



PRE-COUNCIL MEETING

Mayor's Conference Room
Municipal Building
Thursday, May 23, 2013
6:00 p.m.

MAYOR: MARY ELAINE HORN

MAYOR PRO-TEM: BOB CROSS

Committee Meetings – 6:00 p.m.

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| PUBLIC SAFETY COMMITTEE Police and Fire | Stephen Galliher, Chair Rebecca LaStrada, Vice Chair |
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| PUBLIC WORKS COMMITTEE Public Works, Water Pollution Control, Community Development, Water, Parks, Airport, Cemeteries and Community Center | Tolbert Rowe, Chair Wanda Monsees, Vice Chair |
| <ol style="list-style-type: none"> 1. Review quote for sole source purchase of trap rock for the Street Department from Iron Mountain Trap Rock Company in the amount of \$13.00 per ton. 2. Review quote for sole source purchase of a pallet (60 kits) of 8" winter patches for the Water Pollution Control Department from Source 1 Environmental in the amount of \$23,940.00. 3. Review Ordinance approving and accepting an agreement by and between the City of Sedalia, Missouri and Engineering Surveys & Services for professional engineering services for City's Fiscal Year 2014. 4. Review Ordinance approving and accepting an Abatement Order on Consent by and between the City of Sedalia, Missouri and the Missouri Department of Natural Resources relating to a fish kill at the City of Sedalia's North Wastewater Treatment Facility. 5. Review Ordinance vacating an existing sanitary sewer easement to WRL Investments, L.P. from the City of Sedalia, Missouri for property located at 3110 West Broadway. 6. Review Ordinance accepting a sanitary sewer easement and accepting said sanitary sewer for City maintenance from WRL Investments, L.P. for property located at 3110 West Broadway. 7. Review Ordinance amending Ordinance No. 9940 relating to amending an existing classification and job description for Equipment Operator I for the Public Works Department in the City of Sedalia, Missouri. | |

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| FINANCE/ADMINISTRATION COMMITTEE Administrative, Library and Hospital | Jo Lynn Turley, Chair Wiley Walter, Vice Chair |
| <ol style="list-style-type: none"> 1. Review proposal from Qscend Technologies in the amount of \$11,050 for the updating of the City of Sedalia website and the design of a mobile portal for smart phones and tablets. 2. Review Ordinance approving and accepting a facilities use agreement by and between the City Of Sedalia, Missouri and the Missouri State Fairgrounds for the 2013 July 4th fireworks display. 3. Discussion of the definition of a "Bar" as it pertains to the City of Sedalia's draft "Smoke Free City" Ordinance. | |

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



OFFICE OF THE CITY ADMINISTRATOR

To: Honorable Mayor Elaine Horn & City Council Members
From: Gary Edwards, City Administrator
Re: Agenda items for City Council meeting on Thursday, May 23, 2013

Presentations: No Presentations

Public Safety Committee: No items

Public Works Committee:

1. Review quote for sole source purchase of trap rock. At a recent City Council meeting the Council approved a company to haul the trap rock. At this meeting the Council is being asked to act on the purchase of the trap rock. Trap rock is used in the City's chip and seal street maintenance. Iron Mountain is the only available vendor to supply the material and produce it to the City's specifications. Consequently, this would be a sole source purchase. We have purchased this material from Iron Mountain in the past. Staff recommends approval for the purchase of trap rock from Iron Mountain as a sole source purchase for \$13.00 per ton. The city anticipates using 1,400 to 2,000 tons or \$18,200 to \$26,000.
2. Review quote for sole source purchase for winter patches. Last year, the City purchased patch kits from Source 1 Environmental. The patch kits are used to repair broken sewer mains. This year, the city would like to purchase the kits in bulk. The total cost is \$23,940 for 60 patch kits. By purchasing in bulk, the city saves \$1,260. Staff recommends approval.
3. Review an ordinance approving and accepting an agreement between the City of Sedalia and Engineering Surveys and Services. The City has had prior agreements with ES&S and is pleased with the quality of their work. The proposal is for a not-to-exceed fee of \$50,000. The scope of work in this agreement provides assistance to the City in preparing and reviewing plans for public works projects. Also, ES&S will provide civil engineering and construction phase observations. Staff recommends approval.
4. Review an ordinance approving and accepting a north wastewater treatment facility fish kill Abatement Order on Consent between the City of Sedalia and the Missouri Department of Natural Resources. The City contracted out the sewer main cleaning and CCTV inspection. On December 28, 2011 it was noticed that a sanitary sewer overflow had occurred near a location where one of the contractors was working. The overflow discharged into Sewer Branch Creek and caused a fish kill. Even though a city contractor was involved, responsibility still reverts back to the City. As required, the event was reported to DNR. It resulted in the Abatement Order on Consent (AOC). The AOC requires the city to pay a penalty of \$1,000 and complete a Supplemental Environmental Project. Staff recommends approval.
5. Review an ordinance vacating an existing sanitary sewer easement. The easement would be vacated to WRL Investments. The property is located at 3110 West Broadway and relates to improvements to McCarthy Toyota. The easement is no longer needed. The easement property would be vacated by a Quit Claim Deed. Staff recommends approval.
6. Review an ordinance accepting a sanitary sewer easement for city maintenance. The acceptance of this sanitary sewer easement is from WRL Investments for property located at 3110 West Broadway. This proposed legislation also pertains to improvements now underway at McCarthy Toyota. McCarthy Toyota had to relocate the sewer main in order to expand their current building. The line was installed to city specifications and inspected by city staff. Staff recommends approval.
7. Review an ordinance amending Ordinance No. 9940. This relates to amending an existing classification and job description for Equipment Operator No. 1 for the Public Works Department. This legislation is needed for clarification of duties. Staff recommends approval.

Finance/Administration Committee:

1. Review a proposal from Qscend Technologies in the amount of \$11,050 for updating the City of Sedalia website and the design of a mobile friendly version of our website for smart phones and tablets. The current website design has not changed since its original inception over 6 years ago. This is an extraordinary long period of time to not change a website.
2. Review an ordinance approving and accepting a facilities use agreement between the City of Sedalia and the Missouri State Fairgrounds for the 2013 July 4th fireworks display. This agreement is presented to the City Council every year.
3. Discussion of the definition of a "Bar" as it pertains to the City of Sedalia's draft "Smoke Free" city ordinance. Please see enclosed information.

Jason Myers

From: agardner@gardnerlawfirm.net
Sent: Wednesday, May 15, 2013 11:06 PM
To: Jason Myers; Joleigh Melte
Cc: Gary Edwards; Anne Gardner
Subject: Anne's memo for 5/20 (please print with attachment for packet)
Attachments: 2013 various bar def etc.xlsx.pdf; ATT00001.htm

Dear Mayor, Councilmembers and Mr. Edwards:

Attached is an Excel spreadsheet representing a review of 31 cities and their smoke-free ordinances. The list of these cities were on the map obtained from the Tobacco Free Missouri website.

I have listed each city in ABC order. The next column represents their definition of a bar. The next column tells you if private clubs are exempt and the following column tells you if bars are exempt. The last column represents any notes I thought were pertinent about that particular city and their ordinance.

In light of this review, I suggest that the definition of bars be changed to any establishment that serves liquor by the drink with incidental food sales and eliminate defining a percentage of either liquor or food sales.

Also in light of this review, I would suggest that if private clubs are to be exempt, that they only be exempt to the extent that they are not employing any employees and they have no public events. If the private clubs employs employees and/or host a public event, such as bingo, then for those instances, the private club would not be exempt from the ordinance.

I will go over this with you at Monday's committee meeting. Have a good weekend

Anne

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This email was Anti Virus checked by Astaro Security Gateway. <http://www.astaro.com>

| CITY | BAR DEFINITION | EXEMPT PRIVATE CLUBS | EXEMPT BARS | NOTES |
|-------------------|--|----------------------|---------------------|---|
| ARNOLD | 70% FROM LIQUOR SALES | | YES | APPLIES ONLY TO RESTAURANTS AND RESTAURANTS WITH BAR; ALLOWS SEPARATE SMOKING ROOM IN RESTAURANT IF HAVE SEPARATE VENTILATION |
| BALLWIN | ANY BUSINESS SERVING LIQUOR BY THE DRINK LESS THAN 10% FROM FOOD SALES NOT REALLY | YES | NO | EXISTING RESTAURANTS GRANDFATHERED UNTIL 2016 |
| BELTON | | YES | NO | |
| BLUE SPRINGS | | YES | YES ONLY IF NO FOOD | |
| BRENTWOOD | ANY BUSINESS SERVING LIQUOR BY THE DRINK WHERE FOOD IS INCIDENTAL | NO | NO | |
| CHILLICOTHE | NOT R | NO | NO | |
| CLAYTON | ANY BUSINESS SERVING LIQUOR BY THE DRINK WHERE FOOD IS INCIDENTAL | YES | YES | APPLIES ONLY TO RESTAURANTS AND RESTAURANTS WITH BAR |
| COLUMBIA | NOT REALLY | YES* | NO | *PRIVATE EXEMPT IF NO EMPLOYEES |
| CREVE COEUR | NOT REALLY | YES* | NO | |
| FULTON | ANY BUSINESS SERVING LIQUOR BY THE DRINK WHERE FOOD IS INCIDENTAL | NO | NO | |
| GLADSTONE | NOT REALLY | YES | NO* | *EXEMPT FOREVER IF LESS THAN 50 SEATS IN BARS OR RESTAURANTS AND ALL EXISTING BARS/RESTAURANTS EXEMPT FOR 3 YR AFTER ENACTMENT |
| GRANDVIEW | ANY BUSINESS SERVING LIQUOR BY THE DRINK | YES | YES* | *EXEMPT FOR ONLY TWO YEARS AFTER ENACTMENT ENDS 08/01/2014 |
| HANNIBAL | ANY BUSINESS SERVING LIQUOR BY THE DRINK WHERE FOOD IS INCIDENTAL | YES* | NO | *EXEMPT IF NO EMPLOYEES AND NO PUBLIC EVENTS |
| INDEPENDENCE | ANY BUSINESS SERVING LIQUOR BY THE DRINK WHERE FOOD IS INCIDENTAL | NO | NO | |
| JEFFERSON CITY | ANY BUSINESS SERVING LIQUOR BY THE DRINK WHERE FOOD IS INCIDENTAL | YES* | NO | *EXEMPTS CASINOS UNTIL ALL IN JACKSON AND WYANDOTTE COUNTIES ARE ALL SMOKEFREE |
| KANSAS CITY | ANY BUSINESS SERVING LIQUOR BY THE DRINK WHERE FOOD IS INCIDENTAL | NO | NO* | |
| KIRKSVILLE | ANY BUSINESS SERVING LIQUOR BY THE DRINK | YES | NO | |
| KIRKWOOD | ANY BUSINESS SERVING LIQUOR BY THE DRINK WHERE FOOD IS INCIDENTAL | YES* | NO | *EXEMPT IF NO EMPLOYEES AND NO PUBLIC EVENTS & ALL OVER 18 & NO \$ |
| LAKE SAINT LOUIS | ANY BUSINESS SERVING LIQUOR BY THE DRINK WHERE FOOD IS INCIDENTAL | YES* | NO | *EXEMPT IF NO EMPLOYEES AND NO PUBLIC EVENTS |
| LEE'S SUMMIT | | | | |
| LIBERTY | ANY BUSINESS SERVING LIQUOR BY THE DRINK WHERE FOOD IS INCIDENTAL | NO | NO | |
| MARYVILLE | 60% OF GROSS REVENUE IS LIQUOR SALES | NO | YES* | ALL BARS ARE EXEMPT BUT ALL RESTAURANTS WITH ATTACHED BARS ARE NOT EXEMPT |
| NIXA | NOT REALLY | YES | NO* | NOT EXEMPT IF SELL FOOD |
| NORTH KANSAS CITY | ANY BUSINESS SERVING LIQUOR BY THE DRINK WHERE FOOD IS INCIDENTAL | NO | NO | |
| RAYMORE | NO MORE THAN 10% GROSS SALES ARE FOOD RESTAURANT/BAR = \$200,00 IN FOOD OR 50% IN GROSS FOOD SALES | YES* | YES** | *PRIVATE CLUBS EXEMPT IF NO PUBLIC EVENTS; **ALL BARS 100% EXEMPT FOREVER; ALL RESTAURANT/BARS EXEMPT IF EXISTED AT ENACTMENT; ALL SUBSEQUENT RESTAURANTS/BARS ARE NOT EXEMPT |
| ROLLA | ANY BUSINESS SERVING LIQUOR BY THE DRINK WHERE FOOD IS INCIDENTAL | YES* | NO | *EXEMPT ONLY IF NO COMPENSATED EMPLOYEES AND/OR NO PUBLIC EVENTS |
| SPRINGFIELD | ANY BUSINESS SERVING LIQUOR BY THE DRINK WHERE FOOD IS INCIDENTAL | YES* | NO | *EXEMPT ONLY IF NO COMPENSATED EMPLOYEES AND/OR NO PUBLIC EVENTS |
| ST. LOUIS CITY | ANY BUSINESS SERVING LIQUOR BY THE DRINK WHERE FOOD IS INCIDENTAL | YES* | YES** | *PRIVATE - EXEMPT ONLY IF NO COMPENSATED EMPLOYEES AND/OR NO PUBLIC EVENTS **ALL EXISTING BARS EXEMPT UNTIL 2014 |
| ST. LOUIS COUNTY | NO MORE THAN 25% GROSS SALES OF FOOD | YES | YES | BARS ONLY EXEMPT IF IN EXISTENCE WHEN ENACTED |
| WARRENSBURG | ANY BUSINESS SERVING LIQUOR BY THE DRINK WHERE FOOD IS INCIDENTAL & LIQUOR > 50% TOTAL SALES | YES | NO | *PRIVATE - EXEMPT ONLY IF NO COMPENSATED EMPLOYEES AND/OR NO PUBLIC EVENTS |
| WASHINGTON | ANY BUSINESS SERVING LIQUOR BY THE DRINK WHERE FOOD IS INCIDENTAL | NO | NO | |



