 2016 – 110, ORDINANCE NO. 10519 – AN ORDINANCE AMENDING SECTIONS 4-139 AND 4-141 REGARDING HOURS OF OPERATIONS FOR CONSUMPTION LIQUOR LICENSES was read once by title.

2nd Reading – Motion by Cross, 2nd by Leeman. All present in favor. Nash was absent.

Final Passage – Motion by Leeman, 2nd by Driskell. All present in favor. Nash was absent.

Roll Call Vote: Voting “Yes” were Leeman, Turley, Driskell, Meier, Cross, Rowe and Merritt.

No one voted “No”. Nash was absent.

RESOLUTION NO. 1868 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI FURTHER EXTENDING THE MORATORIUM ON DEMOLITION PERMITS ON OHIO AVENUE BETWEEN MAIN STREET AND BROADWAY IN THE CITY OF SEDALIA FOR AN ADDITIONAL SIXTY (60) DAYS was read once by title and approved on motion by Turley, seconded by Rowe. All present in favor. Nash was absent.

APPOINTMENTS: None.

BIDS:

- Public Works Metal Building – October 10, 2016
- Generator Maintenance – October 10, 2016
- 50 Highway/Oak Grove Intersection Improvements – October 12, 2016

LIQUOR LICENSES:

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

- Paul Beykirch dba County Distributing Co., Inc., 1800 Eagleview Dr. – Wholesale Beer
- Jennifer Edwards dba End Zone Sports Bar & Grill, 3129 W. Broadway – Liquor by the Drink & Sunday Sales

DEPARTMENT BILLS thru October 17, 2016 totaling \$439,286.65 were approved for payment on motion by Leeman, seconded by Driskell. All present in favor. Nash was absent.

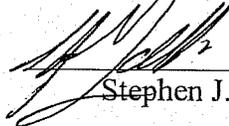
MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Mayor Galliher thanked Linda Christle for all that she has done for the City in the last 12 years and stated she will be missed and wished her luck on her retirement.

GOOD & WELFARE: None.

The meeting adjourned at 7:10 p.m. to a Closed-Door Session in accordance with Sections 610.021 (1) & (2) RSMo for Legal Advice and Lease, Sale or Purchase of Real Estate on motion by Rowe, seconded by Driskell. All present in favor. Nash was absent.

THE CITY OF SEDALIA, MISSOURI



Stephen J. Galliher, Mayor



Arlene Silvey, MPCC City Clerk

CITY OF SEDALIA
PLANNING & ZONING COMMISSION
MINUTES SEPTEMBER 21, 2016
COUNCIL CHAMBERS, MUNICIPAL BUILDING

PRESENT:

JIM NORTON
KEVIN WADE
TERESA MCDERMOTT
BRENDA ARDREY
DAN ALBERT
ANN RICHARDSON
CONNIE MCLAUGHLIN
GEORGE ESSER

ABSENT:

STEPHEN GALLIHER
GREGORY NEHRING
JEFF LEEMAN
CHRIS PATTON

STAFF PRESENT:

ANNE GARDNER
JOHN SIMMONS
JILENE STREIT

PLANNING AND ZONING MEETING

The Planning and Zoning Meeting was called to order at 5:35 p.m. Roll call was taken, a quorum was present.

Open of the public hearing for Zoning Code changes. John Simmons wanted to give an update regarding the application from the Sylvia G Thompson Charitable Trust. This is a Special Use Permit application to exceed the height limitations on buildings in the C-3 zoning. The reason for this meeting is to change the zoning code as well as the special use permit to allow buildings over 35 feet tall and what we are asking is for you to allow hotels in C-3 to apply for a special use permit and then you would review case by case. The applicant is planning a 4 story hotel next door to the east of Hobby Lobby. They are hoping to begin as soon as possible on construction. Anne Gardner indicated there is a fire truck that will reach that height. John said with the application they are asking that you make recommendation to the city council.

Dianne Simon, representing the applicant was present for the hearing and spoke that this is a 70', 4 story Hampton Inn. They did look at Warrensburg and Sedalia both and felt the State Fair was the big drawl for them. They are excited about being in Sedalia.

No one available in the audience for opposition.

Connie made the motion to approve what has been requested to change the zoning of C-3 to the 100' limit and the special use permit. Ann Richardson seconded the motion. **All approved.** This will go to the City Council on October 3, 2016 meeting.

Public hearing closed at 5:40 pm.

Approval of Meeting Minutes:

Without discussion Kevin Wade made a motion, seconded by Terry McDermott to approve the meeting minutes from the September 7, 2016 meeting. **The motion carried.**

New Business:

C-3 Code Change

Special Use Permit Change

John Simmons, indicated there are 2 different issues in front of the committee today. First one is to amend Section 64-44 C-3 Commercial to read: Hotels, motels, motor hotels, tourist homes; except any hotel which exceeds 35 feet and 2 ½ stories in height shall not exceed 100 feet and shall not exceed 8 stories in height and shall require a special use permit under Section 64-124.

The reason of the 100' limit, in C-2 zoning, which is the downtown district, there is the Hotel Bothwell, C-2 only allows for 100'. We wanted to be fair with C-3 as well. Did not apply to C-0 or C-1 due to less intensive commercial uses. However, we wanted to accommodate this as we grow to the west, south and the Fairgrounds. Kevin Wade asked where the origin of the 35' height capacity. John indicated it was an old zoning code from 1969 when we adopted the zoning code and the 35' was probably tied to the fire department restrictions. However, the 100' limit will allow them to be able to accommodate this height.

Kevin Wade made the motion to approve the new zoning code. Ann Richardson seconded the motion. **All approved.**

The second issue is amending Section 64-124 uses, when a public hearing is required. Going to add number 27; Hotels in district C-3 which exceeds 35 feet and 2 ½ stories in height up to 100 feet in height and 8 stories in height. What this does is requires when a developer approaches us, they will need a special use permit for you to recommend approval to city council for the height that is exceeding 35 feet but not 100 feet. So, we are adding a product for a hearing to be required for consideration.

Dan Albert made the motion to recommend the change. Jim Norton seconded the motion. **All approved.**

This item will go to the City Council on October 3, 2016.

With no other business the Commission adjourned at 5:47 pm.

Submitted by:

Jilene Streit

George Esser, Chairman

(Meeting recorded)

Memorandum

To: Mayor Stephen Galliher & Sedalia City Council
From: John Simmons, Community Development Director
Kelvin Shaw, Finance Director *KS*
Mike Ditzfeld, Fire Department Chief *MD*
Andrew Burt, Chief Building Official *AB*

Date: 11/1/2016

Re: Generator Maintenance Services

The City of Sedalia received eight proposals for the re-advertised project prior to the October 28, 2016 deadline. The re-issued request for proposals was issued October 18, 2016 as a result of the need for further clarified information to properly review proposals.

The request for proposals required that interested firms provide an overview of experience and qualifications, customer references and an overall project approach. One major qualification required was substantial experience in generator maintenance due to the high level of importance of backup generator capabilities during power outages or emergencies due to the need for seamless emergency services during these circumstances (emergency dispatching for police and fire).

Considerable review and consideration of all firms was required in order to make this recommendation. The project team evaluated and scored applicants on the following primary criteria:

- Completeness of proposal;
- Experience & technical competence;
- Services to be rendered – quantity, quality, response times and price;
- Capacity and capability to provide services;
- Favorable references;

Applicant firms included:

		<u>3 YEAR</u>
Absolute Comfort Technologies, Inc.	Kansas City, MO	\$37,926
All Pro Controls	Warrensburg, MO	\$54,030
Central Power Systems	Liberty, MO	\$50,250
Clifford Power	Independence, MO	\$39,087
Cummins Central Power	Kansas City, MO	\$42,888
Foley Equipment	Kansas City, MO	\$30,759
Gateway Industrial Power, Inc.	Collinsville, IL	\$54,819
Martin Energy Group Services	Latham, MO	\$50,286

November 1, 2016

We recommend awarding the generator maintenance services contract to Foley Equipment.

The top firms were similarly qualified however our current contract with Foley Equipment and our level of comfort with their current service is also a factor of the decision. All firms have contracts with other institutions in our region (West Central Missouri).

Bids for the three year service with an option to renew for two years ranged from a low of \$30,759 (\$10,253 annually) to a high of \$54,819 (\$18,273 annually). Foley was the lowest bidder at \$30,759.

In addition, their proximity is favorable.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2016-2017 REGARDING THE NEW POLICE DEPARTMENT PROJECT LAND PURCHASES AND DESIGN SERVICES.

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

Section 1. The 2016-2017 fiscal year budget beginning April 1, 2016 and ending March 31, 2017 is hereby amended by increasing certain expenditures as they appear on the attached schedule and made a part hereof as Exhibit A 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 7th day of November 2016.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of November 2016.

Stephen J. Galliher, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

Exhibit A
City of Sedalia
FY17 Budget Amendment 11/7/2016 - Police Department Project

Account / Description	Current Budget	Change	Amended Budget	Comments
Capital Projects Fund:				
Expenditures / Uses of Funds				
15-32-353-60 Police Department Project		<u>583,500.00</u>	583,500.00	Purchase Land & Design Fees
Total Expenditures / Uses of Funds		<u>583,500.00</u>		Net Increase (Decrease) In Total Expenditures
Net Revenues Less Expenditures		<u>(583,500.00)</u>		Net Increase (Decrease) In Projected Fund Balance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND FOLEY EQUIPMENT COMPANY FOR A MAINTENANCE PLAN FOR EMERGENCY GENERATORS LOCATED WITHIN VARIOUS CITY DEPARTMENTS.

WHEREAS, The City of Sedalia, Missouri, received a proposal from Foley Equipment Company under which the City of Sedalia, Missouri, shall pay an annual service price of Ten Thousand Two Hundred Fifty-three Dollars (\$10,253.00) to Foley Equipment Company for a three year maintenance plan with an option to renew for an additional two years for emergency generators in various city departments as described in the proposed agreement attached as Exhibit A and incorporated by reference as though the proposed agreement were set forth herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri, and Foley Equipment Company 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 documents in substantively the same form and content as they have been proposed.

Section 3. The City Clerk is hereby directed to file in her office a duplicate or copy of the documents after they have 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 7th day of November 2016.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of November 2016.

ATTEST:

Stephen J. Galliher, Mayor

Arlene Silvey, MPCC City Clerk

Maintenance Agreement Price Per Year & Services

Location	Manufacturer	Model #	ENG SN#	GEN SN#	Fuel	Gallons	KW	Y/i	Price Per Y, Annual & Semi-Annual 2 Hr Load Bank
2900 W. Main	Kohler (JD)	40Z0ZJ71	T04039D409268	328954	Diesel	90	40	1993	\$552 YES NO
4104 W. Main	Kohler (Fd)	20RZ82	20076 R-22-R	393711	NG	N/A	19	1997	\$448 YES NO
3420 W. 32nd	Kohler (JD)	100R0ZJ81	CD6059T171815	356157	Diesel	210	100	1995	\$518 YES NO
23534 Hwy B	Kohler (JD)	100RE0ZJD	PE40451028372	2192200	Diesel	225	100	2009	\$596 YES NO
21230 Main	Onan (Cummins), 100DGDB		4553961	F97040751	Diesel	173	100	2007	\$546 YES NO
3700 W. 16th	Onan (Cummins), 100DGGB		L010315906	L010315901	Diesel	120	35	2001	\$548 YES NO
2902 W. Main	MTU	DS00600D6S	16701003298	356786-1-2-0213	Diesel	1000	600	2013	\$1,954 YES YES
26999 Goodwill Chapel R MTU		DS00600D6S	16701003299	356786-1-1-0213	Diesel	1000	600	2013	\$1,954 YES YES
200 S. Osage	Caterpillar	3306	9NR02554	9NR0255	Diesel	300	250	1998	\$1,118 YES YES
901 E. 3rd	Onan (Cummins), DGFC-569945		46454163	L040722778	Diesel	225	80	2004	\$668 YES YES
600 S. Hancock	Onan (Cummins), DCGC-569945		4654250	L040722778C	Diesel	225	80	2004	\$622 YES YES
2606 W. 16th	Generac	SD175GG	J102-01092836	8229130	Diesel	325	175	2014	\$740 YES YES

PER Year Total all 12 GENS ----->

\$10,253

*Fuel Samples included & Oil Samples Not Included
 *Mileage & Labor Included in Agreement
 (Air Filters, Spark Plugs, Coolant Flush and Reconditioning Fuel not included.) Only if needed.



FOLEY EQUIPMENT CO.

Foley Maintenance Plan

Electric Power Generation

(Even Pay Per Service)

Agreement #

16E1018-16110

Customer:	City of Sedalia	Manufacturer:	Kohler
Contact Person:	John Simmons	Model:	40R0ZJ71
Telephone:	660.827.3000	Serial Number:	328954
Address:	200 South Osage Sedalia, MO 65301	Hour Meter:	387
E-Mail:	jsimmons@cityofsedalia.com	Unit ID Number:	2900 Main

This Agreement between Foley Equipment Company ("Foley") and ("Customer") shall be in effect from November 1, 2016 and shall terminate 36 months thereafter or upon Equipment reaching 637 hours of operation or 6 services, whichever comes first.

SERVICES:

Foley shall provide parts and labor to perform the applicable Foley Maintenance Plan (FMP) as defined in the Planned Maintenance Inspection Report. Customer agrees to allow Foley proper access to perform the services during normal business hours, unless otherwise agreed to in writing by Foley and contained within this agreement. If Customer requests work to be done on an overtime basis, Customer shall pay the differential between Foley's overtime and regular time charges. Customer will be furnished a copy of the Planned Maintenance Inspection Report detailing all items inspected, serviced, or replaced.

SERVICE INTERVALS:

These services will be performed semi-annually. The first service will be performed November 2016. Foley will schedule services based off date & usage, we will contact Customer prior to dispatch to verify usage. Customer may contact Foley and schedule next service due should service interval occur sooner than expected. Foley is not responsible for any parts or labor for services at intervals less than semi-annually. The KW is 40 and the voltage is 120/208 & the Amps are 0 on this unit.

PAYMENT:

These services shall be provided for a Pay Per Service price of \$276.00 plus any applicable tax. Payment is due upon receipt of Foley's invoice. This pricing is based upon acceptance of Foley's standard terms and conditions.

EXCLUSIONS:

This agreement does not obligate Foley for any repair or cost of repairs as a direct, in direct consequential result of this inspection. Travel time and mileage costs in excess of 6 round trips from a Foley Service location will be at an additional charge at Foley's current published rate. Parts and/or labor other than those specifically required to perform the services as defined in the Planned Maintenance Inspection Report will be an additional charge. Further, Foley will not be responsible for repairs or cost of repairs (labor, parts, travel time, or mileage) caused by fire, vandalism, theft, freezing, explosion, alterations, accidents, misuse of the equipment or abuse, negligence, riots, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide or elsewhere, tire failure, or to auxiliary equipment attachments.

ADDITIONAL SERVICES:

If any additional services or repairs are recommended by Foley, Customer will be notified prior to the services being performed. Any services or repairs requested by Customer will be provided at Foley's then current rates for parts, labor and travel expenses. In addition to the services to be provided hereunder, Customer shall be entitled to any benefits and protections of warranties provided by Cat on the Equipment.

TERMINATION:

Customer may terminate this agreement at any time during its term with no termination fees by providing written notification to Foley. Such termination will not apply to services provided by Foley before notice was received by Foley. Frequent deviation from service interval schedule may result in termination of agreement at the sole discretion of Foley.

Any malfunction of the service meter shall be reported to Foley within thirty (30) days of said malfunction else this Agreement shall be deemed null and void at the option of Foley.

ADDITIONAL INCLUSIONS/EXCLUSIONS/COMMENTS:

After the first 3 years of this agreement, there will be an extension of 2 more years under the same agreed price.



FOLEY EQUIPMENT CO.