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CITY COUNCIL MEETING AGENDA

City Council Chambers
Municipal Building
Thursday, May 23, 2013
7:00 p.m.

PLEDGE OF ALLEGIANCE, ROLL CALL, SERVICE AWARDS, SPECIAL AWARDS

I. MINUTES

1. Pre-Council Meeting May 6, 2013
2. Regular Council Meeting May 6, 2013
3. City Council Work Session May 13, 2013

II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES

1. Acceptance of Citizen's Traffic Advisory Commission Minutes dated April 10, 2013.

III. ROLL CALL OF STANDING COMMITTEES

A. PUBLIC SAFETY – Councilmember Stephen Galliher

B. PUBLIC WORKS – Councilmember Tolbert Rowe

1. Approve sole source purchase of trap rock for the Street Department from Iron Mountain Trap Rock Company in the amount of \$13.00 per ton
2. Approve sole source purchase of a pallet (60 kits) of 8" winter patches for the Water Pollution Control Department from Source 1 Environmental in the amount of \$23,940.00

C. FINANCE / ADMINISTRATION – Councilmember Jo Lynn Turley

1. Accept proposal from Qscend Technologies in the amount of \$11,050.00 for the updating of the City of Sedalia website and the design of a mobile portal for smart phones and tablets

IV. NEW BUSINESS

A. ORDINANCES AND RESOLUTIONS

- Approving and accepting an agreement by and between the City of Sedalia, Missouri and Engineering Surveys and Services for professional engineering services for City's Fiscal Year 2014
- Approving and accepting an Abatement Order on Consent by and between the City of Sedalia, Missouri And the Missouri Department of Natural Resources relating to a fish kill at the City of Sedalia's North Wastewater Treatment Facility
- Vacating an existing sanitary sewer easement to WRL Investments, L.P. from the City of Sedalia, Missouri for property located at 3110 West Broadway
- Accepting a sanitary sewer easement and accepting said sanitary sewer for City maintenance from WRL Investments, L.P. for property located at 3110 West Broadway
- Amending Ordinance No. 9940 relating to amending an existing classification and job description for Equipment Operator I for the Public Works Department in the City of Sedalia, Missouri
- Approving and accepting a facilities use agreement by and between the City of Sedalia, Missouri and the Missouri State Fairgrounds for the 2013 July 4th fireworks display

B. APPOINTMENTS

C. LIQUOR LICENSES

New:

*Mandeep Kaur dba Bassi Group LLC, 120 E 16th, Packaged Liquor, \$450

Renewals:

*Glen Glidewell dba VFW Post #2951, 121 S Ohio, Liquor by Drink, \$450

*Abdul Rivas dba El Mercadito, 812 W 16th, Liquor by Drink, \$450

*Matthew Brooke dba Bottom's Up, 200 Industrial Dr, Liquor by Drink, \$450

D. APPROVAL OF DEPARTMENT BILLS

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

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

F. GOOD AND WELFARE

G. ADJOURN TO PUBLIC HEARING

PUBLIC HEARING

CENTER FOR HUMAN SERVICES – CDBG GRANT APPLICATION SUBMISSION

This time has been reserved to allow any public comments regarding the submission of an application on behalf of the Center For Human Services for the Fiscal Year 2014 Community Development Block Grant (CDBG) program.



CITY OF SEDALIA, MISSOURI
PRE-COUNCIL MEETING – MAY 6, 2013

WORK SESSION

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

Council Members present were Stephen Galliher, Jo Lynn Turley, Rebecca LaStrada, Wanda Monsees, Wiley Walter, Bob Cross, Tolbert Rowe, and Larry Stevenson.

COMMITTEE MEETING

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

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

- Bids for Aviation Fuel Supplier for Sedalia Regional Airport to World Fuel Services for a 5 year agreement, with free use of a large avgas truck when needed, was moved to full Council on motion by Walter, seconded by Monsees. All in favor.
- Bids for new Crown Hill Cemetery Building to J.C. Myers Construction Company in the amount of \$143,215 (original base bid \$158,830 less deductions \$15,615). Mayor Horn stated that part of the funding for this project will come from the sale of the old cemetery house. City Administrator, Gary Edwards, added that the Cemetery Perpetual Fund would be used to fund the remainder of this project. Item was moved to full Council on motion by Walter, seconded by Galliher. All in favor.
- Purchase of dump truck with front snow plow and material spreader for the Water Pollution Control Department from Navistar, Inc. in the amount of \$125,000, through the cooperative procurement program per the City's purchasing policy was moved to full Council on motion by Lastrada, seconded by Walter. All in favor.
- Bids for Hauling Trap Rock to H&M Trucking, LLC, Hughesville, MO in the amount of \$28/ton. H&M Trucking, LLC is the second lowest bidder, being \$0.40 higher (additional cost will be \$560 to \$800) than the low bidder (Bobby Hoelscher Trucking, Warrenton, MO). Decision was made in an effort to support local businesses. Item was moved to full Council on motion by Walter, seconded by Cross. All in favor.
- Bids on the Demolition of Structures located at 503 E. Walnut, 509 E. Walnut and 429 N. Summit were moved to full Council on motion by Galliher, seconded by Walter. All in favor.

- Ordinance amending Ordinance 10070 relating to snow emergency routes (5th Street was on previous list but was inadvertently left off new list) was moved to full Council on motion by Galliher, seconded by Monsees. All in favor.
- Ordinance accepting an agreement with J.C. Myers Construction Co, Inc. in the amount of \$143,215 (original base bid \$158,830 less deductions \$15,615), relating to the construction of a new office building for Crown Hill Cemetery was moved to full Council on motion by LaStrada, seconded by Walter. All in favor.

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

- Records Destruction Request from the Personnel Office was moved to full Council on motion by Walter, seconded by Monsees. All in favor.
- Ordinance amending Chapter 2, Article 7, Division 2 entitled Purchasing and Bid Procedures of the Code of Ordinances and adopting Section 2-740 relating to the sale and disposal of property deemed to be declared surplus was moved to full Council on motion by Rowe, seconded by LaStrada. All in favor.

City Administrator, Gary Edwards, stated that the purpose of Pre-Council Meetings are to get background information, ask questions and discuss thoroughly any items so that the Council will be well informed about what is being voted on.

Councilman Cross stated that the City should have the college art class paint murals on the two buildings that face Main St. and Osage Ave., to beautify the downtown area.

With no further comments, the meeting closed at 6:43 p.m.
Respectfully submitted: Arlene Silvey, MRCC City Clerk



CITY OF SEDALIA, MISSOURI
COUNCIL MEETING – MAY 6, 2013

The Council of the City of Sedalia, Missouri duly met on Monday, May 6, 2013, at 7:00 p.m. at the Municipal Building with Mayor Mary Elaine Horn presiding. Mayor Horn called the meeting to order followed by the Pledge of Allegiance led by Councilman Stevenson.

ROLL CALL:

| | | | |
|------------------|---------|-----------------|---------|
| Stephen Galliher | Present | Wiley Walter | Present |
| Jo Lynn Turley | Present | Bob Cross | Present |
| Rebecca LaStrada | Present | Tolbert Rowe | Present |
| Wanda Monsees | Present | Larry Stevenson | Present |

SERVICE AWARDS:

| | |
|---------------------|---|
| 15 Year Service Pin | Esther Schultz, Code Enforcement Officer – Code Enforcement |
| 10 Year Service Pin | Earl Monteer, Public Works Service Worker – Sanitation Department |
| 5 Year Service Pin | Amy Epple, Recreation Superintendent – Park Department |

SPECIAL AWARDS:

Mayor Horn presented Mr. Kenneth Norton with a plaque for his 28 years of service on the City Council. Mr. Norton stated that it has not been about himself; but about the City of Sedalia as a whole.

MINUTES:

The following minutes were approved on motion by Galliher, seconded by Monsees. All in favor.

- Pre-Council Meeting and Regular Council Meeting April 15, 2013
- Special Council Meeting & Smoke Free City Work Session April 29, 2013

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: None.

ROLL CALL OF STANDING COMMITTEES:

PUBLIC SAFETY – STEPHEN GALLIHER, CHAIRMAN – No Report.

PUBLIC WORKS – TOLBERT ROWE, CHAIRMAN

Awarded bid for Aviation Fuel Supplier for Sedalia Regional Airport to World Fuel Services for a 5 year agreement on motion by Galliher, seconded by Monsees. All in favor.

Awarded bid for new Crown Hill Cemetery Building to J.C. Myers Construction Co., Inc., Warrensburg, MO in the amount of \$143,215.00 (original base bid \$158,830 less deductions \$15,615) on motion by Monsees, seconded by Galliher. All in favor.

Approved purchase of dump truck with front snow plow and material spreader for the Water Pollution Control Department from Navistar Inc., Fenton, MO thru the Cooperative Procurement Program per the City's Purchasing Policy in the amount of \$125,000.00 on motion by Galliher, seconded by Walter. All in favor.

Awarded bid for Hauling Trap Rock to H&M Trucking, LLC, Hughesville, MO in the amount of \$28/ton on motion by Walter, seconded by Galliher. All in favor.