Foley Maintenance Plan

Electric Power Generation

(Even Pay Per Service)

Agreement #

16E1018-16112

Customer:	City of Sedalia	Manufacturer:	Kohler
Contact Person:	John Simmons	Model:	20RZ82
Telephone:	660.827.3000	Serial Number:	393711
Address:	200 South Osage Sedalia, MO 65301	Hour Meter:	293
E-Mail:	jsimmons@cityofsedalia.com	Unit ID Number:	4104 Main

This Agreement between Foley Equipment Company ("Foley") and ("Customer") shall be in effect from November 1, 2016 and shall terminate 36 months thereafter or upon Equipment reaching 543 hours of operation or 6 services, whichever comes first.

SERVICES:

Foley shall provide parts and labor to perform the applicable Foley Maintenance Plan (FMP) as defined in the Planned Maintenance Inspection Report. Customer agrees to allow Foley proper access to perform the services during normal business hours, unless otherwise agreed to in writing by Foley and contained within this agreement. If Customer requests work to be done on an overtime basis, Customer shall pay the differential between Foley's overtime and regular time charges. Customer will be furnished a copy of the Planned Maintenance Inspection Report detailing all items inspected, serviced, or replaced.

SERVICE INTERVALS:

These services will be performed semi-annually. The first service will be performed November 2016. Foley will schedule services based off date & usage, we will contact Customer prior to dispatch to verify usage. Customer may contact Foley and schedule next service due should service interval occur sooner than expected. Foley is not responsible for any parts or labor for services at intervals less than semi-annually. The KW is 19 and the voltage is 120/208 & the Amps are 0 on this unit.

PAYMENT:

These services shall be provided for a Pay Per Service price of \$224.00 plus any applicable tax. Payment is due upon receipt of Foley's invoice. This pricing is based upon acceptance of Foley's standard terms and conditions.

EXCLUSIONS:

This agreement does not obligate Foley for any repair or cost of repairs as a direct, in direct consequential result of this inspection. Travel time and mileage costs in excess of 6 round trips from a Foley Service location will be at an additional charge at Foley's current published rate. Parts and/or labor other than those specifically required to perform the services as defined in the Planned Maintenance Inspection Report will be an additional charge. Further, Foley will not be responsible for repairs or cost of repairs (labor, parts, travel time, or mileage) caused by fire, vandalism, theft, freezing, explosion, alterations, accidents, misuse of the equipment or abuse, negligence, riots, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide or elsewhere, tire failure, or to auxiliary equipment attachments.

ADDITIONAL SERVICES:

If any additional services or repairs are recommended by Foley, Customer will be notified prior to the services being performed. Any services or repairs requested by Customer will be provided at Foley's then current rates for parts, labor and travel expenses. In addition to the services to be provided hereunder, Customer shall be entitled to any benefits and protections of warranties provided by Cat on the Equipment.

TERMINATION:

Customer may terminate this agreement at any time during its term with no termination fees by providing written notification to Foley. Such termination will not apply to services provided by Foley before notice was received by Foley. Frequent deviation from service interval schedule may result in termination of agreement at the sole discretion of Foley.

Any malfunction of the service meter shall be reported to Foley within thirty (30) days of said malfunction else this Agreement shall be deemed null and void at the option of Foley.

ADDITIONAL INCLUSIONS/EXCLUSIONS/COMMENTS:

After the first 3 years of this agreement, there will be an extension of 2 years under the same agreed price.



FOLEY EQUIPMENT CO.

Foley Maintenance Plan

Electric Power Generation

(Even Pay Per Service)

Agreement #

16E1018-1619

Customer:	City of Sedalia	Manufacturer:	Kohler
Contact Person:	John Simmons	Model:	100R0ZJ81
Telephone:	660.827.3000	Serial Number:	356157
Address:	200 South Osage Sedalia, MO 65301	Hour Meter:	251
E-Mail:	jsimmons@cityofsedalia.com	Unit ID Number:	32nd Street

This Agreement between Foley Equipment Company ("Foley") and ("Customer") shall be in effect from November 1, 2016 and shall terminate 36 months thereafter or upon Equipment reaching 501 hours of operation or 6 services, whichever comes first.

SERVICES:

Foley shall provide parts and labor to perform the applicable Foley Maintenance Plan (FMP) as defined in the Planned Maintenance Inspection Report. Customer agrees to allow Foley proper access to perform the services during normal business hours, unless otherwise agreed to in writing by Foley and contained within this agreement. If Customer requests work to be done on an overtime basis, Customer shall pay the differential between Foley's overtime and regular time charges. Customer will be furnished a copy of the Planned Maintenance Inspection Report detailing all items inspected, serviced, or replaced.

SERVICE INTERVALS:

These services will be performed semi-annually. The first service will be performed November 2016. Foley will schedule services based off date & usage, we will contact Customer prior to dispatch to verify usage. Customer may contact Foley and schedule next service due should service interval occur sooner than expected. Foley is not responsible for any parts or labor for services at intervals less than semi-annually. The KW is 100 and the voltage is 480 & the Amps are 0 on this unit.

PAYMENT:

These services shall be provided for a Pay Per Service price of \$259.00 plus any applicable tax. Payment is due upon receipt of Foley's invoice. This pricing is based upon acceptance of Foley's standard terms and conditions.

EXCLUSIONS:

This agreement does not obligate Foley for any repair or cost of repairs as a direct, in direct consequential result of this inspection. Travel time and mileage costs in excess of 6 round trips from a Foley Service location will be at an additional charge at Foley's current published rate. Parts and/or labor other than those specifically required to perform the services as defined in the Planned Maintenance Inspection Report will be an additional charge. Further, Foley will not be responsible for repairs or cost of repairs (labor, parts, travel time, or mileage) caused by fire, vandalism, theft, freezing, explosion, alterations, accidents, misuse of the equipment or abuse, negligence, riots, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide or elsewhere, tire failure, or to auxiliary equipment attachments.

ADDITIONAL SERVICES:

If any additional services or repairs are recommended by Foley, Customer will be notified prior to the services being performed. Any services or repairs requested by Customer will be provided at Foley's then current rates for parts, labor and travel expenses. In addition to the services to be provided hereunder, Customer shall be entitled to any benefits and protections of warranties provided by Cat on the Equipment.

TERMINATION:

Customer may terminate this agreement at any time during its term with no termination fees by providing written notification to Foley. Such termination will not apply to services provided by Foley before notice was received by Foley. Frequent deviation from service interval schedule may result in termination of agreement at the sole discretion of Foley.

Any malfunction of the service meter shall be reported to Foley within thirty (30) days of said malfunction else this Agreement shall be deemed null and void at the option of Foley.

ADDITIONAL INCLUSIONS/EXCLUSIONS/COMMENTS:

After the first 3 years of this agreement, there will be an extension of 2 years under the same agreed price.



FOLEY EQUIPMENT CO.

Foley Maintenance Plan

Electric Power Generation

(Even Pay Per Service)

Agreement #

16E1018-1618

Customer:	City of Sedalia	Manufacturer:	Kohler
Contact Person:	John Simmons	Model:	100RE0ZID
Telephone:	660.827.3000	Serial Number:	2192200
Address:	200 South Osage Sedalia, MO 65301	Hour Meter:	387
E-Mail:	jsimmons@cityofsedalia.com	Unit ID Number:	Hwy B

This Agreement between Foley Equipment Company ("Foley") and ("Customer") shall be in effect from November 1, 2016 and shall terminate 36 months thereafter or upon Equipment reaching 637 hours of operation or 6 services, whichever comes first.

SERVICES:

Foley shall provide parts and labor to perform the applicable Foley Maintenance Plan (FMP) as defined in the Planned Maintenance Inspection Report. Customer agrees to allow Foley proper access to perform the services during normal business hours, unless otherwise agreed to in writing by Foley and contained within this agreement. If Customer requests work to be done on an overtime basis, Customer shall pay the differential between Foley's overtime and regular time charges. Customer will be furnished a copy of the Planned Maintenance Inspection Report detailing all items inspected, serviced, or replaced.

SERVICE INTERVALS:

These services will be performed semi-annually. The first service will be performed November 2016. Foley will schedule services based off date & usage, we will contact Customer prior to dispatch to verify usage. Customer may contact Foley and schedule next service due should service interval occur sooner than expected. Foley is not responsible for any parts or labor for services at intervals less than semi-annually. The KW is 100 and the voltage is 208 & the Amps are 0 on this unit.

PAYMENT:

These services shall be provided for a Pay Per Service price of \$298.00 plus any applicable tax. Payment is due upon receipt of Foley's invoice. This pricing is based upon acceptance of Foley's standard terms and conditions.

EXCLUSIONS:

This agreement does not obligate Foley for any repair or cost of repairs as a direct, in direct consequential result of this inspection. Travel time and mileage costs in excess of 6 round trips from a Foley Service location will be at an additional charge at Foley's current published rate. Parts and/or labor other than those specifically required to perform the services as defined in the Planned Maintenance Inspection Report will be an additional charge. Further, Foley will not be responsible for repairs or cost of repairs (labor, parts, travel time, or mileage) caused by fire, vandalism, theft, freezing, explosion, alterations, accidents, misuse of the equipment or abuse, negligence, riots, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide or elsewhere, tire failure, or to auxiliary equipment attachments.

ADDITIONAL SERVICES:

If any additional services or repairs are recommended by Foley, Customer will be notified prior to the services being performed. Any services or repairs requested by Customer will be provided at Foley's then current rates for parts, labor and travel expenses. In addition to the services to be provided hereunder, Customer shall be entitled to any benefits and protections of warranties provided by Cat on the Equipment.

TERMINATION:

Customer may terminate this agreement at any time during its term with no termination fees by providing written notification to Foley. Such termination will not apply to services provided by Foley before notice was received by Foley. Frequent deviation from service interval schedule may result in termination of agreement at the sole discretion of Foley.

Any malfunction of the service meter shall be reported to Foley within thirty (30) days of said malfunction else this Agreement shall be deemed null and void at the option of Foley.

ADDITIONAL INCLUSIONS/EXCLUSIONS/COMMENTS:

After the first 3 years of this agreement, there will be an extension of 2 years under the same agreed price.



FOLEY EQUIPMENT CO.

Foley Maintenance Plan

Electric Power Generation

(Even Pay Per Service)

Agreement #

16E1018-16111

Customer:	City of Sedalia	Manufacturer:	Cummins (Onan)
Contact Person:	John Simmons	Model:	100DGDB
Telephone:	660.827.3000 -	Serial Number:	F970640755
Address:	200 South Osage Sedalia, MO 65301	Hour Meter:	241
E-Mail:	jsimmons@cityofsedalia.com	Unit ID Number:	21230 Main

This Agreement between Foley Equipment Company ("Foley") and ("Customer") shall be in effect from November 1, 2016 and shall terminate 36 months thereafter or upon Equipment reaching 491 hours of operation or 6 services, whichever comes first.

SERVICES:

Foley shall provide parts and labor to perform the applicable Foley Maintenance Plan (FMP) as defined in the Planned Maintenance Inspection Report. Customer agrees to allow Foley proper access to perform the services during normal business hours, unless otherwise agreed to in writing by Foley and contained within this agreement. If Customer requests work to be done on an overtime basis, Customer shall pay the differential between Foley's overtime and regular time charges. Customer will be furnished a copy of the Planned Maintenance Inspection Report detailing all items inspected, serviced, or replaced.

SERVICE INTERVALS:

These services will be performed semi-annually. The first service will be performed November 2016. Foley will schedule services based off date & usage, we will contact Customer prior to dispatch to verify usage. Customer may contact Foley and schedule next service due should service interval occur sooner than expected. Foley is not responsible for any parts or labor for services at intervals less than semi-annually. The KW is 100 and the voltage is 480 & the Amps are 0 on this unit.

PAYMENT:

These services shall be provided for a Pay Per Service price of \$273.00 plus any applicable tax. Payment is due upon receipt of Foley's invoice. This pricing is based upon acceptance of Foley's standard terms and conditions.

EXCLUSIONS:

This agreement does not obligate Foley for any repair or cost of repairs as a direct, in direct consequential result of this inspection. Travel time and mileage costs in excess of 6 round trips from a Foley Service location will be at an additional charge at Foley's current published rate. Parts and/or labor other than those specifically required to perform the services as defined in the Planned Maintenance Inspection Report will be an additional charge. Further, Foley will not be responsible for repairs or cost of repairs (labor, parts, travel time, or mileage) caused by fire, vandalism, theft, freezing, explosion, alterations, accidents, misuse of the equipment or abuse, negligence, riots, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide or elsewhere, tire failure, or to auxiliary equipment attachments.

ADDITIONAL SERVICES:

If any additional services or repairs are recommended by Foley, Customer will be notified prior to the services being performed. Any services or repairs requested by Customer will be provided at Foley's then current rates for parts, labor and travel expenses. In addition to the services to be provided hereunder, Customer shall be entitled to any benefits and protections of warranties provided by Cat on the Equipment.

TERMINATION:

Customer may terminate this agreement at any time during its term with no termination fees by providing written notification to Foley. Such termination will not apply to services provided by Foley before notice was received by Foley. Frequent deviation from service interval schedule may result in termination of agreement at the sole discretion of Foley.

Any malfunction of the service meter shall be reported to Foley within thirty (30) days of said malfunction else this Agreement shall be deemed null and void at the option of Foley.

ADDITIONAL INCLUSIONS/EXCLUSIONS/COMMENTS:

After the first 3 years of this agreement, there will be an extension of 2 years under the same agreed price.



FOLEY EQUIPMENT CO.

Foley Maintenance Plan

Electric Power Generation

(Even Pay Per Service)

Agreement #

16E1018-1617

Customer:	City of Sedalia	Manufacturer:	Cummins (Onan)
Contact Person:	John Simmons	Model:	DGBB5007070
Telephone:	660.827.3000	Serial Number:	L010315906
Address:	200 South Osage Sedalia, MO 65301	Hour Meter:	232
E-Mail:	jsimmons@cityofsedalia.com	Unit ID Number:	3700 W 16th

This Agreement between Foley Equipment Company ("Foley") and ("Customer") shall be in effect from November 1, 2016 and shall terminate 36 months thereafter or upon Equipment reaching 482 hours of operation or 6 services, whichever comes first.

SERVICES:

Foley shall provide parts and labor to perform the applicable Foley Maintenance Plan (FMP) as defined in the Planned Maintenance Inspection Report. Customer agrees to allow Foley proper access to perform the services during normal business hours, unless otherwise agreed to in writing by Foley and contained within this agreement. If Customer requests work to be done on an overtime basis, Customer shall pay the differential between Foley's overtime and regular time charges. Customer will be furnished a copy of the Planned Maintenance Inspection Report detailing all items inspected, serviced, or replaced.

SERVICE INTERVALS:

These services will be performed semi-annually. The first service will be performed November 2016. Foley will schedule services based off date & usage, we will contact Customer prior to dispatch to verify usage. Customer may contact Foley and schedule next service due should service interval occur sooner than expected. Foley is not responsible for any parts or labor for services at intervals less than semi-annually. The KW is 35 and the voltage is 120/208 & the Amps are 0 on this unit.

PAYMENT:

These services shall be provided for a Pay Per Service price of \$274.00 plus any applicable tax. Payment is due upon receipt of Foley's invoice. This pricing is based upon acceptance of Foley's standard terms and conditions.

EXCLUSIONS:

This agreement does not obligate Foley for any repair or cost of repairs as a direct, in direct consequential result of this inspection. Travel time and mileage costs in excess of 6 round trips from a Foley Service location will be at an additional charge at Foley's current published rate. Parts and/or labor other than those specifically required to perform the services as defined in the Planned Maintenance Inspection Report will be an additional charge. Further, Foley will not be responsible for repairs or cost of repairs (labor, parts, travel time, or mileage) caused by fire, vandalism, theft, freezing, explosion, alterations, accidents, misuse of the equipment or abuse, negligence, riots, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide or elsewhere, tire failure, or to auxiliary equipment attachments.

ADDITIONAL SERVICES:

If any additional services or repairs are recommended by Foley, Customer will be notified prior to the services being performed. Any services or repairs requested by Customer will be provided at Foley's then current rates for parts, labor and travel expenses. In addition to the services to be provided hereunder, Customer shall be entitled to any benefits and protections of warranties provided by Cat on the Equipment.

TERMINATION:

Customer may terminate this agreement at any time during its term with no termination fees by providing written notification to Foley. Such termination will not apply to services provided by Foley before notice was received by Foley. Frequent deviation from service interval schedule may result in termination of agreement at the sole discretion of Foley.

Any malfunction of the service meter shall be reported to Foley within thirty (30) days of said malfunction else this Agreement shall be deemed null and void at the option of Foley.

ADDITIONAL INCLUSIONS/EXCLUSIONS/COMMENTS:

After the first 3 years of this agreement, there will be an extension of 2 years under the same agreed price.



FOLEY EQUIPMENT CO.

Foley Maintenance Plan

Electric Power Generation

(Even Pay Per Service)

Agreement #

16E01018-1612

Customer:	City of Sedalia	Manufacturer:	MTU
Contact Person:	John Simmons	Model:	DS00600D6SRAH1484
Telephone:	660.827.3000	Serial Number:	356786-1-2-0213
Address:	200 South Osage Sedalia, MO 65301	Hour Meter:	65
E-Mail:	jsimmons@cityofsedalia.com	Unit ID Number:	2902 Main

This Agreement between Foley Equipment Company ("Foley") and ("Customer") shall be in effect from November 1, 2016 and shall terminate 36 months thereafter or upon Equipment reaching 315 hours of operation or 6 services, whichever comes first.

SERVICES:

Foley shall provide parts and labor to perform the applicable Foley Maintenance Plan (FMP) as defined in the Planned Maintenance Inspection Report. Customer agrees to allow Foley proper access to perform the services during normal business hours, unless otherwise agreed to in writing by Foley and contained within this agreement. If Customer requests work to be done on an overtime basis, Customer shall pay the differential between Foley's overtime and regular time charges. Customer will be furnished a copy of the Planned Maintenance Inspection Report detailing all items inspected, serviced, or replaced.

SERVICE INTERVALS:

These services will be performed semi-annually. The first service will be performed November 2016. Foley will schedule services based off date & usage, we will contact Customer prior to dispatch to verify usage. Customer may contact Foley and schedule next service due should service interval occur sooner than expected. Foley is not responsible for any parts or labor for services at intervals less than semi-annually. The KW is 600 and the voltage is 480 & the Amps are 0 on this unit.

PAYMENT:

These services shall be provided for a Pay Per Service price of \$977.00 plus any applicable tax. Payment is due upon receipt of Foley's invoice. This pricing is based upon acceptance of Foley's standard terms and conditions.

EXCLUSIONS:

This agreement does not obligate Foley for any repair or cost of repairs as a direct, in direct consequential result of this inspection. Travel time and mileage costs in excess of 6 round trips from a Foley Service location will be at an additional charge at Foley's current published rate. Parts and/or labor other than those specifically required to perform the services as defined in the Planned Maintenance Inspection Report will be an additional charge. Further, Foley will not be responsible for repairs or cost of repairs (labor, parts, travel time, or mileage) caused by fire, vandalism, theft, freezing, explosion, alterations, accidents, misuse of the equipment or abuse, negligence, riots, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide or elsewhere, tire failure, or to auxiliary equipment attachments.

ADDITIONAL SERVICES:

If any additional services or repairs are recommended by Foley, Customer will be notified prior to the services being performed. Any services or repairs requested by Customer will be provided at Foley's then current rates for parts, labor and travel expenses. In addition to the services to be provided hereunder, Customer shall be entitled to any benefits and protections of warranties provided by Cat on the Equipment.

TERMINATION:

Customer may terminate this agreement at any time during its term with no termination fees by providing written notification to Foley. Such termination will not apply to services provided by Foley before notice was received by Foley. Frequent deviation from service interval schedule may result in termination of agreement at the sole discretion of Foley.

Any malfunction of the service meter shall be reported to Foley within thirty (30) days of said malfunction else this Agreement shall be deemed null and void at the option of Foley.

ADDITIONAL INCLUSIONS/EXCLUSIONS/COMMENTS:

After the first 3 years of this agreement, there will be an extension of 2 years under the same agreed price.



FOLEY EQUIPMENT CO.

Foley Maintenance Plan

Electric Power Generation

(Even Pay Per Service)

Agreement #

16E1018-1613

Customer:	City of Sedalia	Manufacturer:	MTU
Contact Person:	John Simmons	Model:	DS00600D6SRAH1484
Telephone:	660.827.3000	Serial Number:	356786-1-1-0213
Address:	200 South Osage Sedalia, MO 65301	Hour Meter:	65
E-Mail:	jsimmons@cityofsedalia.com	Unit ID Number:	26999 Goodwill

This Agreement between Foley Equipment Company ("Foley") and ("Customer") shall be in effect from November 1, 2016 and shall terminate 36 months thereafter or upon Equipment reaching 315 hours of operation or 6 services, whichever comes first.

SERVICES:

Foley shall provide parts and labor to perform the applicable Foley Maintenance Plan (FMP) as defined in the Planned Maintenance Inspection Report. Customer agrees to allow Foley proper access to perform the services during normal business hours, unless otherwise agreed to in writing by Foley and contained within this agreement. If Customer requests work to be done on an overtime basis, Customer shall pay the differential between Foley's overtime and regular time charges. Customer will be furnished a copy of the Planned Maintenance Inspection Report detailing all items inspected, serviced, or replaced.

SERVICE INTERVALS:

These services will be performed semi-annually. The first service will be performed November 2016. Foley will schedule services based off date & usage, we will contact Customer prior to dispatch to verify usage. Customer may contact Foley and schedule next service due should service interval occur sooner than expected. Foley is not responsible for any parts or labor for services at intervals less than semi-annually. The KW is 600 and the voltage is 480 & the Amps are 0 on this unit.

PAYMENT:

These services shall be provided for a Pay Per Service price of \$977.00 plus any applicable tax. Payment is due upon receipt of Foley's invoice. This pricing is based upon acceptance of Foley's standard terms and conditions.

EXCLUSIONS:

This agreement does not obligate Foley for any repair or cost of repairs as a direct, in direct consequential result of this inspection. Travel time and mileage costs in excess of 6 round trips from a Foley Service location will be at an additional charge at Foley's current published rate. Parts and/or labor other than those specifically required to perform the services as defined in the Planned Maintenance Inspection Report will be an additional charge. Further, Foley will not be responsible for repairs or cost of repairs (labor, parts, travel time, or mileage) caused by fire, vandalism, theft, freezing, explosion, alterations, accidents, misuse of the equipment or abuse, negligence, riots, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide or elsewhere, tire failure, or to auxiliary equipment attachments.

ADDITIONAL SERVICES:

If any additional services or repairs are recommended by Foley, Customer will be notified prior to the services being performed. Any services or repairs requested by Customer will be provided at Foley's then current rates for parts, labor and travel expenses. In addition to the services to be provided hereunder, Customer shall be entitled to any benefits and protections of warranties provided by Cat on the Equipment.

TERMINATION:

Customer may terminate this agreement at any time during its term with no termination fees by providing written notification to Foley. Such termination will not apply to services provided by Foley before notice was received by Foley. Frequent deviation from service interval schedule may result in termination of agreement at the sole discretion of Foley.

Any malfunction of the service meter shall be reported to Foley within thirty (30) days of said malfunction else this Agreement shall be deemed null and void at the option of Foley.

ADDITIONAL INCLUSIONS/EXCLUSIONS/COMMENTS:

After the first 3 years of this agreement, there will be an extension of 2 years under the same agreed price.



FOLEY EQUIPMENT CO.

Foley Maintenance Plan Electric Power Generation

(Even Pay Per Service)

Agreement #

16E1018-1616

Customer:	City of Sedalia	Manufacturer:	Caterpillar
Contact Person:	Gary Gerken	Model:	3306
Telephone:	660.221.8822	Serial Number:	9NR02554
Address:	200 S. Osage Sedalia, MO 65301	Hour Meter:	734
E-Mail:	ggerken@cityofsedalia.com	Unit ID Number:	Osage

This Agreement between Foley Equipment Company ("Foley") and ("Customer") shall be in effect from November 1, 2016 and shall terminate 36 months thereafter or upon Equipment reaching 984 hours of operation or 6 services, whichever comes first.

SERVICES:

Foley shall provide parts and labor to perform the applicable Foley Maintenance Plan (FMP) as defined in the Planned Maintenance Inspection Report. Customer agrees to allow Foley proper access to perform the services during normal business hours, unless otherwise agreed to in writing by Foley and contained within this agreement. If Customer requests work to be done on an overtime basis, Customer shall pay the differential between Foley's overtime and regular time charges. Customer will be furnished a copy of the Planned Maintenance Inspection Report detailing all items inspected, serviced, or replaced.

SERVICE INTERVALS:

These services will be performed semi-annually. The first service will be performed 11/2016. Foley will schedule services based off date & usage, we will contact Customer prior to dispatch to verify usage. Customer may contact Foley and schedule next service due should service interval occur sooner than expected. Foley is not responsible for any parts or labor for services at intervals less than semi-annually. The KW is 250 and the voltage is 480 & the Amps are 0 on this unit.

PAYMENT:

These services shall be provided for a Pay Per Service price of \$559.00 plus any applicable tax. Payment is due upon receipt of Foley's invoice. This pricing is based upon acceptance of Foley's standard terms and conditions.

EXCLUSIONS:

This agreement does not obligate Foley for any repair or cost of repairs as a direct, in direct consequential result of this inspection. Travel time and mileage costs in excess of 6 round trips from a Foley Service location will be at an additional charge at Foley's current published rate. Parts and/or labor other than those specifically required to perform the services as defined in the Planned Maintenance Inspection Report will be an additional charge. Further, Foley will not be responsible for repairs or cost of repairs (labor, parts, travel time, or mileage) caused by fire, vandalism, theft, freezing, explosion, alterations, accidents, misuse of the equipment or abuse, negligence, riots, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide or elsewhere, tire failure, or to auxiliary equipment attachments.

ADDITIONAL SERVICES:

If any additional services or repairs are recommended by Foley, Customer will be notified prior to the services being performed. Any services or repairs requested by Customer will be provided at Foley's then current rates for parts, labor and travel expenses. In addition to the services to be provided hereunder, Customer shall be entitled to any benefits and protections of warranties provided by Cat on the Equipment.

TERMINATION:

Customer may terminate this agreement at any time during its term with no termination fees by providing written notification to Foley. Such termination will not apply to services provided by Foley before notice was received by Foley. Frequent deviation from service interval schedule may result in termination of agreement at the sole discretion of Foley.

Any malfunction of the service meter shall be reported to Foley within thirty (30) days of said malfunction else this Agreement shall be deemed null and void at the option of Foley.

ADDITIONAL INCLUSIONS/EXCLUSIONS/COMMENTS:

After the first 3 years of this agreement, there will be an extension of 2 years under the same agreed price.



FOLEY EQUIPMENT CO.

Foley Maintenance Plan

Electric Power Generation

(Even Pay Per Service)

Agreement #

16E01018-1614

Customer:	City of Sedalia	Manufacturer:	Cummins
Contact Person:	John Simmons	Model:	DGFC5699457 Onan
Telephone:	660.827.3000	Serial Number:	L040727781
Address:	200 South Osage Sedalia, MO 65301	Hour Meter:	134
E-Mail:	jsimmons@cityofsedalia.com	Unit ID Number:	3rd Street

This Agreement between Foley Equipment Company ("Foley") and ("Customer") shall be in effect from November 1, 2016 and shall terminate 36 months thereafter or upon Equipment reaching 384 hours of operation or 6 services, whichever comes first.

SERVICES:

Foley shall provide parts and labor to perform the applicable Foley Maintenance Plan (FMP) as defined in the Planned Maintenance Inspection Report. Customer agrees to allow Foley proper access to perform the services during normal business hours, unless otherwise agreed to in writing by Foley and contained within this agreement. If Customer requests work to be done on an overtime basis, Customer shall pay the differential between Foley's overtime and regular time charges. Customer will be furnished a copy of the Planned Maintenance Inspection Report detailing all items inspected, serviced, or replaced.

SERVICE INTERVALS:

These services will be performed semi-annually. The first service will be performed November 2016. Foley will schedule services based off date & usage, we will contact Customer prior to dispatch to verify usage. Customer may contact Foley and schedule next service due should service interval occur sooner than expected. Foley is not responsible for any parts or labor for services at intervals less than semi-annually. The KW is 80 and the voltage is 120/208 & the Amps are 0 on this unit.

PAYMENT:

These services shall be provided for a Pay Per Service price of \$334.00 plus any applicable tax. Payment is due upon receipt of Foley's invoice. This pricing is based upon acceptance of Foley's standard terms and conditions.

EXCLUSIONS:

This agreement does not obligate Foley for any repair or cost of repairs as a direct, in direct consequential result of this inspection. Travel time and mileage costs in excess of 6 round trips from a Foley Service location will be at an additional charge at Foley's current published rate. Parts and/or labor other than those specifically required to perform the services as defined in the Planned Maintenance Inspection Report will be an additional charge. Further, Foley will not be responsible for repairs or cost of repairs (labor, parts, travel time, or mileage) caused by fire, vandalism, theft, freezing, explosion, alterations, accidents, misuse of the equipment or abuse, negligence, riots, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide or elsewhere, tire failure, or to auxiliary equipment attachments.

ADDITIONAL SERVICES:

If any additional services or repairs are recommended by Foley, Customer will be notified prior to the services being performed. Any services or repairs requested by Customer will be provided at Foley's then current rates for parts, labor and travel expenses. In addition to the services to be provided hereunder, Customer shall be entitled to any benefits and protections of warranties provided by Cat on the Equipment.

TERMINATION:

Customer may terminate this agreement at any time during its term with no termination fees by providing written notification to Foley. Such termination will not apply to services provided by Foley before notice was received by Foley. Frequent deviation from service interval schedule may result in termination of agreement at the sole discretion of Foley.

Any malfunction of the service meter shall be reported to Foley within thirty (30) days of said malfunction else this Agreement shall be deemed null and void at the option of Foley.

ADDITIONAL INCLUSIONS/EXCLUSIONS/COMMENTS:

After the first 3 years of this agreement, there will be an extension of 2 years under the same agreed price.



FOLEY EQUIPMENT CO.

Foley Maintenance Plan

Electric Power Generation

(Even Pay Per Service)

Agreement #

16E1018-1615

Customer:	City of Sedalia	Manufacturer:	Cummins
Contact Person:	John Simmons	Model:	DGCG5699456 Onan
Telephone:	660.827.3000	Serial Number:	L040727780
Address:	200 South Osage Sedalia, MO 65301	Hour Meter:	142
E-Mail:	jsimmons@cityofsedalia.com	Unit ID Number:	Hancock

This Agreement between Foley Equipment Company ("Foley") and ("Customer") shall be in effect from November 1, 2016 and shall terminate 36 months thereafter or upon Equipment reaching 392 hours of operation or 6 services, whichever comes first.

SERVICES:

Foley shall provide parts and labor to perform the applicable Foley Maintenance Plan (FMP) as defined in the Planned Maintenance Inspection Report. Customer agrees to allow Foley proper access to perform the services during normal business hours, unless otherwise agreed to in writing by Foley and contained within this agreement. If Customer requests work to be done on an overtime basis, Customer shall pay the differential between Foley's overtime and regular time charges. Customer will be furnished a copy of the Planned Maintenance Inspection Report detailing all items inspected, serviced, or replaced.

SERVICE INTERVALS:

These services will be performed semi-annually. The first service will be performed November 2016. Foley will schedule services based off date & usage, we will contact Customer prior to dispatch to verify usage. Customer may contact Foley and schedule next service due should service interval occur sooner than expected. Foley is not responsible for any parts or labor for services at intervals less than semi-annually. The KW is 80 and the voltage is 120/208 & the Amps are 0 on this unit.

PAYMENT:

These services shall be provided for a Pay Per Service price of \$311.00 plus any applicable tax. Payment is due upon receipt of Foley's invoice. This pricing is based upon acceptance of Foley's standard terms and conditions.