Awarded bids for the Demolition of Structures as follows on motion by Galliher, seconded by LaStrada. All in favor:

- 503 E. Walnut – Schultz Wrecking Service in the amount of \$4,300.00
- 509 E. Walnut – Schultz Wrecking Service in the amount of \$4,300.00
- 429 N. Summit – Morton Custom Contracting in the amount of \$3,240.00

FINANCE & ADMINISTRATION – JO LYNN TURLEY, CHAIRMAN

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

NEW BUSINESS:

BILL NO. 2013–41, ORDINANCE NO. 10080 – AN ORDINANCE AMENDING SECTION 58-454 RELATING TO SNOW EMERGENCY ROUTES was read once by title.

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

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

Roll Call Vote: Voting “Yes” were Galliher, Turley, LaStrada, Monsees, Walter, Cross, Rowe and Stevenson. No one voted “No”.

BILL NO. 2013–42, ORDINANCE NO. 10081 – AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND J.C. MYERS CONSTRUCTION CO. INC. RELATING TO THE CONSTRUCTION OF A NEW OFFICE BUILDING FOR CROWN HILL CEMETERY was read once by title.

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

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

Roll Call Vote: Voting “Yes” were Galliher, Turley, LaStrada, Monsees, Walter, Cross, Rowe and Stevenson. No one voted “No”.

BILL NO. 2013–43, ORDINANCE NO. 10082 – AN ORDINANCE AMENDING CHAPTER II, ARTICLE VII, DIVISION 2 ENTITLED PURCHASING AND BID PROCEDURES OF THE CODE OF ORDINANCES AND ADOPTING SECTION 2-740 RELATING TO THE SALE AND DISPOSAL OF PROPERTY DEEMED TO BE DECLARED SURPLUS was read once by title.

2nd Reading – Motion by Monsees, 2nd by LaStrada. All in favor.

Final Passage – Motion by Galliher, 2nd by Walter. All in favor.

Roll Call Vote: Voting “Yes” were Galliher, Turley, LaStrada, Monsees, Walter, Cross, Rowe and Stevenson. No one voted “No”.

APPOINTMENTS:

The following Board Appointments by Mayor Horn were approved on motion by Walter, seconded by Galliher. All in favor.

AIRPORT BOARD

Appoint Matthew Mogel, 2001 ProEnergy Boulevard, for a 6-year term expiring June 2019

TREE BOARD

Appoint Billie Long, 32231 Cummings Road, for a 3-year term expiring June 2016

REAPPOINTMENTS:

The following Board Reappointments by Mayor Horn were approved on motion by Galliher, seconded by LaStrada. All in favor.

AIRPORT BOARD

Reappoint Ron Ditzfeld, P.O. Box 31, for a 6-year term expiring June 2019

BOARD OF APPEALS

Reappoint Rob Rollings, 1520 W. Broadway Blvd., for a 5-year term expiring June 2018

BOTHWELL REGIONAL HEALTH CENTER BOARD OF TRUSTEES

Reappoint John Warder, 4040 E. 32nd St., for a 4-year term expiring June 2017

Reappoint Dr. William Woolery, 624 W. 7th St., for a 4-year term expiring June 2017

Reappoint Mary Nell Strautman, 28487 Nevada Ave., Warsaw, MO, for a 4-year term expiring June 2017

CENTRAL BUSINESS & CULTURAL DISTRICT BOARD

Reappoint Erica Eisenmenger, 1690 Hickory Lane, for a 3-year term expiring June 2016

CITIZENS COMMITTEE FOR SMART GROWTH

Reappoint Mickey Paul, 1500 Ewing Drive, for a 3-year term expiring June 2016

Reappoint Amanda Blackburn, 1708 S. Grand Ave., for a 3-year term expiring June 2016

Reappoint Matt Moulton, 1614 E. 14th St., for a 3-year term expiring June 2016

CITIZENS TRAFFIC ADVISORY COMMISSION

Reappoint Shirley Neff, 1403 S. Mildred Ave., for a 3-year term expiring June 2016

PARK BOARD

Reappoint Dr. William Woolery, 624 W. 7th St., for a 3-year term expiring June 2016

POLICE PERSONNEL BOARD

Reappoint Les Harrell, Jr., 1321 S. Garfield, for a 3-year term expiring June 2016

Reappoint John Schmidt, 1002 E. 13th St., for a 3-year term expiring June 2016

PUBLIC LIBRARY BOARD

Reappoint Norman Bell, 2415 Golf Dr., for a 3-year term expiring June 2016

Reappoint Reva Woodward, 900 S. Missouri, for a 3-year term expiring June 2016 .

TREE BOARD

Reappoint Cindy Kretzer, 1890 E. 28th St., for a 3-year term expiring June 2016

BIDS:

- Hauling Trap Rock – April 25, 2013

LIQUOR LICENSES:

The following Liquor Licenses were read and approved on motion by Walter, seconded by Galliher. All in favor.

New:

- Harvey Mullins dba Harv & Co, 2800 W. Main – Packaged Liquor

Renewal:

- Robert Lamm dba Sedalia Lions Club, 917 S. Limit – Picnic License
- Dharmi Patel dba Short Cut, 1515 Thompson Blvd. – Packaged Liquor with Sunday Sales

DEPARTMENT BILLS thru May 6, 2013 totaling \$113,772.85 were approved for payment on motion by Galliher, seconded by Walter. All in favor.

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Mayor Horn reminded everyone of the reception to recognize new Councilman Larry Stevenson and outgoing Councilman Kenneth Norton.

GOOD & WELFARE: None.

The meeting adjourned at 7:07 p.m. on motion by Monsees, seconded by Turley. All in favor.

THE CITY OF SEDALIA, MISSOURI

Mary Elaine Horn

Mary Elaine Horn, Mayor

Arlene Silvey MRCC

Arlene Silvey, MRCC City Clerk



CITY OF SEDALIA, MISSOURI
COUNCIL WORK SESSION – MAY 13, 2013

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 Stephen Galliher, Jo Lynn Turley, Rebecca LaStrada, Wanda Monsees, Wiley Walter, Bob Cross, Tolbert Rowe, and Larry Stevenson.

City Administrator, Gary Edwards, stated that the purpose of the work session is to discuss the draft "Smoke Free City" ordinance and to obtain direction from the Council on the information to be included in the ordinance and when they would like to have a final draft brought back for their consideration.

Discussion – Draft "Smoke Free City" Ordinance.

City Attorney, Anne Gardner, stated that the City has the authority to enact a "Smoke Free City" ordinance per State Statute (1992 State Legislature adopted the Clean Air Act). The City's draft ordinance is based off of Lee's Summit smoke free ordinance and is focused on reducing the effects of second hand smoke for employees, children and citizens.

Draft Ordinance Highlights:

- Key Definitions
 - **Bar** – any licensed establishment that serves liquor on premises and no more than 10% in food sales revenue.
 - **Enclosed area** – area enclosed by four walls or windows, excludes doors.
 - **Private Club** – non-profit organization that is for fraternal or social purposes, or a congressionally chartered veterans' organization. (i.e. Moose Lodge, Elks Lodge, American Legion, VFW)
 - **Restaurant** – eating establishments.
 - **Smoking** – lit cigar, cigarette, pipe, or other tobacco products and includes e-cigarettes.
- Applies to all City-owned facilities, parks and vehicles
- Prohibits smoking in places of employment
- Prohibits smoking in outdoor public places – distance of 20 feet outside of entrances to public buildings
- Places smoking not regulated – private residences (except licensed childcare, adult day care or health care facility) and vehicles, 20% of hotel/motel rooms, private /semiprivate rooms in nursing homes, outdoor areas of employment (otherwise not prohibited by ordinance), retail tobacco stores, and 50% of outdoor patio areas at restaurants, bars or commercial establishments.
- Businesses can declare that they are 100% smoke free.
- Violations – Person who smokes in prohibited area \$50/infracton
- Violations – Owners, managers or operators of public places:
 - Fine not to exceed \$100 – first violation
 - Fine not to exceed \$200 – second violation within 1 year
 - Fine not to exceed \$500 – each additional violations within one year

In addition to the above fines, may also be subject to suspension or revocation of business license.

City Attorney Gardner presented a breakdown of licensed establishments that serve liquor and/or food. Numbers were based on liquor licenses/retail sales licenses obtained from the Finance Department:

| <u>Type:</u> | <u>Liquor Yes or No:</u> | <u>Number:</u> |
|-------------------|--------------------------|----------------|
| Bar | Yes | 6 |
| Fraternal/Veteran | Yes | 5 |
| Restaurants | No | 32 |
| Restaurants | Yes | 19 |
| <u>TOTAL:</u> | | 62 |

City Attorney Gardner provided the following election information from 2006 to 2013 which contains the number of votes cast and the cost for each election:

| Year | Council Votes Received | Mayor Votes Received | Judge Votes Received | Total Votes Cast | Average # Votes Cast | Expense |
|-------------|-------------------------------|-----------------------------|-----------------------------|-------------------------|-----------------------------|----------------|
| Apr-13 | 1061 | None | None | 1061 | 1061 | \$12,660 |
| Apr-12 | 1154 | None | 1048 | 2202 | 1678 | \$ 4,858 |
| Apr-11 | 684 | None | None | 684 | 684 | \$19,519 |
| Apr-10 | 1976 | 2036 | 1699 | 5711 | 1904 | \$ 9,582 |
| Apr-09 | 2084 | None | None | 2084 | 2084 | \$14,117 |
| Apr-08 | 1575 | None | 1701 | 3276 | 1638 | \$11,924 |
| Apr-07 | 4548 | None | None | 4548 | 4548 | \$10,612 |
| Apr-06 | 2893 | 3101 | 2479 | 8473 | 2824 | \$ 8,215 |

Proposed Council Changes:

Councilman Monsees – e-cigarette shops excluded as well as Private Clubs and Bars that do not sell food. Councilman Monsees added that there has to be a balance between the health issue and rights issue and that she can see both sides of this issue.

Councilman LaStrada – bars and private clubs excluded or given a choice to be smoke free or not when paying for their annual business license; patio areas of bars should be 100% smoking instead of 50%.

Councilman Walter – owners of an establishment should be given a warning first before they are charged for offenses.

Councilman Cross – bars and private clubs should be exempt; bar defined as 70% liquor sales and 30% food sales versus 90% liquor sales and 10% food sales.

Councilman Rowe – owners of an establishment given a warning before being charged a fine; ban should be 100% across board.

Councilman Stevenson – bars defined as 70% liquor sales and 30% food sales; private clubs and bars exempt; bingo areas open to the public should be non-smoking.

Councilman Galliher – ordinance fine as written but exclude e-cigarettes; ban should be 100% across the board.

Councilman Turley – ordinance fine as written; business owner should receive warning before being charged a fine.

Mayor Horn – ordinance should be 100% across the board; e-cigarette stores should be exempt; owners of businesses should be given a warning before being charged a fine. Mayor Horn commented that she has been contacted by two private clubs stating that the ordinance should be across the board.

Citizens Comments:

JoAnn Martin, Administrator of Pettis County Health Center, 911 E. 16th, stated that when the City's food code ordinance changed and the Pettis County Health Center took over conducting restaurant inspections it went very smoothly. Restaurant owners wanted regulations to be across the board and enforced equally so they knew what was expected of them. By excluding bars and private clubs from the "Smoke Free City" ordinance, there are still people who have to go in to these establishments as part of their job (delivery workers, etc.) and this can affect their health as well.

Doug Stevens, Warrensburg, Mo, stated that he is the owner of an e-cigarette store that is locating in Sedalia and stated that he believes e-cigarettes should be exempt from the ordinance because they have not shown evidence of any second hand smoke. Instead the e-cigarette gives off vapor that has been shown to be not harmful.

Amanda Petelin, American Cancer Society, stated that she believes the 10% food sales and 90% liquor sales definition of a bar is state law. Ms. Petelin added that e-cigarettes are not regulated by the FDA and that effects to health are not known.

Michelle Swords, 300 S. Ohio, stated this was not an issue of taking away a person's right to smoke but making it a level playing field and added that a person still has the right to smoke in their own home and vehicles.

Jeff Holloway, owner of Coach's Sports Bar, inquired about the fines to be enforced and asked if they are considered felony or misdemeanor charges. City Attorney Gardner stated that the fines are neither felony or misdemeanor but infractions.

Chris Stewart, CEO Katy Trail Health, stated that Pettis County has one of the highest rates of chronic obstructive pulmonary disease which is directly linked to smoking and also one of the highest rates for asthma. The health care costs are high and this smoking ban would save money and not cost businesses money. Ms. Stewart stated that this is a leadership issue in taking care of people's health.

Matthew Brooke, 3204 S Stewart and owner of Bottoms Up, voiced concerns over health issues and concerns about the split in the percentage issue for the definition of bars. Mr. Brooke stated that he feels like bars will have to start over in their business, and after research he could not find any study that stated bars increased their profits after going smoke free.

Paul Lake, with the Moose Lodge, 119 Winchester, stated that membership across the state has increased when going smoke free and that the local lodge is in favor of going smoke free.

Freda Hurley, 3210 Buckingham Court and owner of End Zone, inquired how her business was classified with the City, as a bar or a restaurant. City Attorney Gardner stated that the Finance Department has her classified as a restaurant. Ms. Hurley commented that she is classified as a bar through the State of

Missouri and that the split percentage through the State is 50-50. Ms. Hurley added that the "smoke free" ordinance should be done across the board or not at all.

Dean Anderson, Columbia, Missouri, stated that revenues in non-smoking bars have increased and the health of workers in bars have gotten better. Mr. Anderson added that the ordinance should be across the board to be viewed as fair and added that businesses share in the liability of health expenses so the ordinance can help protect them.

Maxine Griggs stated that it should be up to the individual whether they want to smoke or not and the smoke free issue should got to the voters.

Bob Kempf, with Moose Lodge, inquired if the State Fairgrounds would be included under the ordinance. Mayor Horn stated that the Fairgrounds is not under the City's jurisdiction.

Administrator Edwards stated that more discussion is needed on the private clubs and bars to exclude them from the ordinance as well as formulating a better definition of a bar. City Attorney Gardner commented that the draft ordinance has an effective date of September 1, 2013 and asked the Council if they wanted to extend the effective date for businesses/bars to adjust. City Attorney Gardner stated that she would formulate a new definition for a "bar" and bring a new draft ordinance for council discussion to the May 20, 2013 Pre-Council Meeting.

With no further comments, the meeting closed at 7:48 p.m.
Respectfully submitted: Jason S. Myers, Deputy City Clerk

TRAFFIC ADVISORY COMMISSION MEETING
APRIL 10, 2013

The Traffic Advisory Commission duly met on Wednesday, April 10, 2013, at 12:00 p.m. at the Best Western State Fair Motor Inn with Donna Heembrock presiding. Chairman Heembrock called the meeting to order.

ROLLCALL:

| <u>Members</u> | | <u>Ex-Officio Members</u> | |
|------------------|---------|---------------------------|-------------|
| Donna Heembrock | Present | Bill Beck | Present |
| Deidre Esquivel | Present | Victoria Kottman | Not Present |
| Ryan Heusinkveld | Present | Greg Harrell | Present |
| John Rucker | Present | | |
| Pete Daniels | Present | | |
| Shirley Neff | Present | | |
| Bob Salmon | Present | | |

Guests- Ellen Cross, Steve Bush

Minutes of the last regular Traffic Advisory Commission meeting of March 13, 2013 were approved.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

Commander Larry Ward on behalf of Lincoln Hubbard Neighborhood Watch Association, 711 N. Osage Avenue, is requesting a two way stop on Osage Avenue at Johnson Street. The Lincoln Hubbard apartments and the new Dollar General store have increased the pedestrian and vehicle traffic. Cross read the staff recommendation. Staff recommends the Commission deny the request. Per the Manual for Uniform Traffic Control Devices the traffic counts and accident history does not support a two way stop.

Cross stated there had been 5 accidents since 2006, none in the last three years. The traffic counts show an average of 150 to 200 vehicles travel through this intersection a day. Daniels stated he agrees with the staff recommendation, he does not see a need. Neff stated she agrees but that might change in the future. When she has gone by the area there is not many cars.

A motion was made by Daniels to deny the request. Second by Neff. All in favor.

Ryan Heusinkveld, 1405 W. 3rd, is requesting the speed limit be increased on S. New York Avenue between E. 16th Street and E. 24th Street from 20 mph to 30 mph when school is not in session. There is not much in this area so the speed limit could be increased. Cross read the staff recommendation. Staff recommends the Commission deny the request. This whole area is by Centennial Park. The park is very busy during the summer season. There are vehicles parked

on S. New York Avenue almost every evening during summer season and there is much pedestrian traffic.

Neff believes it might be confusing about what days are school days and she thinks it should be denied. Esquivel stated another problem is many people use Parkview Elementary School parking lot during ball season. That means more people crossing the street. Heusinkveld asked if the speed limit used to be slower when school was not in session. No one remembers it being any slower.

Heusinkveld stated a bigger concern he has is where the actual school zone starts and stops; the signage appears to be confusing. Beck stated he will check on the signage and see if anything needs to be corrected.

A motion was made by Neff to deny the request. Second by Daniels. All in favor.

Steve Bush with Oats Transportation, 107 W. Pacific Street, is requesting a bus stop on Clinton Road by Katy Park near the skate park. They would like to make this an official stop for the bus. Cross read the staff recommendations. Staff recommends the Commission deny the request. There is no parking on Clinton Road and Clinton Road is also a busy street.

Cross explained the reason this is bringing brought to Traffic Advisory is Clinton Road has no parking and the bus would need to be stopping on Clinton Road. Bush stated Oats was hoping to work with the City and have a cut out built in this area that would allow the bus to pull off Clinton Road for the stop. During high traffic times it is hard for the bus to get in and out of the parking lots. Beck stated he would look at the street and see if there would be a good place to construct a cut out.

Esquivel stated there were practices going on last night at both fields and the parking lot was full. Rucker asked how many people get on and off the bus at Katy Park. Bush stated right now not very many since there is not an official stop, even though it is on the bus schedule. Beck asked about using one of the other roads around the park. Bush stated the extra time it would take to use another road would throw off the whole schedule.

Neff asked if the parking lots were full during the day or if it was just in the evening when the games and practices were going on. Bush stated most of the time there would not be a problem but those few time it is full might be an issue. Neff suggested maybe having the stop in the parking lot and marking it as no parking only use as a bus stop. It was brought up that this would take away parking spaces and that would need to go through the Parks Department.

Daniels stated he believes the best solution would be the cut out on Clinton Road. Beck stated his only concern would be right now we do not know how many people will be utilizing this stop and it may not remain a bus stop in the future. Bush suggested the bus stop sign be placed in the parking lot for a time until they can see how many people will use it. Beck stated he would verify with the Park Department and if they have no problem we can get the signs installed.

A motion was made by Esquivel to deny the request. Second by Daniels. All in favor.

OTHER ITEMS FOR DISCUSSION:

Bush requested a copy of the traffic counts that were conducted at 10th Street and Winchester Drive. Beck stated he will email them to him.

AGENDA FOR NEXT MEETING:

The next meeting will be May 15, 2013.

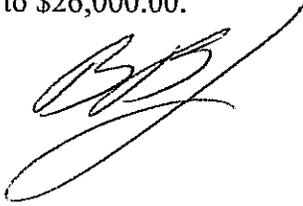
The meeting adjourned at 12:26 p.m.

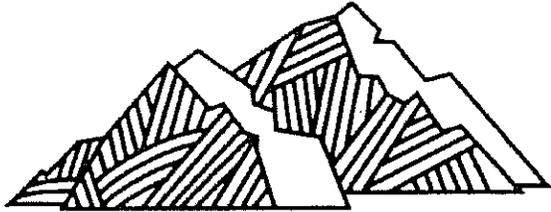
To: Gary Edwards
From: Bill Beck
Date: May 14, 2013
Subject: Sole Source Purchase of Iron Mountain Trap Rock

Trap Rock is used in our chip and seal street maintenance application. Iron Mountain is the only available vendor to supply the material and produce it to our specifications which is 1/4" x 3/8". We have purchased this material from this vendor in the past years.

I would like to request approval for the purchase of the Trap Rock from Iron Mountain as a sole source purchase for \$13.00 per ton. We are anticipating using 1400 to 2000 tons or \$18,200.00 to \$26,000.00.

Thank you.

A handwritten signature in black ink, appearing to be 'Bill Beck', written over the 'Thank you.' text.



IRON MOUNTAIN TRAP ROCK COMPANY

A SUBSIDIARY OF FRED WEBER, INC.

May 14, 2013

Tammy Lewis – Public Works
City of Sedalia
901 East 3rd Street
Sedalia MO 65301

RE: IMTR – Material Quotation #E19638

| <u>Mat Type</u> | <u>Mat Code</u> | <u>Approx Qty</u> | <u>UOM</u> | <u>Price</u> |
|-----------------|-----------------|-------------------|------------|--------------|
| 1/4 x 1/8 IMTR | (40) | 1,400 | Ton | \$13.00 |

Prices are based on the following:

- Prices are subject to all applicable taxes
- Prices are firm thru 12-31-13.
- All prices are quoted in English units.
- Quote is valid for 30 days from Quote Date.
-

IRON MOUNTAIN TRAP ROCK COMPANY

Justin Naber
Director-Business Development
Midwest Region

JDN:tko

2320 CREVE COEUR MILL ROAD * P.O. BOX 2501 * MARYLAND HEIGHTS, MISSOURI 63043-8501 * 314-344-0070 - 314-344-0356 FAX

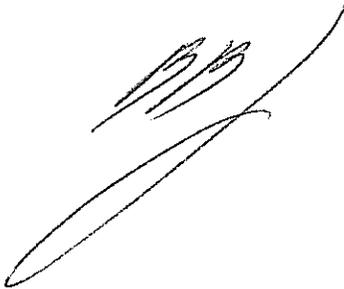
THE PROVEN STANDARD OF THE INDUSTRY FOR HALF A CENTURY

To: Gary Edwards
From: Bill Beck
Date: May 14, 2013
Subject: Sole Source Purchase of 8 Inch Winter Patches

Water Pollution Control Department purchased 8" x 24" patch kits from Source 1 Environmental last year. The patch kits are used to repair broken sewer mains.

In the past we purchased the kits only as needed but this year we are requesting approval to purchase one pallet (60 patch kits) totaling \$23,940.00. By purchasing a pallet we will save \$21.00 per kit or \$1,260.00.

Thank you.

A handwritten signature in black ink, appearing to be "Bill Beck", written in a cursive style. The signature is located below the "Thank you." text.

Ellen Cross

From: Phil Webster [pwebster@alliancewater.com]
Sent: Wednesday, April 17, 2013 8:27 AM
To: Bill Beck
Cc: Ellen Cross
Subject: FW: price for a pallet of 8 inch winter patches

Bill:

We used 40 patches last year. The shelf life for the patch kit is 3 years. Therefore, if we only use part of the pallet of patches this fiscal year we will still be able to use the rest in the next fiscal year. If you have any questions please let me know.