EXCLUSIONS:

This agreement does not obligate Foley for any repair or cost of repairs as a direct, in direct consequential result of this inspection. Travel time and mileage costs in excess of 6 round trips from a Foley Service location will be at an additional charge at Foley's current published rate. Parts and/or labor other than those specifically required to perform the services as defined in the Planned Maintenance Inspection Report will be an additional charge. Further, Foley will not be responsible for repairs or cost of repairs (labor, parts, travel time, or mileage) caused by fire, vandalism, theft, freezing, explosion, alterations, accidents, misuse of the equipment or abuse, negligence, riots, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide or elsewhere, tire failure, or to auxiliary equipment attachments.

ADDITIONAL SERVICES:

If any additional services or repairs are recommended by Foley, Customer will be notified prior to the services being performed. Any services or repairs requested by Customer will be provided at Foley's then current rates for parts, labor and travel expenses. In addition to the services to be provided hereunder, Customer shall be entitled to any benefits and protections of warranties provided by Cat on the Equipment.

TERMINATION:

Customer may terminate this agreement at any time during its term with no termination fees by providing written notification to Foley. Such termination will not apply to services provided by Foley before notice was received by Foley. Frequent deviation from service interval schedule may result in termination of agreement at the sole discretion of Foley.

Any malfunction of the service meter shall be reported to Foley within thirty (30) days of said malfunction else this Agreement shall be deemed null and void at the option of Foley.

ADDITIONAL INCLUSIONS/EXCLUSIONS/COMMENTS:

After the first 3 years of this agreement, there will be an extension of 2 years under the same agreed price.



FOLEY EQUIPMENT CO.

Foley Maintenance Plan

Electric Power Generation

(Even Pay Per Service)

Agreement #

16E1018-1611

Customer:	City of Sedalia	Manufacturer:	Generac
Contact Person:	John Simmons	Model:	SD0175GG1767D18HPYY
Telephone:	660.827.3000	Serial Number:	8229130
Address:	200 South Osage Sedalia, MO 65301	Hour Meter:	53
E-Mail:	jsimmons@cityofsedalia.com	Unit ID Number:	2606 W 16th

This Agreement between Foley Equipment Company ("Foley") and ("Customer") shall be in effect from November 1, 2016 and shall terminate 36 months thereafter or upon Equipment reaching 303 hours of operation or 6 services, whichever comes first.

SERVICES:

Foley shall provide parts and labor to perform the applicable Foley Maintenance Plan (FMP) as defined in the Planned Maintenance Inspection Report. Customer agrees to allow Foley proper access to perform the services during normal business hours, unless otherwise agreed to in writing by Foley and contained within this agreement. If Customer requests work to be done on an overtime basis, Customer shall pay the differential between Foley's overtime and regular time charges. Customer will be furnished a copy of the Planned Maintenance Inspection Report detailing all items inspected, serviced, or replaced.

SERVICE INTERVALS:

These services will be performed semi-annually. The first service will be performed November 2016 Foley will schedule services based off date & usage, we will contact Customer prior to dispatch to verify usage. Customer may contact Foley and schedule next service due should service interval occur sooner than expected. Foley is not responsible for any parts or labor for services at intervals less than semi-annually. The KW is 175 and the voltage is 480 & the Amps are 0 on this unit.

PAYMENT:

These services shall be provided for a Pay Per Service price of \$370.00 plus any applicable tax. Payment is due upon receipt of Foley's invoice. This pricing is based upon acceptance of Foley's standard terms and conditions.

EXCLUSIONS:

This agreement does not obligate Foley for any repair or cost of repairs as a direct, in direct consequential result of this inspection. Travel time and mileage costs in excess of 6 round trips from a Foley Service location will be at an additional charge at Foley's current published rate. Parts and/or labor other than those specifically required to perform the services as defined in the Planned Maintenance Inspection Report will be an additional charge. Further, Foley will not be responsible for repairs or cost of repairs (labor, parts, travel time, or mileage) caused by fire, vandalism, theft, freezing, explosion, alterations, accidents, misuse of the equipment or abuse, negligence, riots, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide or elsewhere, tire failure, or to auxiliary equipment attachments.

ADDITIONAL SERVICES:

If any additional services or repairs are recommended by Foley, Customer will be notified prior to the services being performed. Any services or repairs requested by Customer will be provided at Foley's then current rates for parts, labor and travel expenses. In addition to the services to be provided hereunder, Customer shall be entitled to any benefits and protections of warranties provided by Cat on the Equipment.

TERMINATION:

Customer may terminate this agreement at any time during its term with no termination fees by providing written notification to Foley. Such termination will not apply to services provided by Foley before notice was received by Foley. Frequent deviation from service interval schedule may result in termination of agreement at the sole discretion of Foley.

Any malfunction of the service meter shall be reported to Foley within thirty (30) days of said malfunction else this Agreement shall be deemed null and void at the option of Foley.

ADDITIONAL INCLUSIONS/EXCLUSIONS/COMMENTS:

After the first 3 years of this agreement, there will be an extension of 2 years under the same agreed price.

The Equipment is to be used by Customer exclusively and not subleased, loaned, or otherwise used by persons or entities other than Customer. Customer shall not alter the Equipment or affix any accessory thereto if such alteration or addition would impair the originally intended function or use or reduce the value of the Equipment. Foley shall be entitled to terminate this Agreement if the foregoing provisions are violated.

Foley is a vendor/independent contractor. Nothing herein shall create a partnership, joint venture or employment relationship between the parties. Customer may assign this Agreement, but only with the written consent of Foley. Any attempt to do so without such written consent shall be void and of no effect.

Foley may assign this Agreement; but no such assignment shall relieve Foley from any liability hereunder. This Agreement may be amended at any time by an agreement in writing executed with the same formality as this Agreement. This Agreement may not be modified orally.

The parties to this Agreement shall execute and deliver all documents, provide all information, and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assignees. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement or condition.

If any provision of this Agreement is or becomes invalid, illegal, or unenforceable in any respect, and if the rights and obligations of the parties to this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Agreement will remain in full force and effect and not be affected by the illegal, invalid, or unenforceable provision or by its severance here from; and (d) in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as is possible. This Agreement shall be construed in accordance with and governed by the internal laws of the State of Kansas, without regard to the principles of conflicts of law.

Any and all actions in law, equity, or otherwise arising under this Agreement, or in any manner from the transactions contemplated herein, shall be brought either in the U.S. District Court for the District of KS, sitting in Wichita, KS, or the 18th Judicial District, District Court, Sedgwick County, KS, and in no other court or jurisdiction. Each party hereto hereby consents to the jurisdiction of said courts. This contract shall be deemed to have been made in Wichita, KS. No provision of this Agreement shall be interpreted for or against any party hereto on the basis that such party was the draftsman of such provision; and no presumption or burden of proof shall arise disfavoring or favoring any party by virtue of the authorship of any of the provisions of this Agreement.

FOLEY DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE EQUIPMENT, PARTS, OR SERVICES OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN. FOLEY FURTHERMORE DISCLAIMS, AND CUSTOMER EXPRESSLY DISCLAIMS, ANY RELIANCE ON STATEMENTS MADE BY FOLEY OR ITS AGENTS. EXCEPT FOR ANY EXPRESS WARRANTIES EXTENDED IN WRITING BY CATERPILLAR, INC., THE EQUIPMENT, ALL PARTS, AND ALL SERVICES PROVIDED HEREUNDER ARE SOLD, LEASED, OR PROVIDED "AS IS" AND WITH ALL FAULTS. FOLEY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE EQUIPMENT, PARTS, OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF MERCHANTABILITY OR WARRANTY THAT THE EQUIPMENT IS IN COMPLIANCE WITH ANY APPLICABLE GOVERNMENTAL REGULATIONS, SPECIFICATIONS, OR REQUIREMENTS. PERFORMANCE OF THE REPAIRS OR ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER ANY WARRANTY EXTENDED BY FOLEY.

CUSTOMER HEREBY WAIVES, AND FOLEY SHALL NOT BE LIABLE FOR, ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) IT MIGHT HAVE AGAINST FOLEY FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGE), OR EXPENSE CAUSED BY THE EQUIPMENT, PARTS, OR SERVICES. WITHOUT LIMITING THE FOREGOING, LOSS OF EQUIPMENT USE, INCONVENIENCE, STORAGE, LOSS OF TIME OR PAYMENT, DELAY PENALTIES, AND SUBSTITUTE RENTAL SHALL REMAIN THE SOLE RESPONSIBILITY OF CUSTOMER, AND FOLEY SHALL HAVE NO LIABILITY THEREFORE.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Customer	Signed	Date
	Printed Name	Title
Foley Equipment	Signed <i>Todd McClelland</i>	Date <i>11/3/16</i>
	Printed Name <i>Todd McClelland</i>	Title <i>Engine PSR</i>



BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A SALES AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND FOLEY EQUIPMENT COMPANY FOR THE PURCHASING OF A MINI-EXCAVATOR TO BE UTILIZED BY THE SANITATION AND WATER POLLUTION CONTROL DEPARTMENTS.

WHEREAS, The City of Sedalia, Missouri, has received a proposal from Foley Equipment Company; and

WHEREAS, under the attached agreement, the City of Sedalia, Missouri, shall pay the sum and amount of Sixty-two Thousand Two Hundred Seventy-six Dollars and Seventy-one Cents (\$62,276.71) to Foley Equipment Company for the purchasing of a Caterpillar 305.5E2 Mini-Excavator to be utilized by the Sanitation and Water Pollution Control Departments as more fully described in the proposed agreement attached to this ordinance as Exhibit A and incorporate 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 sales agreement by and between the City of Sedalia, Missouri, and Foley Equipment Company in substantively the same form and content as the agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 7th day of November 2016.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of November 2016.

ATTEST:

Stephen J. Galliher, Mayor

Arlene Silvey, MPCC
City Clerk

To: Gary Edwards
From: Brenda Ardrey BA
Date: November 1, 2016
Subject: Mini-excavator

In reviewing the Sanitation Department's approved Fiscal Year 2017 Budget Authority for lease with option to buy a skid steer, the following was determined related to this piece of equipment: 1) Public Works had two skid steers under lease-purchase agreements (1 in Sanitation and 1 in Water Pollution Control); 2) WPC determined that rather than a skid steer they had a need for a mini-excavator for work in close quarters; 3) The lease purchase agreements included interest payments and it was determined purchase was a better option than continuing the lease-purchase arrangement; 4) The skid steer in WPC had fewer hours than the Sanitation Department skid steer so the Sanitation Department skid steer was returned to the vendor and the WPC skid steer was purchased; and 5) Public Works is now requesting to purchase the mini-excavator for WPC. Please see the attached memo and sales agreement. This a cooperative purchase from NJPA under the current Financial Management Policy.

We are requesting approval to move forward with the purchase.

Thank you.

To: Brenda Ardrey
From: Ron Stark
Date: October 26, 2016
Subject: Mini Excavator

This bid request is for the purchase of a miniexcavator -305.5E2 Hydraulic Excavator for \$62,276.71. (Copy attached.) A skid steer was included in the budget, but it has been determined that a miniexcavator would best meet our needs. I am requesting that we purchase this from Foley Equipment of Sedalia under the National Joint Powers Alliance (NJPA) cooperative procurement program.

Department heads are encouraged to use cooperative purchasing programs sponsored by the State of Missouri. Departments are also authorized to purchase items from the State Surplus Property Unit in Jefferson City, Buy Board National Purchasing Cooperative and any other similar programs that meet the spirit and intent of these procedures in their process, such as the NJPA. Cooperative purchasing can prove advantageous to the City by taking advantage of the large quantity purchases made by State Government. Purchases made through these programs have met the requirements of competitive bidding and require the approval of the Department Head and City Administrator under the new Financial Management Policy.

Thank you,
Ron Stark – Sanitation Superintendent





SALES AGREEMENT

DATE Oct 24, 2016

Foley Equipment Company, 1550 S. West Street, Wichita, KS 67213 Phone:(316) 943-4211

PURCHASER	CITY OF SEDALIA		
STREET ADDRESS	209 E OSAGE		
CITY/STATE	SEDALIA, MO	COUNTY	PETTIS
POSTAL CODE	65301-4334	PHONE NO	660-827-3000
EQUIPMENT	MIKE SHANKLES		
PRODUCT SUPPORT	MIKE SHANKLES		
INDUSTRY CODE	LEGISLATIVE BODIES (9121)	PRINCIPAL WORK CODE	GOVERNMENT (A30)
CUSTOMER NUMBER	030820	Sales Tax Exemption # (if applicable)	12493333
CUSTOMER PO NUMBER	0		
PAYMENT TERMS:			(All terms and payments are subject to Finance Company - OAC approval)
NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00
PAYMENT PERIOD		PAYMENT AMOUNT	
FINANCIAL SERVICES	<input type="checkbox"/>	CSC	<input type="checkbox"/>
LEASE	<input type="checkbox"/>	CONTRACT INTEREST RATE	0.00
		NUMBER OF PAYMENTS	
		OPTIONAL BUY-OUT	\$0.00

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED						
MAKE: TBA	MODEL: 305.5E2LC	YEAR: TBA				
STOCK NUMBER: PGN0290	SERIAL NUMBER: 6CR502062					
305.5E2 HYD EXCAVATOR MA3	460-8452	STICK, LONG, HEAVY DUTY	464-8574	FILM, QUICK COUPLER, ANSI		397-7142
CONTROL PATTERN CHANGER	397-7126	LINES, BOOM	397-7086	TH305H - PGN08841		4529816
ALARM, TRAVEL	419-4783	LINES, STICK	397-7064	BK305P24 - PGN01170		4649911
MIRROR, CAB, RIGHT	428-7870	TRACK, RUBBER BELT	436-2494	BK305P36 - PGN01175		4649913
SEAT FABRIC HIGH BACK SUSP	428-7874	BATTERY, DISCONNECT	453-4770			
BELT, SEAT, 3" RETRACTABLE	434-2092	RADIO	432-2774			
305.5E2 HYDRAULIC EXCAVATOR	452-5620	COUNTERWEIGHT, STANDARD	367-0949			
CAB W/ AIR CONDITIONER	456-2643	DRAIN, ECOLOGY	377-4520			
ELECTRICAL ARRANGEMENT	456-2679	BLADE, 77", WELD-ON	463-8033			
COOLING, HIGH AMBIENT	452-5632	SERIALIZED TECHNICAL MEDIA KIT	421-8920			
STICK PKG LONG W/O 2ND AUX	463-9134	LINES, QUICK COUPLER (LONG)	425-8089			
LINES, AUXILIARY, LONG STICK	379-4677	HEATER, JACKET WATER	470-6522			
LINKAGE BUCKET W/ LIFTING EYE	397-7078	COUPLER, PG, HYD, DUAL LOCK	361-1097			
LINES, BUCKET, LONG STICK	415-5078	PACK, DOMESTIC TRUCK	6P-0210			
HYDRAULICS STD W/O 2ND AUX	463-8016	INSTRUCTIONS, ANSI	461-4588			

TRADE-IN EQUIPMENT			SELL PRICE	\$62,276.71
MODEL:	YEAR:	SN.:	EXT WARRANTY	Included
PAYOUT TO:	AMOUNT:	PAID BY:	PLUS ANY APPLICABLE TAXES	\$62,276.71
MODEL:	YEAR:	SN.:	ACH Information:	
PAYOUT TO:	AMOUNT:	PAID BY:	Bank = Wells Fargo NA	
MODEL:	YEAR:	SN.:	ABA number 121000248	
PAYOUT TO:	AMOUNT:	PAID BY:	Account number 4121956387	
MODEL:	YEAR:	SN.:	Email remittance advice to ACHPMTS@foleyeq.com	
PAYOUT TO:	AMOUNT:	PAID BY:		
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.				
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.				

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL	<input type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL
<p>The customer acknowledges that he has received a copy of the Foley Equipment Company/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.</p> <p>Warranty applicable including expiration date where necessary:</p> <p>12 months unlimited hours</p> <p>CCE 24 Month / 1000 Hour Powertrain - Special -</p>		<p>All used equipment is sold as is where is and no warranty is offered or implied except as specified here:</p> <p>Warranty applicable:</p>	

CSA: _____

NOTES: _____

By checking this box, the assignment denoted in Item No. 9 on the back of the contract applies. By checking this box, the assignment denoted in Item No. 9 on the back of the contract does not apply.

This order is not valid until approved by Sales Manager

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

ORDER RECEIVED BY	Matt Smith	APPROVED AND ACCEPTED ON	
	REPRESENTATIVE	CITY OF SEDALIA	PURCHASER
SALES MANAGER BY		SIGNATURE	
		TITLE	

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 48-53 OF THE CITY'S CODE OF ORDINANCES BY INCLUDING A SERVICE THAT PROVIDES INDIVIDUALS RESIDING OUTSIDE THE CORPORATE CITY LIMITS OF SEDALIA AN OPPORTUNITY TO RECYCLE MATERIALS FOR A FEE AND INCORPORATING SUCH SERVICE FEE INTO THE CITY'S FEE SCHEDULE.

WHEREAS, the City of Sedalia, Missouri received a request from the Commissioners of Pettis County for consideration of providing residential recycling services to individuals residing outside the corporate city limits of the City of Sedalia and in order to assist in providing alternatives to landfill disposal for reusable materials, to assist in removing such beneficial materials from the waste stream for use in new products and to promote the environmental benefits of material reuse and

WHEREAS, the City of Sedalia has long recognized that recycling is known as an environmentally responsible management practice for municipal waste materials, the City will assist and provide expertise to the Pettis County Commission by making available to individuals residing outside the corporate city limits of the City of Sedalia recycling services for a fee. The costs of transport and recycling of the varied materials in a municipal waste stream routinely exceed the moneys generated from such material collection and reuse. City staff recommends that a sixty-four U.S. dollar (\$64) annual fee for recycling services for individuals residing outside the corporate city limits of the City be established to offset the costs of this service being provided by the City.

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 and such schedule is hereby amended to incorporate a fee of sixty-four U.S. Dollars (\$64) for providing recycling services to individuals residing outside the corporate city limits of the City of Sedalia. Individuals residing outside the corporate city limits of the City desiring recycling services shall pay the recycling fee for the initial year of service, (i.e. 2017), on or after November 15, 2016. Thereafter and continuing through December 31, 2017, the individual shall be allowed to deliver recyclable materials acceptable to the City of Sedalia at the City's Materials Management Site. Further, the non-resident recycling fee shall be reviewed by September 30 each year to determine the need for any adjustment to the fee. The City shall announce on its website the new non-resident recycling rate by October 31 of the current year and any adjustment shall become effective on January 1 of each successive year. Individuals desiring to continue recycling services shall pay the annual fee by December 31 of the current year. Individuals purchasing this service shall annually be provided recycling decals to be displayed in the back windshield of their vehicle(s). Each individual purchasing service shall be provided two (2) such decals. Individuals desiring service after January 1 shall pay the pro-rata portion of the annual service fee based upon service beginning on the first day of the month in which service is paid to the end of the current calendar year.

Section 3. The recycling fee shall be paid to the Finance Department of the City of Sedalia, located at 200 S. Osage Street, Sedalia, Missouri prior to any material being delivered by the individual to the recycling location. After payment of the applicable fee and upon receipt of the recycling decals, individuals may begin delivering residential recyclable materials to the City of Sedalia's Materials Management Site at 27882 Highway U, Sedalia, Missouri.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 7th day of November, 2016.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of November, 2016.

ATTEST:

Stephen J. Galliher, Mayor

Arlene Silvey, MPCC
City Clerk

To: Gary Edwards
From: Brenda Ardrey *BA*
Date: November 1, 2016
Subject: Recycling Partnership with Pettis County

Attached is a copy of an Ordinance for approval of a city/county recycling agreement. The Ordinance was drafted based upon our discussions with the Pettis County Commission who wishes to provide a means for individuals residing outside Sedalia to participate in the City's established recycling program.

Service fees (\$64 annually) from individuals residing outside the corporate city limits of Sedalia will be paid to the City's Finance Department. Information about the new service, similar to the current City service, will be posted to the City's Sanitation and Recycling webpage including a printable form to establish service should the individual want to mail in and receive recycling decals through the U.S. mail rather than coming into town. The County may also place this information about the recycling partnership and available services/forms on the County's webpage or, at a minimum, will link over to the City's Sanitation and Recycling page.

We are requesting approval to move forward with this agreement.

Thank you.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A LETTER AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND OLSSON ASSOCIATES FOR THE NORTH WASTEWATER TREATMENT PLANT SCREENING IMPROVEMENTS PROJECT.

WHEREAS, The City of Sedalia, Missouri, received a proposal from Olsson Associates; and

WHEREAS, under the proposal the City of Sedalia, Missouri, shall pay Olsson Associates the total sum and amount of not to exceed Eighty-one Thousand Seven Hundred Twenty-two Dollars (\$81,722.00) for the North Wastewater Treatment Plant Screen Improvements Project as described in the proposed agreement attached as Exhibit A and incorporated by reference as though the proposed agreement were set forth herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the letter agreement for professional services by and between the City of Sedalia, Missouri, and Olsson Associates in substantively the same form and content as the agreement has been proposed.

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

Section 3. The City Clerk is hereby directed to file in her office a duplicate or copy of the documents after they have 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 7th day of November 2016.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of November 2016.

ATTEST:

Stephen J. Galliher, Mayor

Arlene Silvey, MPCC City Clerk

To: Gary Edwards
From: Brenda Ardrey 
Date: November 1, 2016
Subject: North Wastewater Treatment Plant Screening Improvements

In the 2017 budget, the Water Pollution Control Program received approval to make improvements to the North Wastewater Treatment Plant's bar screen.

Public Works requests approval of the attached agreement between Olsson and Associates and the City of Sedalia for engineering services related to the preparation of design and construction plans as well as bid specification documents and construction observation services for the proposed construction and installation of the North Wastewater Treatment Plant bar screen.

Thank you.



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

October 28, 2016

City of Sedalia
Attn: Devin Lake, Project Manager
200 South Osage Ave
Sedalia, MO 65301

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
North Wastewater Treatment Plant Screening Improvements (the "Project")
City of Sedalia, Missouri

Dear Ms. Lake:

It is our understanding that The City of Sedalia, Missouri ("Client") requests Olsson Associates, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: November 15, 2016
Anticipated Design Completion Date: April 1, 2017

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

For Phases 430, 500, 510, 600, 610, 620, 650, 660, and 680, Client shall pay to Olsson for the performance of the Scope of Services a fixed fee as outlined below. Olsson's reimbursable expenses for this Project are included in the fixed fee. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Phase 430 – Engineering Report	\$ 3,625.00
Phase 500 – Wastewater Equipment Pre-Selection	\$ 5,227.00
Phase 510 – Wastewater Improvements Design	\$26,102.00
Phase 600 – Equipment Pre-Selection Services	\$ 3,502.00
Phase 610 – Bid Phase Services	\$ 6,405.00
Phase 620 – Construction Administration Services	\$ 6,578.00
Phase 650 – SCADA Integration Services	\$ 6,846.00
Phase 660 – Project Close-Out	\$ 5,356.00
Phase 680 – Extended Start-Up	\$ 3,372.00
Total Fixed Fee Tasks	\$67,012.00

For Phase 640, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services on an hourly cost basis times a factor of 3.085 for services rendered by our principals and employees engaged directly on the Project, and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date. The estimated fee is as follows:

Phase 640 – Construction Observation Services (Based on 120 hours with expenses)	\$14,710.00
Total Fee – All Tasks	\$81,722.00

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Devin Lake.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of maximum 30 days from the date set forth above, unless changed by us in writing.

OLSSON ASSOCIATES, INC.

By Kevin Waldron
Kevin Waldron, PE

By Michael Milius
Michael Milius, PE

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF SEDALIA, MISSOURI

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

- General Provisions
- Additional Provisions
- Scope of Services
- Resident Project Representative Duties
- Reimbursable Expense Schedule

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated October 28, 2016 between City of Sedalia, Missouri ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or

utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials,

encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and

programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that

the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall

grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding litigation.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 Litigation, may be commenced at any time prior to or after completion of the Project(s), provided that if litigation is commenced prior to the completion of the Project(s), the

obligations of the parties under the terms of this Agreement shall not be altered by reason of the litigation being conducted. Any arbitration hearings or litigation shall take place in Missouri.

6.2.4 The prevailing party in any litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect

to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Construction Cost Estimate

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost

Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the

period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.6 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or

hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Missouri. It is further

agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Missouri.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated October 28, 2016 between The City of Sedalia, Missouri ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Sedalia, Missouri

Project Description: North Wastewater Treatment Plant Screening Improvements – as outlined as Option 2 in the Draft Wastewater Screen Memo from Olsson Associates dated September 30, 2015

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

PHASE 430: ENGINEERING REPORT

Olsson shall complete an Engineering Report for the proposed improvements at the existing WWTP site as required by MDNR. The tasks performed shall include:

- Task 431: Prepare Draft Report** – Olsson shall prepare a draft report and submit it to the Client for review.
- Task 432: Review Meeting** – Olsson shall attend a review meeting at the Client office to review and receive comments from the Client.
- Task 433: Prepare Final Report** – Olsson shall prepare and submit a Final Engineering Report as required by MDNR regulations.
- Task 434: Respond to Comments** – Olsson shall prepare and respond to comment from MDNR regarding the Engineering Report.

Phase 500 - Design

PHASE 500: WASTEWATER EQUIPMENT PRESELECTION

Olsson shall prepare a set of limited plans and specifications that can be used as proposal documents for the Pre-Selection of WWTP Equipment. The preselection of equipment is anticipated to include the new screening and screening Washing equipment. The tasks performed shall include:

- Task 501: Site Visits** - Olsson shall arrange site visits for Clients staff to observe treatment equipment. A total of one trip (1 day per trip) is anticipated. Client's travel expenses are not included in fee.
- Task 502: Civil Design** - Olsson shall complete the limited civil engineering design so sizing of the equipment can be determined.

- Task 503:** **SCADA Design** – Olsson shall complete the limited SCADA system design for the selected equipment.
- Review specifications for equipment preselection
- Task 504:** **Prepare Limited Plan Sheets** – Olsson shall prepare limited plan sheets for the proposed project showing the basic information for the equipment manufactures.
- Task 505:** **Prepare Specifications** - Olsson shall prepare technical specifications and contract documents for the equipment selection proposals.
- Task 506:** **Quality Control Review** - Olsson shall complete an internal quality control review to evaluate the equipment selection documents.
- Task 507:** **Revise Plans and Specifications** - Olsson shall revise the plans and specifications in accordance with comments received from the Client, and the quality control review.

PHASE 510: WASTEWATER IMPROVEMENTS DESIGN

Olsson shall prepare a set of plans and specifications that can be used as bid and construction documents. The design will include the improvements to the existing WWTP. The tasks performed shall include:

- Task 511:** **Develop Basis of Design** - Olsson shall define and describe elements considered in the preliminary design, including material selection, manufacturer selection of products to be specified, and construction requirements.
- Task 512:** **Design Memorandum** - Olsson shall complete a design memorandum that outlines the proposed layout, project materials, equipment, electrical, mechanical and SCADA system components for the project. The memorandum shall be distributed by Olsson and for review by the Client.
- Task 513:** **Civil Design** - Olsson shall complete the civil engineering design of the needed improvements for the existing wastewater equalization facilities. These improvements will include the selected plan that has been outlined in the previous memo. The improvements include a new screen with washer and screening building.
- Task 514:** **Mechanical Design** - Olsson shall complete the mechanical engineering design of the needed improvements for the new wastewater screening building.
- Task 515:** **Electrical Design** - Olsson shall complete the electrical engineering design of the needed improvements for the new screen and screening building.
- Task 516:** **SCADA Design** – Olsson shall complete the SCADA system design of the needed improvements for the existing wastewater facilities. These

improvements will include the new controls at the Influent Pump Station and other items at the WWTP as outlined in the previous engineering report.

- Task 517: Prepare Plan Sheets** - Olsson shall prepare plan sheets for the proposed project.
- Task 518: Prepare Detail Sheets** - Olsson shall prepare detail sheets for the proposed project.
- Task 519: Prepare Specifications** - Olsson shall prepare technical specifications and contract documents.
- Task 520: Submittal of Plans and Specifications to Regulatory Agencies** - Olsson shall submit the required information to Regulatory Agencies for approval. Olsson shall respond to comments by Regulatory Agencies. Client will be responsible for review fees.
- Task 521: Prepare Cost Opinion** - A final opinion of probable construction cost shall be prepared based upon the information in the plans and specifications.
- Task 522: Quality Control Review** - Olsson shall complete an internal quality control review to evaluate the construction.
- Task 523: Revise Plans and Specifications** - Olsson shall revise the plans and specifications in accordance with comments received from the Client, Regulatory Agencies, and the quality control review. A total of two rounds of revisions are anticipated.
- Task 524: Design Workshops** - Olsson shall set up design workshops with the Client to review the project design. Workshops are anticipated at the draft presentation of the Design Memorandum and at 30% Design (two workshops total). Workshops are to be held at the Client's Office.
- Task 530: Design Meetings with Client** - Olsson shall set up design meetings with the Client to review the project design. Workshops are anticipated at 60 and 90 percent (%) design stages. Meetings to be held at the Client's office.

Phase 600 – Bidding Services

Phase 600: EQUIPMENT PRE-SELECTION SERVICES

Olsson shall assist the Client in acquiring proposals for pre-selection of key treatment equipment. The anticipated equipment includes screening and screening washing equipment. The tasks shall include:

- Task 601: Prepare and Distribute Proposal Documents** - Olsson shall arrange for preparation and distribution of proposal documents to prospective

equipment suppliers. Scoring procedures developed by Olsson for the equipment evaluation and selection will be included.

- Task 602: Answer Questions** - Olsson shall answer questions from prospective suppliers regarding the pre-selection documents.
- Task 603: Prepare Addenda** - Olsson shall prepare and distribute addenda, if needed, during this phase.
- Task 604: Evaluate Proposals** - Olsson shall review proposals, and prepare a tabulation of the proposals and evaluate the equipment.
- Task 605: Proposal Review Meeting** - Olsson shall attend an on-site meeting to review proposals with the Client.
- Task 606: Recommend Award** - Based upon the results of the proposal evaluation, Olsson shall provide a written recommendation to Client.

Phase 610: BID PHASE SERVICES

Olsson shall assist the Client in bidding the project. The tasks shall include:

- Task 611: Prepare and Distribute Bid Documents** - Olsson shall arrange for preparation and distribution of bid documents to prospective bidders. Plans will be distributed through Drexel Technologies.
- Task 612: Answer Bidder Questions** - Olsson shall answer bidder's questions regarding the construction documents.
- Task 613: Prepare Addenda** - Olsson shall prepare and distribute addenda to the bidders if needed during this phase.
- Task 614: Attend Pre-Bid Meeting** - Olsson shall attend a pre-bid meeting with prospective bidders.
- Task 615: Attend Bid Opening** - Olsson shall attend the bid opening meeting.
- Task 616: Evaluate Bids** - Olsson shall prepare a tabulation of the bids and evaluate the bids and qualifications of the bidders.
- Task 617: Recommend Award** - Based upon the results of the bid evaluation, Olsson shall provide a written recommendation.
- Task 618: Attend City Council Meeting** - Olsson shall attend the City Council meeting for the award of the contract to the successful bidder.

Phase 620 – Contract Administration

PHASE 620 - CONTRACT ADMINISTRATION SERVICES

Olsson shall assist the Client in the administration of the construction phase of the project. Olsson shall perform the tasks listed below.

- Task 621: Prepare Conforming Copies of Contracts** - Olsson shall assist the Client in the preparation and distribution of conforming copies of the executed contracts.
- Task 622: Attend Preconstruction Meeting** – Olsson shall attend the pre-construction meeting, assist in preparing the meeting agenda, and shall prepare and distribute minutes to attendees.
- Task 623: Review Submittal Data** – Olsson shall review the Contractor's submittal data on materials for general conformance with the intent of the design. Services will include subscription to Submittal Exchange.
- Task 624: Attend Construction Progress Meetings** – Olsson shall attend monthly progress meetings during project construction. Olsson shall prepare and distribute minutes to attendees.
- Task 625: Review Progress Payments & Process Change Orders** - Olsson shall review the Contractor's monthly progress payment applications for conformance with the progress of the work and mathematical accuracy. Olsson shall also process Contractor's change order requests.