Thanks,

Phil

From: Marty Short [mailto:MShort@s1eonline.com]
Sent: Tuesday, April 02, 2013 2:48 PM
To: Phil Webster
Subject: Re: price for a pallet of 8 inch winter patches

There are 60- 8"x24" patch kits on a pallet. After Alliances discount it would be \$23,940.00. Comes out to \$399.00 per kit vs. \$420.00 per kit. It's a good savings if you can do a pallet. We can mix and match sizes also if you need.

Thank You!

Martin Short
Source 1 Environmental

Sales Coordinator

M: 636-485-1665

E: mshort@s1eonline.com

www.s1eonline.com

Sent from my iPhone

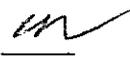
On Apr 2, 2013, at 2:44 PM, "Phil Webster" <pwebster@alliancewater.com> wrote:

--

This email was Anti Virus checked by Astaro Security Gateway. <http://www.astaro.com>

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

To: Gary Edwards, City Administrator

From: Monte Richardson, IT Director 

Date: 05/07/13

Re: City Website Upgrade

Sir:

Our current website was designed by and is maintained by Qscend Technologies. The current website design hasn't changed since its original inception over 6 years ago, a lifetime in web design. Since then web viewing habits and technology have progressed and changed. It has been a long time since any of the departments have had training in maintaining their prospective web pages.

QScend has submitted a proposal to revamp the City's website and also design a mobile portal designed for smart phones and tablets. The cost for the project is \$11,050.

I respectfully request approval to engage QScend Technologies of Waterbury CT, to update the City's website for the stated amount of \$11,050.

Respectfully submitted.



Sedalia, MO: Website Redesign/Reorganization Order

Account Information

| | | | |
|------------------------|---------------------|-----------------------|-------------------------------|
| Subscriber: | City of Sedalia, MO | Title: | |
| Contact Name: | Monte Richardson | Address 2: | |
| Address 1: | 200 South Osage Ave | State: | MO |
| City: | Sedalia | Contact phone: | (660) 827-3000 |
| Zip: | 65301 | Email: | mrichardson@cityofsedalia.com |
| Facsimile: | | | |
| Effective Date: | 04/12/2013 | | |

| Professional Services | Hours | Fee | EXTENDED PRICE |
|---|-------|----------|----------------|
| 40 hours of website re-design with completely new look | 40 | \$95 | \$3,800 |
| 50 hours of content reorganization/cleanup | 50 | \$95 | \$4,750 |
| Content reorganization services hours based on the following page count: 154 content pages 1900 files and documents 471 images | | | |
| Create a Mobile friendly version of the City website that will work across all platforms. Include news fees, RSS feeds, calendars, emergency notification, contact information, etc. | | | \$2,500. |
| 1 Year Subscription to QScend Academy | | Included | Included |

General Terms

The licenses set forth above shall continue for a term of 12 months from the Effective Date (the "Term") and shall automatically renew upon the expiration of the Term unless Subscriber provides 90 days prior written notice. BY SIGNING BELOW, SUBSCRIBER AGREES TO THE QSCEND TERMS OF USE LOCATED AT www.QScend.com/terms AND ANY OTHER APPLICABLE TERMS, CONDITIONS AND POLICIES GOVERNING THE USE OF THE QSCEND SERVICES.

Subscriber Signature _____

QScend Signature _____

Print Name _____

Print Name _____

Print Title _____

Print Title _____

Date _____

Date _____

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND ENGINEERING SURVEYS AND SERVICES.

WHEREAS, the City of Sedalia, Missouri, has received a proposal for professional engineering services from Engineering Surveys and Services which is attached to this ordinance and incorporated by reference herein; and

WHEREAS, the proposal, not to exceed Fifty Thousand Dollars (\$50,000.00) for the City's fiscal year 2014 is based on the City's on-going need for professional engineering support and technical expertise and assistance with public and private engineering projects, infrastructure planning and design, implementation of federal storm water regulations, and other engineering issues for miscellaneous City projects.

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 proposal by and between the City of Sedalia, Missouri and Engineering Surveys and Services in substantively the same form and content as the agreement has been proposed.

Section 2. The City Administrator and Public Works Director are authorized to engage Engineering Surveys and Services as deemed necessary for various City projects and improvements.

Section 3. The City Clerk is hereby directed to file in her office a duplicate or copy of the proposal 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 23rd day of May, 2013.

Presiding Officer of the Council

Approved by the Mayor of said City this 23rd day of May 2013.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC City Clerk

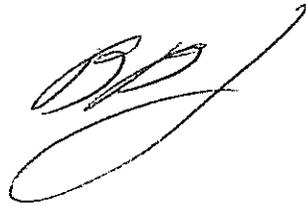
To: Gary Edward
From: Bill Beck
Date: May 14, 2013
Subject: Engineering Surveys and Services Proposal

I would like to recommend the City Council approve the agreement between the City of Sedalia and Engineering Surveys and Services. The scope of work in the agreement will help the City in preparing and reviewing plans for public works projects provide civil engineering and construction phase observations and inspection services.

The proposal is for a Not-to-Exceed fee of \$50,000.

We have been very pleased with the level of service provided by Engineering Surveys and Services.

Thank You,

A handwritten signature in black ink, appearing to be "Bill Beck", written in a cursive style. The signature is positioned to the right of the text "Thank You,".

Engineering Surveys and Services

Consulting Engineers, Geologists, and Land Surveyors
Analytical and Materials Laboratories

1775 West Main Street
Sedalia, Missouri 65301
Telephone 660-826-8618
Facsimile 660-826-6158

E-Mail ess@ESS-Inc.com
<http://www.ESS-Inc.com>

April 24, 2013

Mr. Bill Beck
Director of Public Works
City of Sedalia
200 South Osage Avenue
Sedalia, Missouri 65301

Re: **Professional Services Proposal
City of Sedalia, Missouri**

Dear Mr. Beck:

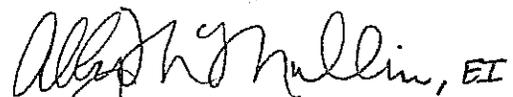
Engineering Surveys and Services (ES&S) appreciates the opportunity to present this proposal to provide civil engineering and other professional services for the City of Sedalia (City). ES&S proposes to provide these services to the City on an as-needed basis under a blanket *Master Services Agreement* as outlined in the *Terms and Scope of Work* on the following page.

As a private-sector consulting firm, ES&S's intent is to continue providing civil engineering and design support services to clients developing projects within the City. In cases where ES&S design plans will require City review and approval, the situation will be disclosed to the City and ES&S proposes that a third-party engineering firm be retained by the City to review the project documents.

Being a local company, we are focused on the continued progress and prosperity of the City of Sedalia, and the surrounding community. Successful growth requires careful planning to ensure the existing infrastructure is adequate, and that proposed developments include sufficient upgrades and improvements. Under this agreement, we will be ready to assist the City to develop growth strategies for the future, and provide for the current needs of the community.

Please contact me if you have any questions or need additional information.

Respectfully,



Abby McMullin, EI
ES&S Sedalia Office Manager
(660) 826-8618
AMcMullin@ESS-Inc.com

Attachment #1: 2013 Master Services Agreement - Terms and Scope of Work

Attachment #2: ES&S Hourly Fee Schedule

cc: Mr. David Bennett, PE – Principal-in-Charge, ES&S

Other Offices
Jefferson City, Missouri • Columbia, Missouri

Attachment #1: 2013 Master Services Agreement - Terms and Scope of Work

City of Sedalia, Missouri

Individual projects will be contracted on a task order basis with specific proposals consisting of a scope of work, a "Not to Exceed" fee estimate and period of service. Unless otherwise agreed, reimbursement for each task order will be on an hourly rate basis for each applicable employee billing class for services performed, plus reimbursable expenses. The standard hourly rates will be as shown on **Attachment #2**. No cost overruns will be allowed without prior written approval by the City.

As in prior years, a \$50,000 annual cap on fees under this agreement is appropriate. Under such an agreement, ES&S proposes to provide the following services:

- Civil engineering services for City-funded infrastructure improvement projects including surveying, civil engineering design, geotechnical engineering, and construction materials testing.
- Review plans and specifications submitted to the City for permitting to determine if the engineering aspects of the submittal satisfy the City's design requirements.
- Assist with development of a Capital Improvements Plan.
- Assist with long-range planning of regional transportation, regional stormwater detention and drainage improvement projects, and other infrastructure improvement projects.
- Attend meetings with the City Council, Development Review Committee, Planning & Zoning, Traffic Advisory Committee, and other appropriate boards and committees, and provide technical assistance when requested.
- Serve as a liaison between the City and County governments on civil engineering, surveying and other related issues.
- Assist with implementation of the National Pollutant Discharge Elimination System (NPDES) regulations.
- Assist with preparation and submission of MoDOT, MDNR, and other agency grant applications.
- Emergency engineering services and assistance with disaster response.

Additional costs than shown on the attached rate schedule may be required for services involving litigation support and expert witness testimony in legal cases relating to public infrastructure, or for services rendered that extend beyond a typical eight-hour workday or forty-hour workweek. In these cases, optional hourly rates or means of reimbursement will be negotiated on a task order basis.

All engineering designs, reports, and surveys will be prepared by or under the direct supervision of an appropriate licensed professional registered in the State of Missouri. Surveying, drafting, civil engineering, geotechnical engineering, and project management will be delivered from our local office.

ES&S's main point of contact with the City will be **Ms. Devin Lake, Public Works Project Manager**. Key ES&S team members serving the City include:

- **Abby McMullin, EI** – Sedalia Office Manager and primary point of contact for the City
- **David Bennett, PE** – Principal-in-Charge, Engineering Manager
- **Theron Broadfoot, PE** – Project Engineer
- **Christopher Wickern, PLS** – Surveying Manager

Engineering Surveys and Services

Consulting Engineers, Geologists, and Land Surveyors
Analytical and Materials Laboratories

1775 West Main Street
Sedalia, Missouri 65301
Telephone 660-826-8618
Facsimile 660-826-6158

E-Mail ess@ESS-Inc.com
<http://www.ESS-Inc.com>

HOURLY FEE SCHEDULE

January 1, 2012

| <u>Services of:</u> | <u>Rate:</u> |
|---------------------------------------|----------------------|
| Firm Principal | \$110-150 /hour |
| Registered Professional Engineer | \$ 90-120 /hour |
| Registered Professional Land Surveyor | \$ 90-120 /hour |
| Project Surveyor | \$ 60-90 /hour |
| Engineer In Training | \$ 65-90 /hour |
| Engineering Technician | \$ 42-55 /hour |
| CAD Operator | \$ 45-70 /hour |
| Administrative Support | \$ 45-50 /hour |
| 2 Man Field Crew | \$130-190 /hour |
| 3 Man Field Crew | \$140-220 /hour |
| Computer | \$ 50 /hour |
| EDM Equipment | \$100 /day |
| Global Positioning System Equipment | \$200 /day |
| Drill Rig | \$ 100-\$150 /hour |
| Large Format Copies | \$ 3.50-\$ 5.50 each |
| Photocopies | \$ 0.20 each |
| Travel | \$ 0.60/mile |

NOTES

1. The exact rate for field crew depends upon the composition of the crew involved.
2. Since charges are based on salary multiplier, all rates are subject to minor fluctuations as salaries change.
3. Overtime charges at 1.4 times above rates.

Other Offices
Jefferson City, Missouri • Columbia, Missouri

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN ABATEMENT ORDER ON CONSENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND THE MISSOURI DEPARTMENT OF NATURAL RESOURCES RELATING TO A FISH KILL AT THE CITY OF SEDALIA'S NORTH WASTEWATER TREATMENT FACILITY.