Phase 640 – Construction Services

PHASE 640: CONSTRUCTION OBSERVATION SERVICES

Olsson shall assist the Client during the construction of the project. Additional work will only be performed when authorized by the Client. Olsson shall perform the tasks listed below.

- Task 641: Construction Observation Services** - Olsson shall perform Construction Observation Services on behalf of the Client during the construction of the project. The extent of the Construction Observation Services will be discussed with the Client and these services may range from full-time observation to limited, part-time observation. It is anticipated that for the North Wastewater Plant Screening Improvements, part-time observation will be provided. The duties and limitation of the Observation Services is outlined in Exhibit B. A total of 120 hours of on-site observation is anticipated with 15 trips.
- Task 642: Interpret Contract Documents** - Olsson shall assist the Contractor and the Client in interpreting the contract documents.

PHASE 650: SCADA INTEGRATION SERVICES

Olsson shall provide SCADA configuration, startup, and training services for the WWTP improvements. The tasks performed shall include:

Task 651: SCADA Configuration Services – Olsson shall perform the following services for the WWTP:

- Configure existing Allen-Bradley PLC for new Screening Equipment.
- Design and configure Wonderware graphic displays for new PLC inputs/outputs
- Design and configure new graphic displays for existing touchscreen display panels at WWTP for the new screening structure.
- SCADA Operations Training

Phase 660 – Project Close-Out

PHASE 660: PROJECT CLOSE-OUT

Olsson shall assist the Client in the close-out of the project. Olsson shall perform the tasks listed below.

Task 661: Attend Final Inspection - Olsson shall attend the final inspection of the project with the Client and provide written comments to the Client.

Task 662: Review Final Application for Payment - Olsson shall review the Contractor's final application for payment and the accompanying documentation.

Task 663: Review Contractor's Records - Olsson shall review the Contractor's and Client's record drawings for completeness and legibility. Olsson shall identify additional information required to complete the project record drawings and request the information from the Client.

Task 664: Prepare Operation and Maintenance Manual – Olsson shall develop a supplemental Operation and Maintenance Manual for the improvements. Manual is to be reviewed and approved by Missouri Department of Natural Resources (MDNR). Olsson shall provide three hardcopies with two CD's of PDF versions of Manuals.

Task 665: Prepare Record Drawings - Using the Contractor's and the Client's Resident Project Representative's record drawings, Olsson shall revise the construction documents to reflect the construction records for the project. Olsson shall provide the Client with two sets in PDF Format.

PHASE 680: EXTENDED START-UP

Olsson shall assist the Client in the extended start-up phase. Olsson shall perform the tasks listed below.

Task 681: Extended Start-Up - Olsson shall assist the Client with extended start-up services for the Wastewater Treatment Facilities to assist in operational issues for a period of one year after start up.

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DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of CONTRACTOR.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with Contract Documents and in particular the specific limitations set forth in the Agreement as applicable.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealing in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
 - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

- b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
- 6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
- 7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
- 8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- 9. Reports:
 - a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
 - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
- 10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. Completion:
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

2016 REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.54/mile*
Suburbans and Pick-Ups	\$0.75/mile*
Automobiles (OA Vehicle)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Date: 10/31/2016
 Job: Sedalia North WWTP Screening Improvements



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Phase/ Task	Description of Work	TOTAL MAN- DAYS	TOTAL LABOR FEE	TOTAL EXPENSE FEE	TOTAL FEE
Phase 430 - Preliminary Design Report					
430	Prepare Draft Report	1.75	\$1,499		\$1,499
431	Review Meeting	1.00	\$1,252		\$1,252
432	Prepare Final Report	0.75	\$527		\$527
433	Respond to Comments	0.50	\$347		\$347
	Sub-Total	4.00	\$3,625		\$3,625
Phase 500 - Wastewater Equipment Preselection					
501	Equipment Site Visits (1 Total)	1.00	\$1,571	\$395	\$1,966
502	Civil Design	0.50	\$466		\$466
503	SCADA Design	0.50	\$347		\$347
504	Prepare Plan Sheets	0.75	\$594		\$594
505	Prepare Specifications	1.25	\$1,086		\$1,086
506	Quality Control Review	0.13	\$226		\$226
507	Revise Plans / Specifications	0.63	\$543		\$543
	Sub-Total	4.76	\$4,832	\$395	\$5,227
Phase 510 - WWTP Improvements Design					
511	Basis of Design	0.75	\$859		\$859
512	Design Memorandum	2.00	\$1,520		\$1,520
513	Civil Design	5.25	\$4,425		\$4,425
514	Mechanical Design	2.75	\$2,568		\$2,568
515	Electrical Design	5.50	\$5,137		\$5,137
516	SCADA Coordination / Design	1.13	\$940		\$940
517	Prepare Plan Sheets	2.25	\$1,783		\$1,783
518	Prepare Detail Sheets	1.75	\$1,422		\$1,422
519	Prepare Specifications	1.50	\$1,040		\$1,040
520	Submission to Regulatory Agencies	0.50	\$347		\$347
521	Prepare Cost Opinion	0.50	\$466		\$466
522	Quality Control Review	0.25	\$452		\$452
523	Revise Plans / Specifications	0.50	\$347		\$347
524	Design Workshops (1 Total)	1.50	\$1,877	\$225	\$2,102
525	Design Meeting with Client (2 Total)	1.50	\$2,356	\$340	\$2,696
	Sub-Total	27.63	\$25,537	\$565	\$26,102
Task 600 - Equipment Pre-Selection Services					
601	Prepare and Distribute Proposal Documents	0.50	\$347	\$55	\$402
602	Answer Questions	0.50	\$626		\$626
603	Prepare Addenda	0.50	\$347		\$347
604	Evaluate Proposals	0.38	\$429		\$429
605	Proposal Review Meeting	1.00	\$1,252	\$101	\$1,353
606	Recommend Award	0.50	\$347		\$347
	Sub-Total	3.38	\$3,346	\$156	\$3,502

	Phase 610 - Bid Phase Services				
611	Prepare and Distribute Bid Documents	0.50	\$227	\$110	\$337
612	Answer Bidder Questions	0.75	\$859		\$859
613	Prepare Addenda	0.75	\$739	\$28	\$767
614	Attend Pre-Bid Meeting	0.75	\$939	\$63	\$1,001
615	Attend Bid Opening	0.75	\$939	\$63	\$1,001
616	Evaluate Bids	0.75	\$859		\$859
617	Recommend Award	0.75	\$580		\$580
618	Attend City Council Meeting	0.75	\$939	\$63	\$1,001
	Sub-Total	5.75	\$6,080	\$325	\$6,405
	Phase 620 - Contract Administration Services				
620	Prepare Contracts	1.00	\$693		\$693
621	Attend Preconstruction conference	0.75	\$1,178	\$115	\$1,293
622	Submittal Review	1.75	\$1,791		\$1,791
623	Attend Progress Meetings (2)	1.50	\$1,877	\$230	\$2,107
624	Review Progress Payments	1.00	\$693		\$693
	Sub-Total	6.00	\$6,233	\$345	\$6,578
	Phase 640 - Construction Observation (T&E)				
641	Construction Observation (120 Hours)	15.00	\$10,836	\$2,083	\$12,919
642	Interpet Contract Documents	1.75	\$1,791		\$1,791
	Sub-Total	16.75	\$12,627	\$2,083	\$14,710
	Phase 650 - SCADA Integration				
651	SCADA Configuration	5.00	\$6,846		\$6,846
652	???				
	Sub-Total	5.00	\$6,846		\$6,846
	Task 660 - Project Close Out				
660	Attend Final Inspection	0.75	\$1,178	\$46	\$1,224
661	Review Final Pay Application	0.50	\$347		\$347
662	Review Contractors Records	0.50	\$347		\$347
663	Prepare O&M Manual Supplement	3.00	\$2,318	\$165	\$2,483
664	Prepare Record Drawings	1.25	\$956		\$956
	Sub-Total	6.00	\$4,190	\$211	\$5,356
	Task 680 - Project P-1 Extended Startup				
681	Extended Startup	2.00	\$3,142	\$230	\$3,372
	Sub-Total	2.00	\$3,142	\$230	\$3,372

Total Fixed Fee	\$67,012
Total Fee - All Tasks	\$81,722



Account No.	Page
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Statement Date	
10/31/16	

Account Name		
CITY OF SEDALIA STREET DEPT		
Statement Date	Account Number	Page
10/31/16	5963	1

STATEMENT

CITY OF SEDALIA STREET DEPT
 STREET DEPARTMENT
 200 S OSAGE
 SEDALIA, MO 65301- US


Remit To:
 Boone Quarries
 PO Box 16607
 Wichita KS 67216
 573-447-0100

To ensure proper credit, please return this portion with your remittance.

A Finance Charge of 1.5% per month (annual percentage rate of 18%) may be charged on all past due accounts

Date	Cd	Invoice	Description	Amount	Balance	Invoice	Amount
10/15/16	I	259547	2015-2016 CITY OF SE	104.48	104.48	I 259547	104.48
10/15/16	I	259548	2015-2016 CITY OF SE	88.50	88.50	I 259548	88.50
10/15/16	I	259549	2015-2016 CITY OF SE	226.74	226.74	I 259549	226.74
10/15/16	I	259550	2015-2016 CITY OF SE	217.99	217.99	I 259550	217.99
10/15/16	I	259551	2015-2016 CITY OF SE	215.32	215.32	I 259551	215.32
10/15/16	I	259552	2015-2016 CITY OF SE	616.09	616.09	I 259552	616.09
10/22/16	I	261049	2015-2016 CITY OF SE	99.83	99.83	I 261049	99.83
10/22/16	I	261050	2015-2016 CITY OF SE	60.79	60.79	I 261050	60.79
10/22/16	I	261051	2015-2016 CITY OF SE	125.78	125.78	I 261051	125.78
10/22/16	I	261052	2015-2016 CITY OF SE	65.24	65.24	I 261052	65.24
10/29/16	I	262551	2015-2016 CITY OF SE	115.05	115.05	I 262551	115.05
10/29/16	I	262552	2015-2016 CITY OF SE	87.38	87.38	I 262552	87.38
10/31/16	I	263379	2015-2016 CITY OF SE	279.39	279.39	I 263379	279.39
10/31/16	I	263380	2015-2016 CITY OF SE	90.91	90.91	I 263380	90.91

Current	31-60 Days	Over 60 Days	Over 90 Days	Total Due	Total Due
2,393.49	0.00	0.00	0.00	2,393.49	2,393.49

Thank you for your business.

CREDIT CARD PAYMENTS ARE ACCEPTED
(MasterCard, Discover, Visa, AMEX)

TITLE TO MATERIAL PASSES PRIOR TO DELIVERY.

NOTE: TERMS NET. CLAIMS FOR SHORTAGE MUST BE MADE ON RECEIPT OF GOODS. ALL MERCHANDISE RETURNED SUBJECT TO MANAGEMENT APPROVAL.

CON-AGG OF MO, LLC. GIVES THIS NOTICE AS REQUIRED BY SECTION 429-012 REVISED STATUTES OF MISSOURI.

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY TO THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR OR MATERIAL TWICE.



Account No.	Page
7131	1
Statement Date	
10/31/16	

Account Name		
CITY OF SEDALIA PARK		
Statement Date	Account Number	Page
10/31/16	7131	1

STATEMENT

CITY OF SEDALIA PARK
 PARKS DEPARTMENT
 200 S. OSAGE
 SEDALIA, MO 65302-1707 US


Remit To:
 Boone Quarries
 PO Box 16607
 Wichita KS 67216
 573-447-0100

To ensure proper credit, please return this portion with your remittance.

A Finance Charge of 1.5% per month (annual percentage rate of 18%) may be charged on all past due accounts

Date	Cd	Invoice	Description	Amount	Balance	Invoice	Amount
09/30/16	I	256206	2016 CITY OF SEDALIA	66.33	66.33	I 256206	66.33
10/29/16	I	262574	2016 CITY OF SEDALIA	136.06	136.06	I 262574	136.06
10/31/16	F	263893	Finance Charge	0.99	0.99	F 263893	0.99

Current	31-60 Days	Over 60 Days	Over 90 Days	Total Due	Total Due
137.05	66.33	0.00	0.00	203.38	203.38

Thank you for your business.

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BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2016-2017
REGARDING INCREASED MINIMUM WAGE FOR EXEMPT EMPLOYEES.**

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

Section 1. The 2016-2017 fiscal year budget beginning April 1, 2016 and ending March 31, 2017 is hereby amended by increasing certain expenditures as they appear on the attached schedule and made a part hereof as Exhibit A 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 7th day of November 2016.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of November 2016.

Stephen J. Galliher, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk



PERSONNEL DEPARTMENT

MEMORANDUM

To: Gary Edwards, City Administrator
From: John Rice, Personnel Director
Date: November 1, 2016
Re: Fair Labor Standard Act (FLSA) requirements

As you are aware, new FLSA requirements are going into effect on December 1, 2016 for employees who are classified as exempt from overtime requirements. In order to be classified as exempt, an employee must meet one of the exemption classifications and also meet the salary test. The minimum salary that an exempt employee can be paid is \$47,476 on a yearly basis.

After reviewing the various exempt classifications contained within our personnel regulations, the following positions did not meet the new salary requirements and the city will need to make decisions as to whether to reclassify the positions as hourly employees or increase the salary to comply with the new regulations.

Cemetery Director
Public Works Project Manager
Building Maintenance Supervisor
Recreation Superintendent
Animal Services Manager

After conferring with several of the department heads, they proposed the following:

- Removing the positions of Public Works Project Manager and Building Maintenance Supervisor from being exempt employees making them eligible for overtime.
- Retaining the exemption for the Cemetery Director
- Retaining the exemption for the Recreation Superintendent
- Retaining the exemption for the Animal Services Manager rather than reducing her to an hourly employee.

The budget impact of these changes on a yearly basis in salary only would be as follows:

Position	Old Salary	New Salary	Change
Cemetery Director	\$40,976.52	\$47,520.21	\$ 6,543.69
Recreation Superintendent	\$43,901.32	\$47,520.21	\$ 3,618.89
Animal Services Manager	\$36,385.98	\$47,520.21	\$11,134.23

Exhibit A
City of Sedalia
FY17 Budget Amendment 11/7/2016 - Increased Minimum Wage For Exempt Employees

Account / Description	Current Budget	Change	Amended Budget	Comments
General Fund:				
Expenditures / Uses of Funds				
10-19-101-00 Salaries	175,549.17	6,543.69	182,092.86	Cemetery
10-19-105-00 Lagers Retirement	28,041.49	1,060.08	29,101.57	
10-19-106-00 Social Security Medicare Taxes	13,590.22	500.59	14,090.81	
10-19-108-00 Worker's Compensation Insur	6,062.94	10.31	6,073.25	
10-21-101-00 Salaries	124,097.28	11,134.23	135,231.51	Animal Shelter
10-21-105-00 Lagers Retirement	19,589.15	1,514.26	21,103.41	
10-21-106-00 Social Security Medicare Taxes	9,493.42	851.77	10,345.19	
10-21-108-00 Worker's Compensation Insur	2,197.74	170.53	2,368.27	
Total Expenditures / Uses of Funds		<u>21,785.46</u>		Net Increase (Decrease) In Total Expenditures
Net Revenues Less Expenditures		<u>(21,785.46)</u>		Net Increase (Decrease) In Projected Fund Balance
Parks & Recreation Fund:				
Expenditures / Uses of Funds				
23-40-101-00 Salaries	574,644.94	3,618.89	578,263.83	Parks & Recreation
23-40-105-00 Lagers Retirement	93,294.72	586.26	93,880.98	
23-40-106-00 Social Security Medicare Taxes	61,703.05	276.85	61,979.90	
23-40-108-00 Worker's Compensation Insur	18,128.46	88.96	18,217.42	
Total Expenditures / Uses of Funds		<u>4,570.95</u>		Net Increase (Decrease) In Total Expenditures
Net Revenues Less Expenditures		<u>(4,570.95)</u>		Net Increase (Decrease) In Projected Fund Balance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A OF THE CITY OF SEDALIA'S PERSONNEL REGULATIONS MANUAL PERTAINING TO THE FLSA EXEMPT EMPLOYEE CLASSIFICATION LIST.

WHEREAS, the City of Sedalia has identified the need to amend Appendix A of the City of Sedalia's Personnel Regulations pertaining to FLSA exempt Employee Classifications to be in compliance with the new provisions of the Fair Labor Standards Act applicable to certain employee classifications in the service of the City of Sedalia.

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

Section 1. Appendix A of the City's Personnel Regulations Manual entitled FLSA Exempt Employee Classification List is amended to remove the following exempted classified positions under the Community Development Department and Public Works Department respectively.

- Building Maintenance Supervisor
- Public Works Project Manager

Section 2. This ordinance shall be in full force and effect after its passage and approval and as of November 20, 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 7th day of November 2016.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of November 2016.

Stephen J. Galliher, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk



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After reviewing the various exempt classifications contained within our personnel regulations, the following positions did not meet the new salary requirements and the city will need to make decisions as to whether to reclassify the positions as hourly employees or increase the salary to comply with the new regulations.

Cemetery Director
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Recreation Superintendent	\$43,901.32	\$47,520.21	\$ 3,618.89
Animal Services Manager	\$36,385.98	\$47,520.21	\$11,134.23

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 9940 RELATING TO AMENDING EXISTING CLASSIFICATIONS AND JOB DESCRIPTIONS FOR PUBLIC WORKS PROJECT MANAGER FOR THE PUBLIC WORKS DEPARTMENT AND FOR BUILDING MAINTENANCE SUPERVISOR FOR THE COMMUNITY DEVELOPMENT 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 existing employment classifications and job descriptions for Public Works Project Manager for the Public Works Department and for Building Maintenance Supervisor for the Community Development Department for the efficient operation of the City of Sedalia, as follows:

Amendment:

Public Works Project Manager – Public Works Department – Said amended job description is attached hereto and made a part hereof as if fully set out herein. (Removing from exempt classification)

Building Maintenance Supervisor – Community Development Department – Said amended job description is attached hereto and made a part hereof as if fully set out herein. (Removing from exempt classification)

Section 2. This ordinance shall be in full force and effect from and after its passage and approval and as November 20, 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 7th day of November 2016.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of November 2016.

Stephen J. Galliher, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk



CITY OF SEDALIA, MISSOURI

Job Description

Job Title:	PUBLIC WORKS PROJECT MANAGER		
Department:	Public Works		
Supervisor:	Public Works Director		
Date:	November 2016, Revision 1	Position No.	PW/3
FLSA Status:	Non-Exempt	Random Substance Testing:	N

Job Summary:

This position is responsible for overseeing public works projects, bid preparation, GIS system and other duties to help with the organization and implementation of work performed by the public works department.

Job Scope:

The purpose of this position is to oversee the construction, maintenance, and repair of public works infrastructure. Successful performance helps ensure department compliance with state and federal laws and regulations.

Essential Duties and Responsibilities:

1. Oversees public works projects such as but not limited to street construction, sanitary sewer improvements, recycling, and composting.
2. Communicates with citizens to explain operations, assess concerns, and provide information to the public.
3. Develops and administers the city's street improvement projects.
4. Creates and maintains effective relations with employees and customers.
5. Oversees the update and maintenance of the City's GIS program.
6. Assists with developing the Capital Improvement Budgets.
7. Prepares bid specifications for major equipment purchases.
8. Investigates complaints and recommends corrective actions as needed.
9. Prepares daily, weekly, and monthly activity reports.
10. 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:

1. Bachelor's degree in Construction Management or Project Management or related field from an accredited college
2. 3 years of experience in a related field
3. Missouri driver's license.

Necessary Knowledge, Skills, and Abilities:

1. Knowledge of safety standards and regulations.
2. Knowledge of environmental protection rules and regulations.
3. Knowledge of accepted personnel practices, procedures, and policies, including supervision, training, and performance evaluation.
4. Knowledge of city and department policies and procedures.
5. Knowledge of street maintenance techniques.
6. Skill in problem solving and decision making.
7. Skill in performing mathematical calculations.
8. Skill in maintaining records.
9. Skill in using a computer and standard office equipment.
10. Skill in oral and written communication.

Guidelines:

1. City and department policies and procedures.
2. City, state, and federal statutes, regulations, and guidelines regarding streets, traffic, and storm water/wastewater transmission systems.
3. Guidelines require judgment, selection, and interpretation in application.

Complexity:

The work consists of varied duties related to overseeing Public Works Projects. Extensive contact with the public contributes to the complexity of the work.

Principal Working Relationships:

1. Co-workers, other city employees.
2. Vendors, contractors, citizens, business leaders, 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:

This position has direct supervision over Senior Engineer Technician (1), and indirect supervision over various others working for the City of Sedalia

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.

The work is typically performed while sitting at a desk or table with intermittent standing or stooping. Some reaching and bending may be required. The employee occasionally lifts light and heavy objects, and may be required to distinguish between shades of color.

Work Environment:

The work is mostly sedentary and typically is performed in an office. Work may involve prolonged use of the telephone and personal computer.



CITY OF SEDALIA, MISSOURI

Job Description

Job Title:	BUILDING MAINTENANCE SUPERVISOR		
Department:	Building Maintenance		
Supervisor:	Community Development Director		
Date:	November 2016, Revision 1	Position No.	BM/1
FLSA Status:	Non-Exempt	Random Substance Testing:	Y

Job Summary:

This position is responsible for coordinating the maintenance and repair of city-owned buildings.

Job Scope:

The purpose of this position is to coordinate the maintenance of city-owned facilities. Successful performance helps ensure the maintenance of city facilities.

Essential Duties and Responsibilities:

1. Supervises and participates in the maintenance and repair of city buildings.
2. Performs daily service requests for repairs, installation, and technical advice on carpentry, electrical, heating, air conditioning, plumbing, and general building maintenance.
3. Assists with long-range planning for maintenance and improvement of city properties.
4. Performs emergency service requests for essential operations of city departments.
5. Installs electrical fixtures such as switches, receptacles, light fixtures, and fuse boxes.
6. Conducts planned service requests for new or remodeled structures.
7. Performs preventive maintenance of buildings and mechanical equipment.
8. Hires and supervises maintenance workers; assigns detailed work projects; conducts performance evaluations.
9. Supplies necessary forms and paperwork in accordance with city guidelines.
10. Oversees purchasing, storage and inventory of building maintenance supplies.
11. Locates materials, parts, and information for requested services; requisitions supplies as needed.

12. Develops specifications and costs for projects; monitors the work and schedules of outside contractors.
13. Develops and maintains the yearly operating budget.
14. Oversees and enforces city safety guidelines; conducts monthly safety meetings; maintains Material Safety Data Sheets as required.
15. Maintains time and leave records for department personnel.
16. Develops bid specifications for bidding processes.
17. Responds to after-hours calls as needed.
18. Coordinates annual inspection of elevator.
19. 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:

1. High School diploma or GED
2. 5 years of experience in building maintenance or a related field
3. Missouri drivers license
4. Supervision experience preferred
5. Must successfully complete a pre-employment drug screen and agree to be subject to random drug screen throughout employment.

Necessary Knowledge, Skills, and Abilities:

1. Knowledge of heating and air conditioning principles.
2. Knowledge of the techniques, materials, and equipment used in building maintenance and repair.
3. Knowledge of electrical and plumbing standards.
4. Knowledge of building and construction techniques.
5. Skill in reading blueprints and drawings.
6. Skill in preparing and maintaining records.
7. Skill in operating light and heavy equipment.
8. Skill in using hand and power tools.
9. Skill in oral and written communication.

Guidelines:

1. City codes and ordinances
2. Building, plumbing and electrical codes.
3. Guidelines require judgment, selection, and interpretation in application. This position is also responsible for developing departmental guidelines.

Complexity:

The work consists of varied duties related to coordinating the maintenance of city-owned facilities.

Principal Working Relationships:

Contacts are typically with co-workers, local manufacturers, suppliers, vendors, other city employees, 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:

This position has direct supervision over Building Maintenance Workers and Building Services Workers.

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.

Employee must be physically able to operate a variety of machines, tools, and equipment which may include a motor vehicle, computer, generator, power tools, and hand tools, etc. Must be able to use body members to work, move or carry objects or materials. Physical demand requirements are at levels of moderate to heavy work.

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 may require the use of protective devices such as masks, goggles, gloves, and other gear.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE REPEALING SECTION 58-22 OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI RELATING TO JAKE BRAKING WITHIN THE CITY LIMITS OF THE CITY OF SEDALIA, MISSOURI.

WHEREAS, Ordinance Number 9207 was passed by the Sedalia City Council at their regular meeting on January 16, 2001 which added Section 27-21, now Section 58-22 to the City Code, prohibiting Jake Braking within the City limits of the City of Sedalia, Missouri; and

WHEREAS, said section of City Code is not enforceable by the City on the state highways located within the city limits and said section needs to be repealed in its entirety.

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

Section 1. Section 58-22 of the Code of Ordinances of the City of Sedalia, Missouri is hereby repealed in its entirety.

Section 2. The City's Street Department or the Missouri Department of Transportation is authorized to remove any signs denoting the above listed restriction and the City Clerk is ordered to remove this traffic restriction from the City's Master Schedule of Traffic Restrictions.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 7th day of November, 2016.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of November, 2016.

Stephen J. Galliher, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

Office of the Mayor

TO: Members of City Council
FROM: Mayor Stephen Galliher
DATE: October 31, 2016
RE: Appointments to Sedalia Area Tourism Commission

I would like to make the following recommendations for appointments to the Sedalia Area Tourism Commission:

Stephen J. Galliher

City of Sedalia

Two year term: January 1, 2017 - December 31, 2018

Erica Eisenmenger

City of Sedalia – Motel Representative

Three year term: January 1, 2017 – December 31, 2019

Your consideration of this request is appreciated.

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

City of Sedalia
Department Bills 11-7-2016

Vendor Name	Invoice Number	Amount
Alex Air Apparatus, Inc	30079	\$ 1,050.00
Allen D Wehmeyer	1016	\$ 150.00
Alliance Water Resources Inc	7125	\$ 24,030.00
Allied Signs Inc	1016	\$ 900.00
Al's Portable Welding	5348	\$ 50.00
Al's Portable Welding	5387	\$ 280.00
American Equipment Co.	26005	\$ 574.32
Anne Gardner	1016	\$ 325.06
Anne Gardner	1016A	\$ 814.56
Arlene Silvey	1016	\$ 56.98
Arlene Silvey	1016-A	\$ 95.62
Armstrong Teasdale LLP	2049838	\$ 2,725.00
Art & Graphics Innovations Llc	1905	\$ 54.00
Ascent Aviation Group, Inc.	M170577	\$ 46.00
Associated Door Co	35987	\$ 182.00
AT & T	1016	\$ 2,938.93
AT & T	1016	\$ 65.00
AT & T	1116	\$ 140.42
AT & T	1116	\$ 1,717.46
AT & T	1116A	\$ 327.06
Auto Glass Express	94885	\$ 218.00
Auto Glass Express	95351	\$ 75.00
Auto Zone	2342978028	\$ 11.00
B & P Excavating	3000	\$ 136,280.00
Barco Municipal Products Inc.	222332	\$ 538.10
Bill Branstetter	834051	\$ 32.63
Boone Quarries	253380	\$ 90.91
Boone Quarries	259547	\$ 104.48
Boone Quarries	259548	\$ 88.50
Boone Quarries	259549	\$ 226.74
Boone Quarries	259550	\$ 217.99
Boone Quarries	259551	\$ 215.32
Boone Quarries	259552	\$ 616.09
Boone Quarries	261049	\$ 99.83
Boone Quarries	261050	\$ 60.79
Boone Quarries	261051	\$ 125.78
Boone Quarries	261052	\$ 65.24
Boone Quarries	262552	\$ 87.38
Boone Quarries	263379	\$ 279.39
Braden Signs	407389	\$ 105.00
Bryant Motor Co	95446	\$ 4,602.09
Capital Materials LLC	2830	\$ 604.16
Capital Materials LLC	2835	\$ 15,577.18
Casey Associates	20241	\$ 4,690.44
Central Bank of Sedalia	1016A	\$ 154.95
Central Bank of Sedalia	1016B	\$ 60,480.03
Central Communications Inc	268336	\$ 1,172.00
Central Missouri Electric Coop Inc	1116-14	\$ 109.90
Central Missouri Electric Coop Inc	1116-61	\$ 9,160.70
Central Missouri Electric Coop Inc	1116-65	\$ 264.00
Certified Repair Service Llc	2016-490	\$ 90.06
Certified Repair Service Llc	2016-564	\$ 527.00
Certified Repair Service Llc	2016-569	\$ 658.85
Champion Brands LLC	507967	\$ 1,055.28
Champion Brands LLC	508773	\$ 759.47
Champion Brands LLC	82439	\$ (60.00)
Charter Communications	1016-12A	\$ 89.98
Charter Communications	1016-19A	\$ 130.31
Charter Communications	1116-12C	\$ 130.00
Charter Communications	1116-13	\$ 212.69
Charter Communications	1116-14	\$ 89.98
Cintas Corp #379	379251934	\$ 891.09
Cintas Corp #379	379252934	\$ 974.08
Cintas Corp #379	379253917	\$ 865.89
Cintas Corporation	5006243018	\$ 130.18

**City of Sedalia
Department Bills 11-7-2016**

Vendor Name	Invoice Number	Amount
Cintas Corporation	5006243065	\$ 47.09
Cintas Corporation	5006243072	\$ 47.11
Cintas Corporation	5006427613	\$ 44.63
Cintas Corporation	5006427615	\$ 72.38
Commenco Inc.	433389	\$ 128.25
Continental Research Corporation	439947-CRC	\$ 355.13
Cooperative Workshops Inc	44324	\$ 18,566.10
Crow-Burlingame Co	007200104150	\$ 13.79
Crow-Burlingame Co	007201013891	\$ 22.44
Crow-Burlingame Co	00720103764	\$ 41.25
Crow-Burlingame Co	00720103792	\$ 10.58
Crow-Burlingame Co	00720103800	\$ 5.98
Crow-Burlingame Co	00720103795	\$ 76.50
Crow-Burlingame Co	00720103763	\$ 29.74
Crow-Burlingame Co	00720103851	\$ 3.10
Crow-Burlingame Co	00720103865	\$ 37.37
Crow-Burlingame Co	00720103869	\$ 21.18
Crow-Burlingame Co	00720103906	\$ 6.50
Crow-Burlingame Co	00720104046	\$ 9.96
Crow-Burlingame Co	00720104050	\$ 113.47
Crow-Burlingame Co	00720104086	\$ 32.90
Crow-Burlingame Co	00720104138	\$ 9.58
Crow-Burlingame Co	00720104195	\$ 94.16
Crow-Burlingame Co	00720104238	\$ 65.57
Crow-Burlingame Co	00720104240	\$ 72.30
Crow-Burlingame Co	00720104246	\$ 28.77
Crow-Burlingame Co	00720104252	\$ 8.49
Crow-Burlingame Co	00720104351	\$ 34.35
Crow-Burlingame Co	00720104423	\$ 55.82
Crow-Burlingame Co	00720104428	\$ 23.74
Crow-Burlingame Co	00720104431	\$ 20.60
Crow-Burlingame Co	00720104493	\$ 18.66
Crow-Burlingame Co	00720104494	\$ 141.98
Crow-Burlingame Co	00720104512	\$ 49.33
Crow-Burlingame Co	00720104539	\$ 43.23
Crow-Burlingame Co	00720104542	\$ 10.30
Crow-Burlingame Co	00720104543	\$ 15.49
Crow-Burlingame Co	00720104548	\$ 21.16
Crow-Burlingame Co	00720104563	\$ 9.70
Crow-Burlingame Co	00720104604	\$ 68.66
Crow-Burlingame Co	00720104699	\$ 96.52
Crow-Burlingame Co	00720104700	\$ 61.00
Crow-Burlingame Co	00720104738	\$ 106.55
Crow-Burlingame Co	00720104739	\$ 52.46
Crow-Burlingame Co	00720104743	\$ 169.09
Crow-Burlingame Co	00720104839	\$ 7.77
Crow-Burlingame Co	00720104840	\$ 12.99
Crow-Burlingame Co	00720104872	\$ 377.40
Crow-Burlingame Co	00720104902	\$ 76.50
Crow-Burlingame Co	00720104910	\$ 58.58
Crow-Burlingame Co	00720104913	\$ 10.47
Crow-Burlingame Co	00720104940	\$ 113.62
Crow-Burlingame Co	00720104945	\$ 106.55
Crow-Burlingame Co	00720105069	\$ 111.11
Crow-Burlingame Co	00720105083	\$ 18.52
Crow-Burlingame Co	00720105084	\$ 70.33
Crow-Burlingame Co	00720105122	\$ 84.27
Crow-Burlingame Co	00720105123	\$ 22.73
Crow-Burlingame Co	00720105126	\$ 44.43
Crow-Burlingame Co	00720105132	\$ 7.56
Crow-Burlingame Co	00720105143	\$ 18.83
Crow-Burlingame Co	00720105090	\$ 118.80
Crow-Burlingame Co	00720105163	\$ 16.14
Div Of Employment Security State Of Missouri	91455	\$ 1,025.50
Don's Truck Towing & Truck Wash Inc	131721	\$ 250.00