WHEREAS, on December 28, 2011, City of Sedalia Water Pollution Control Staff at the North Wastewater Treatment Facility observed foam in a manhole and in Sewer Branch during an inspection of the collection system serving the facility; and

WHEREAS, on December 30, 2011 City of Sedalia Water Pollution Control Staff reported foam in the creek to the facility and identified the source as a discharge channel from the stormwater outfall near Hubbard Park. Staff also observed several dead fish in the stormwater discharge channel; and

WHEREAS, as a result of the fish kill, the Missouri Department of Natural Resources has issued Abatement Order on Consent (AOC) number 2013-WPCB-1189; and

WHEREAS, per the Abatement Order on Consent, the City of Sedalia, Missouri shall pay a civil penalty in the amount of One Thousand dollars (\$1,000.00) to the Pettis County Treasurer, as custodian of the Pettis County School Fund; and the City of Sedalia, Missouri shall pay investigative costs in the amount of One Thousand Six Hundred Seventy-four dollars and Seventy cents (\$1,674.70) to the State of Missouri as more fully described in the Abatement Order on Consent attached to this Ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the Abatement Order on Consent by and between the City of Sedalia, Missouri and the Missouri Department of Natural Resources in substantively the same form and content as the agreement has been proposed.

Section 2. The Mayor is authorized and directed to execute the Abatement Order on Consent is substantively the same form and content as the Abatement Order on Consent has been proposed.

Section 3. The City Clerk is hereby directed to file in her office a duplicate or copy of the Abatement Order on Consent 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 23rd day of May, 2013.

Presiding Officer of the Council

Approved by the Mayor of said City this 23rd day of May 2013.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC
City Clerk

To: Gary Edward
From: Bill Beck
Date: May 14, 2013
Subject: Abatement Order on Consent for Sanitary Sewer Overflow on
December 28, 2011

The City contracted out sewer main cleaning and CCTV inspection in 2011 as part of our \$30 million sewer project. On December 28, 2011 it was noticed that a sanitary sewer overflow had occurred near a location one of the contractors was working. This overflow discharged into Sewer Branch Creek and caused a fish kill.

As is required, the overflow was reported to Missouri Department of Natural Resources (DNR). DNR inspectors investigated the overflow on December 30, 2011 to confirm the fish kill and the source. This investigation resulted in the Abatement Order on Consent (AOC).

The AOC requires the City pay a civil penalty of \$1,000.00, reimburse the DNR for the investigative costs of \$1,674.70, and complete a Supplement Environmental Project (SEP) spending at least \$31,183.00 (which includes in house labor and material).

I would like to recommend we accept the terms of the AOC as stated in the agreement.

Thank You.





Jeremiah W. (Jay) Nixon, Governor • Sara Parker Pauley, Director

DEPARTMENT OF NATURAL RESOURCES

www.dnr.mo.gov

March 20, 2013

CERTIFIED MAIL #7009 2250 0000 0886 9378
RETURN RECEIPT REQUESTED

958

The Honorable Elaine Horn, Mayor
City of Sedalia
P.O. Box 1707
Sedalia, MO 65301

RE: Sedalia North Wastewater Treatment Facility, MO-0023027, Pettis County

Dear Mayor Horn:

On February 5, 2013, the Missouri Department of Natural Resources received correspondence from Mr. Bill Beck, Jr., City of Sedalia Public Works Director, regarding the Department's offer to resolve violations of the Missouri Clean Water Law through an Abatement Order on Consent (AOC). In the correspondence, Mr. Beck stated that the city plans to spend more than \$30,000 on a Supplemental Environmental Project, and accordingly, the city is willing to pay a reduced civil penalty.

Enclosed for your consideration, please find AOC number 2013-WPCB-1189 and a draft of the Department's Finding of Financial Affordability. If the AOC and Affordability Finding are acceptable as written, please sign and date the AOC and forward it with a check for the civil penalty and a check for the state's investigative costs to:

Accounting Program
Department of Natural Resources
P.O. Box 477
Jefferson City, MO 65102

You may submit an alternative AOC containing the same basic provisions for our consideration. If the city has any comments regarding the Department's Affordability Finding, please provide them to the Department with the AOC. Please respond within thirty (30) days receipt of this letter to Ms. Corinne Rosania at Missouri Department of Natural Resources, Water Protection Program, P.O. Box 176, Jefferson City, Missouri 65102-0176, (573) 751-6725, or corinne.rosania@dnr.mo.gov. Thank you for your time and attention to this matter.

Sincerely,

WATER PROTECTION PROGRAM

A handwritten signature in black ink, appearing to read "Paul Dickerson".

Paul Dickerson, Chief
Compliance & Enforcement Section

PD:crl

Enclosures



- D. On December 28, 2011, Mr. Mark Grose, a wastewater operator for the city, noticed foam in a manhole and in Sewer Branch during an inspection of the collection system serving the facility. The collection system was being evaluated by a private contractor for damaged or clogged lines. On December 30, 2011, Mr. Grose reported the foam in the creek to the facility and identified the source as a discharge channel from the stormwater outfall near Hubbard Park. Mr. Grose observed several dead fish in the stormwater discharge channel. The discharge channel drains to Sewer Branch between Missouri Avenue (upstream) and Grand Avenue (downstream). Shortly after the fish kill was reported to the facility, Mr. Phil Webster, from the City, called the Department of Natural Resources' Kansas City Regional Office (KCRO) to report a fish kill
- E. On December 30, 2011, at approximately 12:00 pm, Department inspectors from the KCRO and investigators from the Missouri Department of Conservation (MDC) arrived to investigate the fish kill. The Department inspectors observed several dead fish in a pool at the lower end of the discharge channel and noted that the water in the pool was clear but there was an accumulation of algae and greyish solids. The Department inspectors observed the water in Sewer Branch upstream of the confluence of the discharge channel was clear and there were no signs of streambed degradation. The Department inspectors did not observe any evidence of a chemical discharge and determined the source of impairment was likely from the stormwater outfall or Sanitary Sewer Overflows (SSOs) from nearby manholes.
- F. The Department inspector observed several sewer mains and two manholes directly adjacent to the east and west of the discharge channel. Mr. Webster informed the Department inspector that there had not been any reports of SSOs from these locations since August 2011. The inspector observed evidence that the east side manhole had previously discharged to Sewer Branch upstream of the confluence with the discharge channel. The Department inspector also observed evidence that the west side manhole had recently overflowed into the discharge channel just above the pool where the dead fish were observed. The soil around the west manhole was damp and there was visible discoloration of algae on a concrete pad where the overflow entered the discharge channel. The inspector noted water was approximately three (3) feet from the top of the west manhole. The contractor that was inspecting the collection system informed inspectors that they installed a muni-ball which restricted flow and caused high water levels in the manhole.
- G. On January, 4, 2012, Mr. Webster sent the KCRO a report which served as the five (5) day written notification of the fish kill. In the report, Mr. Webster stated he did not know what caused the fish kill but speculated it was likely due to raw sewage entering the discharge channel. The report also stated that the contractor observed several dead fish in Sewer Branch on December 29, 2011, and white foam had discharged from the stormwater outfall. The report indicated that there may be a cross connection between the sanitary sewer collection system and the stormwater collection system which caused white foam and other pollutants to discharge from the stormwater outfall.

- H. On February 22, 2012, the KCRO issued the city Notice of Violation (NOV) number KC2012012409213104 for discharging contaminated water without a MSOP, causing pollution to waters of the state, and discharging water contaminants into waters of the state that reduced the quality of such waters below the general Water Quality Standards.
- I. As a result of the above investigation, the State incurred costs for staff time in the amount of one thousand six hundred seventy-four dollars and seventy cents (\$1,674.70).
- J. Section 644.096, RSMo, authorizes the State, or any political subdivision or agency, to recover actual damages, including all costs and expenses necessary to establish or collect any sums under Section 644.006 to 644.141, RSMo, and the costs and expenses of restoring any waters of the State to their condition as they existed before the violation, sustained by the State because of the violation.
- K. Pursuant to Section 644.145 RSMo, the Department's Affordability Finding addressing the obligations included within this AOC is attached hereto as Exhibit 1.

III. CITATIONS AND CONCLUSIONS OF LAW

Violations of the MCWL and its implementing regulations alleged herein and found to have been committed by the city at the facility are as follows:

1. On or about December 30, 2011, operated, used, or maintained a water contaminant source – discharge of contaminated wastewater- which discharged to Sewer Branch, waters of the state, without a MSOP, in violation of Sections 644.051.2 and 644.076.1, RSMo, and 10 CSR 20-6.010(1) and (5)(A);
2. Caused pollution of Sewer Branch, waters of the state, or placed or caused or permitted to be placed, water contaminants in a location where they are reasonably certain to cause pollution of waters of the state, in violation of Sections 644.076.1, RSMo, and 10 CSR 20-7.031; and
3. Discharged water contaminants into waters of the state which reduced the quality of such waters below the general Water Quality Standards established by the Missouri Clean Water Commission, in violation of Sections 644.051.1(2) and 644.076.1, RSMo, and 10 CSR 20-7.031.

IV. AGREEMENT

- A. The Department and the city desire to amicably resolve all claims that may be brought against the city for violations alleged above in Section III, Citations and Conclusions of Law, without the city admitting to the validity or accuracy of such claims.
- B. The provisions of this AOC shall apply to and be binding upon the parties executing this AOC, their successors, assigns, agents, subsidiaries, affiliates, and lessees, including the officers, agents, servants, corporations, and any persons acting under, through, or for the parties. Any changes in ownership or corporate

status, including but not limited to any transfer of assets or real or personal property, shall not affect the responsibilities of the city under this AOC.

- C. The city in compromise and satisfaction of the Department claims relating to the above-referenced violations agrees, without admitting liability or fault, to pay a civil penalty in the amount of one thousand dollars and zero cents (\$1,000.00). The payment shall be in the form of a certified check or cashier's check made payable to "Pettis County Treasurer, as custodian of the Pettis County School Fund." The check in the amount of one thousand dollars and zero cents (\$1,000.00) is due and payable upon execution of this AOC by the city. The check and signed copies of the AOC shall be delivered to:

Accounting Program
Missouri Department of Natural Resources
P.O. Box 477
Jefferson City, MO 65102-0176

- D. The city agrees to pay the state's investigative costs in the amount one thousand six hundred seventy-four dollars and seventy cents (\$1,674.70) in the form of a certified check or cashier's check made payable to the "State of Missouri." The check in the amount of one thousand six hundred seventy-four dollars and seventy cents (\$1,674.70) is due and payable upon execution of this AOC. The check shall be delivered to:

Accounting Program
Missouri Department of Natural Resources
P.O. Box 477
Jefferson City, MO 65102-0176

- E. The city shall notify the Department within twenty-four (24) hours of becoming aware of any SSO or bypass from the City's collection system and submit a final report in writing within five (5) days of the SSO or bypass

- F. The city agrees to complete the Supplement Environmental Project (SEP) Plan attached to this AOC as Attachment A which is hereby incorporated by reference, and which further describes the city's future efforts to clean up and restore the riparian corridor of Sewer Branch (also known as the Pearl River). The Department and the city agree that the SEP Plan is intended to secure significant environmental protection and improvements, which are not otherwise required by the MCWL. The following terms and conditions apply to the SEP Plan described in Attachment A.