**City of Sedalia
Department Bills 11-7-2016**

Vendor Name	Invoice Number	Amount
Ed M Feld Equip Co Inc.	0302408-IN	\$ 5,739.00
Empire District	1016-12	\$ 90.58
Empire District	1016-12A	\$ 61.85
Empire District	1016-14F	\$ 47.84
Empire District	1016-14H	\$ 28.68
Empire District	1016-17A	\$ 30.90
Empire District	1016-18	\$ 284.68
Empire District	1016-19A	\$ 29.42
Empire District	1016-20	\$ 28.68
Empire District	1016-21	\$ 107.27
Empire District	1016-21A	\$ 81.74
Empire District	1016-61	\$ 98.91
Empire District	1016-61A	\$ 85.00
Empire District	1016-61B	\$ 25.00
Empire District	1016-61L	\$ 26.47
Empire District	1016-61M	\$ 33.84
Empire District	1016-61N	\$ 31.64
Empire District	1016-65	\$ 39.74
Engineering Surveys & Services	ESS071188	\$ 457.00
Engineering Surveys & Services	ESS071189	\$ 432.00
Engineering Surveys & Services	ESS071190	\$ 468.00
Engineering Surveys & Services	ESS071228	\$ 885.00
Environmental Products & Acc Llc	225693	\$ 103.69
Erik A Zeller	1016	\$ 2,200.00
Fastenal Company	MOSED170493	\$ 10.98
Fastenal Company	MOSED170494	\$ 5.29
Fastenal Company	MOSED170852	\$ 4.51
Fire Fighters Association of Missouri	874	\$ 1,463.25
Fischer Concrete Service Inc	36250	\$ 367.26
Fischer Concrete Service Inc	36251	\$ 464.10
Fischer Concrete Service Inc	36455	\$ 856.38
Fischer Concrete Service Inc	36659	\$ 857.32
Foley Industries	PS440020568	\$ 60.11
Foley Industries	PS440020708	\$ 380.78
Foley Industries	SS710011256	\$ 199.00
Foley Industries	SS710011274	\$ 186.00
Foley Industries	SS740004644	\$ 4,948.99
Foley Industries	SS710011254	\$ 200.00
Foley Industries	SS710011258	\$ 203.00
Foley Industries	SS710011260	\$ 536.00
Foley Industries	SS710011272	\$ 181.00
Foley Industries	SS710011276	\$ 192.00
Fort Bend Services Inc	0205427	\$ 2,119.50
Friends of the Sedalia Trust	1016	\$ 731.37
Graphics Enterprises, Inc	AR689794	\$ 474.95
Graphics Enterprises, Inc	AR689800	\$ 503.93
Greg Hopper	1016	\$ 10.00
Higgins Concrete LLC	4469	\$ 264.04
Hillyard - Columbia	602264990	\$ 32.80
Home Heating & Air Conditioning Co Inc.	83374	\$ 929.10
Home Heating & Air Conditioning Co Inc.	8702	\$ 13.60
Howard Fence Co	1016	\$ 8,783.00
Huber & Associates Inc	CW102032-10880	\$ 1,324.07
I-Land Internet Services	1825506	\$ 34.95
I-Land Internet Services	1825507	\$ 3.99
I-Land Internet Services	1825508	\$ 5.00
Impact Sign & Lighting Co Inc	13727	\$ 300.00
Impact Sign & Lighting Co Inc	13771	\$ 2,165.00
International Academies of Emergency Dispatch	1016-A	\$ 5.00
International Academies of Emergency Dispatch	1016-B	\$ 5.00
International Academies of Emergency Dispatch	1016-C	\$ 5.00
International Academies of Emergency Dispatch	1016-D	\$ 5.00
International Academies of Emergency Dispatch	1016-E	\$ 5.00
International Academies of Emergency Dispatch	1016-F	\$ 5.00
International Academies of Emergency Dispatch	1016-G	\$ 5.00

**City of Sedalia
Department Bills 11-7-2016**

Vendor Name	Invoice Number	Amount
International Academies of Emergency Dispatch	1016-H	\$ 5.00
International Academies of Emergency Dispatch	1016-J	\$ 5.00
International Academies of Emergency Dispatch	1016-K	\$ 5.00
International Academies of Emergency Dispatch	1016-L	\$ 5.00
International Academies of Emergency Dispatch	1016-M	\$ 5.00
International Academies of Emergency Dispatch	1016-N	\$ 5.00
International Academies of Emergency Dispatch	1016-P	\$ 5.00
International Academies of Emergency Dispatch	1016-Q	\$ 5.00
International Academies of Emergency Dispatch	1116	\$ 5.00
International Academies of Emergency Dispatch	1116-A	\$ 5.00
International Academies of Emergency Dispatch	1116-B	\$ 10.00
International Academies of Emergency Dispatch	1116-C	\$ 5.00
International Academies of Emergency Dispatch	1116-D	\$ 5.00
International Academies of Emergency Dispatch	1116-E	\$ 5.00
International Academies of Emergency Dispatch	1116-F	\$ 5.00
Interstate Striping	1190	\$ 150.00
James B Rice JR	1016	\$ 500.00
Jason & Kendra Spain	1116	\$ 1,255.58
Jeff Ikerd Powersports	596659	\$ 109.78
Jeff Nilson	1016	\$ 300.00
Jill Green	1116	\$ 11.75
JMA Information Technology	36129	\$ 7,694.63
John Deere Financial	2816782	\$ 42.32
John Deere Financial	2821525	\$ 61.92
John Deere Financial	2822386	\$ 232.58
John Deere Financial	2832574	\$ 2,643.83
John Deere Financial	2835061	\$ 53.29
John Deere Financial	2839143	\$ 75.95
Kara A. Wehmeyer	1016	\$ 150.00
KCP&L	1016-12A	\$ 959.30
KCP&L	1016-14M	\$ 20.16
KCP&L	1016-14Q	\$ 30.82
KCP&L	1016-14U	\$ 27.98
KCP&L	1016-17A	\$ 212.00
KCP&L	1016-24C	\$ 89.15
KCP&L	1016-61C	\$ 975.77
KCP&L	1016-61H	\$ 17.19
KCP&L	1016-61J	\$ 131.36
KCP&L	1016-61K	\$ 18.06
KCP&L	1016-61L	\$ 233.48
KCP&L	1016-61Q	\$ 116.62
KCP&L	1016-61Y	\$ 56.19
KCP&L	1116-14J	\$ 40.71
KCP&L	1116-61F	\$ 153.46
KCP&L	1116-61P	\$ 78.08
Kelvin Shaw	1016A	\$ 53.98
Key Hydraulics	16-41562	\$ 30.22
Key Hydraulics	16-42374	\$ 64.31
Key Hydraulics	16-42518	\$ 155.00
Key Hydraulics	16-42622	\$ 1,516.96
Key Hydraulics	16-42663	\$ 430.66
Key Hydraulics	16-42676	\$ 12.60
Klein's Saw Shop & Small Engines	1016A	\$ 228.00
Klein's Saw Shop & Small Engines	1016B	\$ 50.00
Landmann Title Company	16101060	\$ 75.00
Language Line Services	3927068	\$ 52.33
Lawson Products Inc	9304407355	\$ 457.21
LE Upfitter LLC	1012	\$ 41.15
Lea's Truck Service Llc	9877parts	\$ 287.44
Leon Uniform Co Inc	391625	\$ 104.48
Lisa D Wehmeyer	1016	\$ 150.00
Mailfinance	N6197837	\$ 408.45
Main Street Logo	3419	\$ 80.00
Mark's Mobile Glass Inc	W4F215967	\$ 4,260.00
MCI	1016	\$ 89.91

City of Sedalia
Department Bills 11-7-2016

Vendor Name	Invoice Number	Amount
Megan Carson	1016	\$ 30.86
Missouri Department of Corrections	7513	\$ 1,515.00
Missouri Department Of Revenue	1016	\$ 3,390.97
Missouri Neon Company	1116	\$ 95.00
Missouri One Call System Inc.	6100273	\$ 262.60
Mitchell1	IB19330703	\$ 265.45
Mitchell1	IB19434936	\$ 265.45
MoAqua LTD - Culligan Water	0766261	\$ 48.50
MoAqua LTD - Culligan Water	0766549	\$ 13.00
MoAqua LTD - Culligan Water	0766803	\$ 7.00
Municipal Code Corporation	00277508	\$ 1,596.69
MWI Animal Health	7285720	\$ 176.95
National Filter Media	ME89761	\$ 656.49
Nuway Concrete Forms Central	10347968	\$ 1,073.60
Olsson Associates	263126	\$ 10,312.32
Open Door Thrift Shop	259511	\$ 8.00
O'Reilly Automotive Inc.	0114-431166	\$ 11.87
O'Reilly Automotive Inc.	0114-431412	\$ 20.00
O'Reilly Automotive Inc.	0114-432824	\$ 157.47
O'Reilly Automotive Inc.	0114-432841	\$ 43.47
Osage Thrift Shop Inc	1016	\$ 13.90
Otten Small Engine Service	208090	\$ 4.75
Pathfinder Systems Inc	16813	\$ 5,600.00
Pethealth Services Inc	9170995	\$ 317.50
Pettis County Health Center	1016	\$ 1,297.00
Pettis County Recorder of Deeds	68143	\$ 27.00
Pettis County Recorder of Deeds	68220	\$ 51.00
Qscend Technologies Inc	8001	\$ 125.00
Rac-Jac Properties	1016-12	\$ 21.50
Rac-Jac Properties	1016-13	\$ 576.00
Rac-Jac Properties	1016-16	\$ 19.50
Rac-Jac Properties	1016-61	\$ 7.29
Ray Lindsey Company	2016976	\$ 159.25
Red Municipal and Industrial Equipment Co	9738	\$ 140.62
Red Municipal and Industrial Equipment Co	9755	\$ 277.26
Red Municipal and Industrial Equipment Co	9761	\$ 197.65
Red Municipal and Industrial Equipment Co	9800	\$ 298.98
RepcO Marketing Inc	11064	\$ 53.00
Rick Ball Ford - Sedalia	139752	\$ 208.63
Ricoh USA Inc	5045141312	\$ 31.57
Schriefer's Office Equip Inc	09791	\$ 1,100.00
Schultz Wrecking Service	1016B	\$ 2,500.00
Schultz Wrecking Service	1016C	\$ 3,500.00
Schultz Wrecking Service	1016D	\$ 3,500.00
Screen USA Inc	105233	\$ 409.92
Sedalia Downtown Development	876	\$ 800.00
Sedalia Rental & Supply	180031	\$ 75.00
Sedalia Starter & Alternator Service	24044	\$ 267.00
Sedalia Starter & Alternator Service	24133	\$ 116.00
Sedalia Starter & Alternator Service	24160	\$ 94.00
Sedalia Starter & Alternator Service	24179	\$ 93.00
Sedalia Water Department	1016	\$ 166.49
Sedalia/Pettis Co Dev Co	1116	\$ 10,833.00
Shor-Line	467836	\$ 234.00
Shor-Line	469151	\$ 413.30
Shor-Line	469491	\$ 1,200.00
SMC Electric Supply	60222915-00	\$ 520.26
SMC Electric Supply	60223036-00	\$ 109.80
Smith Paper & Janitor Supply	616552-1	\$ 88.60
Smith Paper & Janitor Supply	617097	\$ 131.04
Smith Paper & Janitor Supply	617424	\$ 71.17
Smith Paper & Janitor Supply	617784	\$ 71.12
Smith Paper & Janitor Supply	617836	\$ 111.93
Smith Paper & Janitor Supply	618149	\$ 243.62
Smith Paper & Janitor Supply	618155	\$ 92.79

City of Sedalia
Department Bills 11-7-2016

Vendor Name	Invoice Number	Amount
Smith Paper & Janitor Supply	618222	\$ 41.87
Smith Paper & Janitor Supply	618550	\$ 44.79
Smith Paper & Janitor Supply	618551	\$ 53.27
Snap-On Industrial	30461237	\$ 111.96
Spray Com Utilities Inc	101916-01	\$ 500.00
Staples Business Advantage	3317631117	\$ 18.14
Staples Business Advantage	3317631227	\$ 45.99
Staples Business Advantage	3318172276	\$ 204.00
Staples Business Advantage	3318823174	\$ 156.28
Staples Business Advantage	3318823260	\$ 56.97
State Fair Community College	Sed10202016	\$ 25.00
Stone Laser Imaging	7130	\$ 15.00
Swords' Properties LLC	1116	\$ 10,000.00
Tammy Lewis	1116	\$ 17.21
Tammy Lewis	1116A	\$ 87.32
Terminal Supply Co.	60638-00	\$ 227.13
Terminal Supply Co.	60639-00	\$ 142.93
The Heckart Family Foundation	1016	\$ 4,400.00
The J.P. Cooke Co.	421692	\$ 226.29
The Police And Sheriffs Press	86480	\$ 17.49
The Spay And Neuter Clinic	740398	\$ 922.00
The Ups Store	7672	\$ 18.49
Thomas Independent Plumbing Llc	1016	\$ 21,515.00
Tim's Tree Service Llc	4475	\$ 600.00
Tomo Drug Testing	193482	\$ 38.00
Trans-Central Suppliers Inc	0237144	\$ 195.43
Trans-Central Suppliers Inc	0237226	\$ 20.20
Trans-Central Suppliers Inc	0237325	\$ 940.79
Uline	80992502	\$ 65.84
Underpressure Cleaning Systems LLC	634	\$ 135.60
United Rotary Brush Corp	C1192965	\$ 244.24
United Rotary Brush Corp	C1193181	\$ 500.46
United Rotary Brush Corp	C1193217	\$ 394.60
United Rotary Brush Corp	C1193218	\$ 300.00
University Of Missouri - Columbia AR	0010250	\$ 185.00
US Department of State	1016	\$ 110.00
Usa Bluebook	091883	\$ 958.86
USIC Locating Service Inc	201943	\$ 2,378.57
Vance Brothers Inc.	3907	\$ 2,730.60
Verizon Wireless	9773955154	\$ 2,742.30
Viking-Cives Midwest Inc	75695	\$ 588.00
W & M Welding Inc	47771	\$ 148.65
W & M Welding Inc	47816	\$ 66.92
Wallace Architects	166079	\$ 1,762.50
Warehouse Tire East	58992	\$ 25.00
Warehouse Tire East	59167	\$ 199.00
Warehouse Tire East	59176	\$ 199.00
WCA Waste Systems Inc.	447480	\$ 1,580.16
WCA Waste Systems Inc.	7941	\$ 31,215.27
West Group	834830477	\$ 361.63
Westlakes Hardware	1223548	\$ 40.96
Westlakes Hardware	1223804	\$ 8.98
World Wide Technology Inc	4390574	\$ 260.00
Zoetis US LLC	9002714488	\$ 170.00
Total Invoices To Be Paid		\$ 512,402.63