1. The city shall complete the SEP pursuant to the Plan and schedule set forth in the SEP Plan.

2. The city shall spend at least \$31,183 implementing the SEP identified in the SEP Plan. No part of this expenditure shall include federal or state funds, including federal or state low interest loans, contracts, or grants. The city shall include documentation of expenditures made in connection with the SEP as part of the SEP Completion Report required in paragraph IV. F.5.
3. The city hereby certifies that it is not required to perform or develop this SEP by any federal, state, or local law or regulation; nor is the city required to perform or develop this SEP by agreement, grant, or injunctive relief in any other case.
4. SEP progress reports. Beginning with the first full year after the commencement of the implementation of the SEP Plan, and continuing every year thereafter until the SEP is completed, the city shall provide the Department an update on the SEP Plan implementation progress and those actions taken to complete the SEP in the preceding year, the actions planned to implement the SEP in the forthcoming year, any current foreseeable delays in implementing the SEP, the action being taken to address such delays, and an itemized account of the cost expended for the preceding period and to date.
5. The city shall submit to the Department a SEP Completion Report for the project described in Attachment A no later than one hundred and twenty (120) days from the date of completion. The SEP Completion Report shall contain the following information: (1) a detailed description of the SEP as implemented; (2) itemized cost; (3) an acknowledgement that the SEP has been fully implemented in accordance with the SEP Plan and the Provisions of the AOC; and (4) a summary of the environmental or public health benefits from implementing the SEP.
6. In the event the Department rejects a SEP Completion Report as required above, the city shall submit a revised completion report within thirty (30) days of the receipt from the Department's rejection letter. Should the city fail to submit a SEP Completion Report within 30 days, then the city shall be subject to pay a stipulated penalty of \$500 per day, until an acceptable SEP Completion Report is submitted to the Department.
7. Expenditure of Less than Total SEP Amount. If the total amount expended on implementing the SEP is less than \$31,183, then the city shall apply the amount of the differences towards extending the service to the public described in the SEP Plan and Document its application of these funds to the Department in writing.

8. Any reports submitted to the Department pursuant to this paragraph shall reference this AOC and shall be transmitted to both:

Paul Dickerson, Section Chief
Water Pollution Compliance and Enforcement Section
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, MO 65102-0176

and

Andrea Collier, Director
Kansas City Regional Office
Missouri Department of Natural Resources
500 NE Colbern Rd.
Lee's Summit, MO 64086-4710

- G. Immediately upon becoming aware that a deadline or milestone as set forth in this AOC will not be completed by the required deadline, the city shall notify the Department by telephone or electronic mail i) identifying the deadline that will not be completed; ii) identifying the reason for failing to meet the deadline; and iii) proposing an extension to the deadline. Within five (5) days of notifying the Department, the city shall submit to the Department for review and approval a written request containing the same basic provisions of i, ii, and iii listed above. The Department may grant an extension if it deems appropriate. Failure to submit a written notice to the Department may constitute a waiver of the city's right to request an extension and may be grounds for the Department to deny the city an extension.
- H. Should the city fail to meet the terms of this AOC, including the deadlines for completion of construction set out in paragraphs E and F, the city shall be subject to pay stipulated penalties in the following amount:

| <u>Days of Violation</u> | <u>Amount of Penalty</u> |
|--------------------------|--------------------------|
| 1 to 30 days | \$500.00 per day |
| 31 to 90 days | \$1,000.00 per day |
| 91 days and above | \$2,500.00 per day |

Stipulated penalties will be paid in the form of a certified or cashier's check made payable to "Pettis County Treasurer, as custodian of the Pettis County School Fund." Any such stipulated penalty shall be paid within ten (10) days of demand by the Department and shall be delivered to:

Accounting Program
Missouri Department of Natural Resources
P.O. Box 477
Jefferson City, MO 65102-0176

- I. Nothing in this AOC forgives the city from future non-compliance with the laws of the State of Missouri, nor requires the Department or State of Missouri to forego pursuing by any legal means for any noncompliance with the laws of the State of Missouri. The terms stated herein constitute the entire and exclusive agreement of the parties. There are no other obligations of the parties, be they express or implied, oral or written, except those expressly set forth herein. The terms of this AOC supersede all previous memoranda or understanding, notes, conversations, and agreements, express or implied. This AOC may not be modified orally.
- J. By signing this AOC, all signatories assert that they have read and understood the terms of this AOC, and that they have the authority to sign this AOC on behalf of their respective party.
- K. The effective date of the AOC shall be the date the Department signs the AOC. The Department shall send a fully executed copy of this AOC to the city for its records.
- L. The city shall comply with the MCWL, Chapter 644, RSMo and its implementing regulations at all times in the future.

V. FINDING OF AFFORDABILITY

Pursuant to Section 644.145, the Department's Affordability Finding, which addresses the obligations included within this Order, based upon the city's cost estimate of \$0.00, is attached hereto as Exhibit 1. This Affordability Finding does not address future improvements that may necessary to comply with the MCWL or its implementing regulations. The city agrees to provide any such additional information requested by the Department as is reasonably necessary to assist in developing any required Affordability Finding in the future.

VI. RIGHT OF APPEAL

By signing this AOC number 2013-WPCB-1189, the city consents to its terms and waives any right to appeal, seek judicial review, or otherwise challenge the terms and conditions of this AOC pursuant to Sections 621.250, 640.010, 640.013, 644.056.3, 644.079.2, Chapter 536 RSMo, 644.145, RSMo, 10 CSR 20-1.020, 10 CSR 20-3.010, 10 CSR 20-6.020(5), the Missouri Constitution, or any other source of law.

VI. CORRESPONDENCE AND DOCUMENTATION

Correspondence or documentation with regard to conditions outlined in this AOC shall be directed to:

Ms. Corinne Rosania
Compliance and Enforcement Section
Water Protection Program
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, MO 65102-0176

Agreed to and Ordered this _____ day of _____, 2013

John Madras, Director
Water Protection Program
Missouri Department of Natural Resources

Agreed to and Ordered this _____ day of _____, 2013

The Honorable Elaine Horn, Mayor
City of Sedalia

Copies of the foregoing served by certified mail to:

CERTIFIED MAIL:

The Honorable Elaine Horn, Mayor
City of Sedalia
P.O. Box 1707
Sedalia, MO 65301

c: Ms. Diane Huffman
Chief, NPDES and Facilities Management Branch
Water, Wetlands, and Pesticides Division
U.S. Environmental Protection Agency, Region VII
11201 Renner Blvd
Lenexa, KS 66219

Mr. Chris Wieberg, Chief
Operating Permits Section
Water Protection Program
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, MO 65102-0176

Mr. Andrea Collier, Director
Kansas City Regional Office
Missouri Department of Natural Resources
500 NE Colbern Rd.
Lee's Summit, MO 64086

Ms. Janet Pointer, Accounting Specialist
Accounting Program
Missouri Department of Natural Resources
P.O. Box 477
Jefferson City, MO 65102-0176

Dr. Samuel M. Hunter, Chair
Missouri Clean Water Commission
P O Box 984
216 Tanner Street
Sikeston, MO 63801

Mr. Ben A. "Todd" Parnell, III, Vice Chair
Missouri Clean Water Commission
Drury University
900 N. Benton
Springfield, MO 65802

Mr. John Cowherd, Commissioner
Missouri Clean Water Commission
1303 Deer Lane
Mount Vernon, MO 65712

Mr. Samuel D. Leake, Commissioner
Missouri Clean Water Commission
41690 Harrison Trail
Perry, MO 63462

Ms. Wallis Warren, Commissioner
Missouri Clean Water Commission
2671 Jefferiesburg Road
Beaufort, MO 63013

Mr. Dennis Wood, Commissioner
Missouri Clean Water Commission
P.O. Box 112
284 Lillian Lane
Kimberling City, MO 65686

Mr. Buddy Bennett, Commissioner
Missouri Clean Water Commission
1922 N Main Street
Higginsville, MO 64037-1527

Missouri Department of Natural Resources
Water Protection Program
Affordability Determination and Finding
(In accordance with RSMo 644.145)

Sedalia North Wastewater Treatment Facility
MSOP number MO-0023027
Pettis County

Section 644.145 RSMo requires DNR to make a “finding of affordability” when “issuing permits under” or “enforcing provisions of” state or federal clean water laws “pertaining to any portion of a combined or separate sanitary sewer system or publicly-owned treatment works.”

Description:

The City of Sedalia is served by three wastewater treatment facilities: Sedalia Central, Sedalia North, and Sedalia Southwest. The three facilities serve a population of approximately 21,387 people¹. The city’s Sedalia North facility was referred to enforcement for a Sanitary Sewer Overflow (SSO) which resulted in a fish kill in Sewer Branch Creek. The city currently has a fully executed Abatement Order on Consent (AOC) with the Department, which requires the city to conduct an Inflow and Infiltration (I/I) study and develop and implement an I/I plan to reduce SSOs from the city’s collection system.

Residential Connections: 8,532²

Commercial Connections: 3,005²

Total Connections: 11,537²

New Permit Requirements or Requirements Now Being Enforced:

The AOC that is being negotiated between the Department and the city will require the city to pay a civil penalty, damages, and investigative costs for the fish kill. The AOC will not require the city to complete any upgrades to its facility or collection system.

Range of Anticipated Costs Associated with Complying with Requirements:

The AOC will not cause the city to incur any expenses for upgrades.

¹ 2010 U.S. Census, U.S. Census Bureau

² MDNR Sewer Connections 2011, Fee Tracking System

(1) A community’s financial capability and ability to raise or secure necessary funding *(examine key indicators of the communities ability to raise funds);*

Current User Rates Per Year³ \$333.00

Rate Capacity or Pay as You Go Option:

Municipal Bond Rating⁴ (if applicable): A⁺

Bonding Capacity⁵: \$48,122,869

*(General Obligation Bond capacity allowed by constitution:
cities=up to 20% of taxable tangible property
sewer districts=up to 5% of taxable tangible property)*

Current outstanding debt⁶: \$70,811,891

(2) Affordability of pollution control options for the individuals or households of the community;

Current annual operating costs⁴ (exclude depreciation): \$2,113,699

Current per year user rate³: \$333.00

Estimated capital cost of pollution control options: N/A

Annual cost of additional⁴ *(operating costs and debt service)*: \$4,643,601

Estimated resulting user rate per year³: \$333.00

Adjusted Median Household Income⁷: \$33,823

Usage Rates as a percent of Median Household Income⁸: 0.98
(Rate/MHI)

³ City of Sedalia, Water Department, Billing Clerk – Trisha Hesley. $(\$ (3.95 \text{ per } 1000 \text{ gallons } * 5) + \$8.00) * 12 \text{ months} = \333.00 per year

⁴ City of Sedalia Financial Manager – Pam Burlingame

⁵ City of Sedalia 2011 Audit Report, Page 73: http://www.cityofsedalia.com/filestorage/202/270/4206/Audit_-_FY2011.pdf

⁶ City of Sedalia 2011 Audit Report, Page 11: http://www.cityofsedalia.com/filestorage/202/270/4206/Audit_-_FY2011.pdf

⁷ Median Household Income data from American Community Survey – Median income in the past 12 months – <http://factfinder2.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t>

Note: The median household income is adjusted for inflation according to the method suggested in the EPA CSO guidance for financial capability assessment and schedule development (<http://www.epa.gov/npdes/pubs/csafc.pdf>)

⁸ Rate / MHI: $(\$333 / \$33,823) * 100 = 0.98$

| | Financial Impact | Residential Indicator (Usage Rate as a percent of Median Household Income) |
|-------------------------------------|-------------------------|---|
| <input checked="" type="checkbox"/> | Low | Less than 1% MHI |
| <input type="checkbox"/> | Medium | Between 1% and 2% MHI |
| <input type="checkbox"/> | High | Greater than 2% MHI, Unknown |

(3) An evaluation of the overall costs and environmental benefits of the control technologies;

None Noted

(4) An inclusion of ways to reduce economic impacts on distressed populations in the community, including but not limited to low and fixed income populations. This requirement includes but is not limited to:

The Department and the city have negotiated a \$1,000 civil penalty to resolve the violations of the Missouri Clean Water Law and the city will be required to pay \$1,6740.70 for the State’s costs involved in investigating the SSOs. The AOC will also provide the city with an opportunity to perform a Supplemental Environmental Project (SEP) to offset a portion of the civil penalty. The city has proposed to spend approximately \$31,183 on the SEP to restore and enhance the riparian corridor of the Pearl River.

| Potentially Distressed Populations | |
|---|----------|
| Unemployment ⁹ for Sedalia, Pettis County 2010 | 8.7% |
| Adjusted Median Household Income for Sedalia, Pettis County | \$33,823 |
| Percent Population Growth/Decline ¹⁰ (1990-2010) | +8.0% |
| Percent of Households in Poverty ¹¹ | 19.7% |

⁹ Unemployment data from Missouri Department of Economic Development (February 2012) – <http://www.missourieconomy.org/pdfs/ure11202.pdf>

¹⁰ 2010 Census Population Data - <http://factfinder2.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t>
 2000 Census Population Data - <http://www.census.gov/popest/data/cities/totals/2009/tables/SUB-EST2009-04-29.xls>
 1990 Census Population Data – <http://www.census.gov/prod/cen1990/cp1/cp-1-27.pdf>

¹¹ Poverty data – American Community Survey- <http://factfinder2.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t>

Opportunity for cost savings or cost avoidance:
None Noted

Opportunity for changes to implementation/compliance schedule:
None Noted

(5) An assessment of other community investments relating to environmental improvements;

None Noted

(6) An assessment of factors set forth in the United States Environmental Protection Agency's guidance, including but not limited to the "Combined Sewer Overflow Guidance for Financial Capability Assessment and Schedule Development" that may ease the cost burdens of implementing wet weather control plans, including but not limited to small system considerations, the attainability of water quality standards, and the development of wet weather standards;

Secondary indicators for consideration

Socioeconomic, Debt and Financial Indicators

| Indicators | Strong (3 points) | Mid-Range (2 points) | Weak (1 point) | Score |
|---|----------------------------------|--------------------------|--------------------------------------|---|
| Bond rating indicator ⁴ | Above BBB or Baa | BBB or Baa | Below BBB or Baa | 3 A+ |
| Overall net debt ⁶ as a % of full market property value ⁵ | Below 2% | 2% - 5% | Above 5% | 1 (\$70,811,891 (Net Debt)/ \$240,242,972 (Full Market Value) *100 = 29.5% |
| Unemployment Rate ⁹ | >1% below Missouri average | ± 1% of Missouri average | >1% above Missouri average | 2 8.4% (State Unemployment Rate) - 8.7% (Sedalia's Unemployment Rate) = - 0.3% |
| Median household income ⁷ | More than 25% above Missouri MHI | ± 25% of Missouri MHI | More than 25% below Missouri average | 2 (((\$33,823 (Sedalia MHI)- \$44,306 (State MHI))/\$44,306 (State MHI)) *100 = 23.7% |

| | | | | |
|---|-----------|-----------|-----------|---|
| Property tax revenues ¹² as a % of full market property value ⁵ | Below 2% | 2% - 4% | Above 4% | 3 (\$2,007,420/\$240,242,972) *100= 0.83% |
| Property tax collection rate ⁴ | Above 98% | 94% - 98% | Below 94% | 2 95% |

$(3+1+2+2+3+2) / 6 = 2.17$

Average Score for Financial Capability Matrix: 2.17 (Mid-Range)

Residential Indicator (from Criteria #2 above): Low

Financial Capability Matrix

| Financial Capability Indicators Score from above ↓ | Residential Indicator (User rate as a % of MHI) | | |
|--|---|-----------------------------------|-------------------|
| | Low (Below 1%) | Mid-Range (Between 1.0% and 2.0%) | High (Above 2.0%) |
| Weak (below 1.5) | Medium Burden | High Burden | High Burden |
| Mid-Range (1.5 – 2.5) | Low Burden | Medium Burden | High Burden |
| Strong (above 2.5) | Low Burden | Low Burden | Medium Burden |

Estimated Financial Burden: Low Burden

(7) An assessment of any other relevant local community economic condition.

Sedalia’s population grew 8% from 1990-2010. In terms of economic strength, Pettis County is about average when compared to other counties in the State. The Percentage of labor force is 5% below the state average, the per capita wealth¹³ is 23% below the state average and the per capita income is 18% below the state average.

In terms of retail sales, Pettis County gains retail customers from surrounding counties and the County residents spend more than the state average on retail goods and services. The buying power index of Pettis County residents is about average when compared to the rest of the regional economy¹⁴.

¹² City of Sedalia 2011 Audit Report, Page 7: http://www.cityofsedalia.com/filestorage/202/270/4206/Audit_-_FY2011.pdf

¹³ Per capita wealth is calculated by taking a sum of appraised value of residential property, mobile homes and motor vehicles and this sum is then divided by County population.

¹⁴ Source: http://www.missourieconomy.org/pdfs/wc_wia_retail_trade_analysis.pdf

Conclusion and Finding

There have been no changes to the AOC as a result of this finding of affordability. The Department's enforcement action will not require the city to upgrade its facilities or collection systems serving the facilities; therefore, the city will not be required to make expenditures associated with the negotiated AOC.

Attachment A

City of Sedalia

Supplemental Environmental Project (SEP) for Missouri Clean Water Law Violations

The City of Sedalia, agrees to provide at least \$31,183 in expenditures for a voluntary restoration project as their SEP. The voluntary SEP will benefit the environment by removing trash from the Pearl River and establishing and improving the Pearl River's riparian corridor. The city will remove debris from the Pearl River and plant and maintain vegetation to improve the riparian corridor. The city will also provide educational outreach and conduct storm drain stenciling.

The city agrees to complete the items listed below within five (5) years of executing this AOC with the Department of Natural Resources' Water Protection Program. The city shall provide documentation to the Department to demonstrate items/services below have been completed and the required funds are committed and spent.

Supplemental Environmental Project Items:

1. Remove debris and trash from the riparian area of the Pearl River and prepare the area for planting.
2. Plant and maintain native vegetation that improves or establishes a riparian corridor along designated stretch of the Pearl River in Attachment B.
3. Stencil storm drain warnings in areas designated in Attachment B
4. Provide educational information that informs the public of water quality issues in urban settings

SEP Plan

Overview:

The intent of this project is to enhance the riparian corridor of the Pearl River. The SEP will focus on three main areas of concern: debris removal from the riparian area and the river channel; establishing and improving the riparian corridor through native tree and shrub plantings; and storm inlet stenciling. The SEP will also include an education comment to focus community attention to the restoration project.

Project Phases:

The first phase will focus on inventorying existing riparian corridors and urban features along the Pearl River. Areas along the riparian zone will be inspected and prioritized for debris removal,

riparian corridor restoration, and high profile inlet (storm drain) stenciling. Technical guidance during this phase will be provided by Missouri Department of Conservation (MDC) staff.

The second phase will consist of five elements.

1. The first element is riparian area debris removal and is scheduled for the spring and fall of 2013. There are long stretches of riparian area and river channel that are full of trash and debris. The trash and debris will be removed and properly disposed.
2. The second element consists of site prep for establishing and improving riparian corridor plantings and is scheduled for the fall of 2013 and spring 2014. The site prep will focus on four areas along the Pearl River.
3. The third element focuses on storm inlet stenciling around urban features which will be ongoing throughout the entire project 2013 to 2015. The stenciling will feature art work submitted by high school students and area artists at several highly visible storm drains, as well as, stenciling of all remaining storm drains in the watershed. The stenciling will help increase Pearl River awareness among downtown residents and businesses.
4. The fourth element consists of educational programs i.e. mailing, and public informational meetings.
5. Maintain the corridor enhancement long-term by placing a conservation easement on the corridor to ensure that it remains vegetated and is not mowed or developed.

The third phase will be the riparian corridor planting, and it is scheduled for the spring of 2014. Missouri Department of Conservation has agreed to provide tree bars or planters and technical advice for establishing the riparian corridor. This phase will also incorporate the use of mulch for water retention purposes around newly planted seedlings.

The fourth phase will consist of a three year maintenance program for the trees and is scheduled for 2015 through 2017.

SEP Budget:

The city has proposed to spend \$31,183 implementing the SEP. Implementation of the SEP will begin in the spring of 2013 and continue through the third quarter of 2017. A detailed project budget is below.

SEP Progress Reports:

The city shall submit to the Department SEP Progress Reports beginning with the first full year after the commencement of the implementation of the SEP, and continuing annually thereafter until the SEP is completed.

Compliance:

The city's SEP shall be deemed in compliance upon completion of the SEP as set for in the SEP Plan and Section IV. F of the AOC.

To the extent the city is unable to complete the SEP described in the SEP Plan, the city may submit the following request to the Department:

1. The city may request additional time from the Department to complete the above described SEP. Such request shall be made at least sixty days prior to the final complete date of the SEP.
2. The city may propose an alternate SEP proposal and schedule to the Department equal in cost to the difference in the amount the city has expended on the SEP as described above, and the proposed budget of \$31,183. Such a request shall be made at least 180 days prior to the final complete date as set forth above. The Department may approve an alternate SEP proposal and schedule for immediate implementation. If the Department approves an alternate SEP and schedule, the city's compliance shall be evaluated upon completion of the alternate SEP.

SEP Completion Report:

Within one hundred and twenty (120) days after the completion of the SEP, the city shall submit to the Department a SEP Completion Report as set forth in Section IV. F of the AOC.

SEP Budget Detail:

| Plant Type | Descriptions | Amount | Price | Totals |
|-----------------------------|-----------------------------|---------------|--------------|--------------------|
| Sandbar willow | 100+ | 200 | \$0.32 | \$ 64.00 |
| Witch Hazel | 10/40 count (Smaller trees) | 50 | \$1.00 | \$ 50.00 |
| Misc. | Larger trees | 20 | \$38.00 | \$ 760.00 |
| Deciduous Holly (Possumhaw) | 10/40 count (Smaller trees) | 50 | \$1.00 | \$ 50.00 |
| Washington Hawthorn | 10/40 count (Smaller trees) | 50 | \$1.00 | \$ 50.00 |
| Oak, Swamp White | Larger trees | 20 | \$53.00 | \$ 1,060.00 |
| Dogwood | Larger trees | 20 | \$53.00 | \$ 1,060.00 |
| Washington Hawthorn | 10/40 count (Smaller trees) | 50 | \$1.00 | \$ 50.00 |
| Ninebark | Larger trees | 100 | \$1.00 | \$ 100.00 |
| Slender bush clover | 10/40 count (Smaller trees) | 100 | \$1.00 | \$ 100.00 |
| Sandbar Willow | 100+ | 500 | \$0.32 | \$ 160.00 |
| Dogwood Flowering | Larger Trees | 40 | \$53.00 | \$ 2,120.00 |
| Cotton Wood | 10/40 count (smaller trees) | 50 | \$1.00 | \$ 50.00 |
| Oak, Swamp White | Larger trees | 20 | \$53.00 | \$ 1,060.00 |
| Dogwood | Larger trees | 20 | \$53.00 | \$ 1,060.00 |
| Washington Hawthorn | 10/40 count (Smaller trees) | 50 | \$1.00 | \$ 50.00 |
| Ninebark | Larger trees | 100 | \$1.00 | \$ 100.00 |
| Slender bush clover | 10/40 count (Smaller trees) | 100 | \$1.00 | \$ 100.00 |
| | | | Total | \$ 8,044.00 |

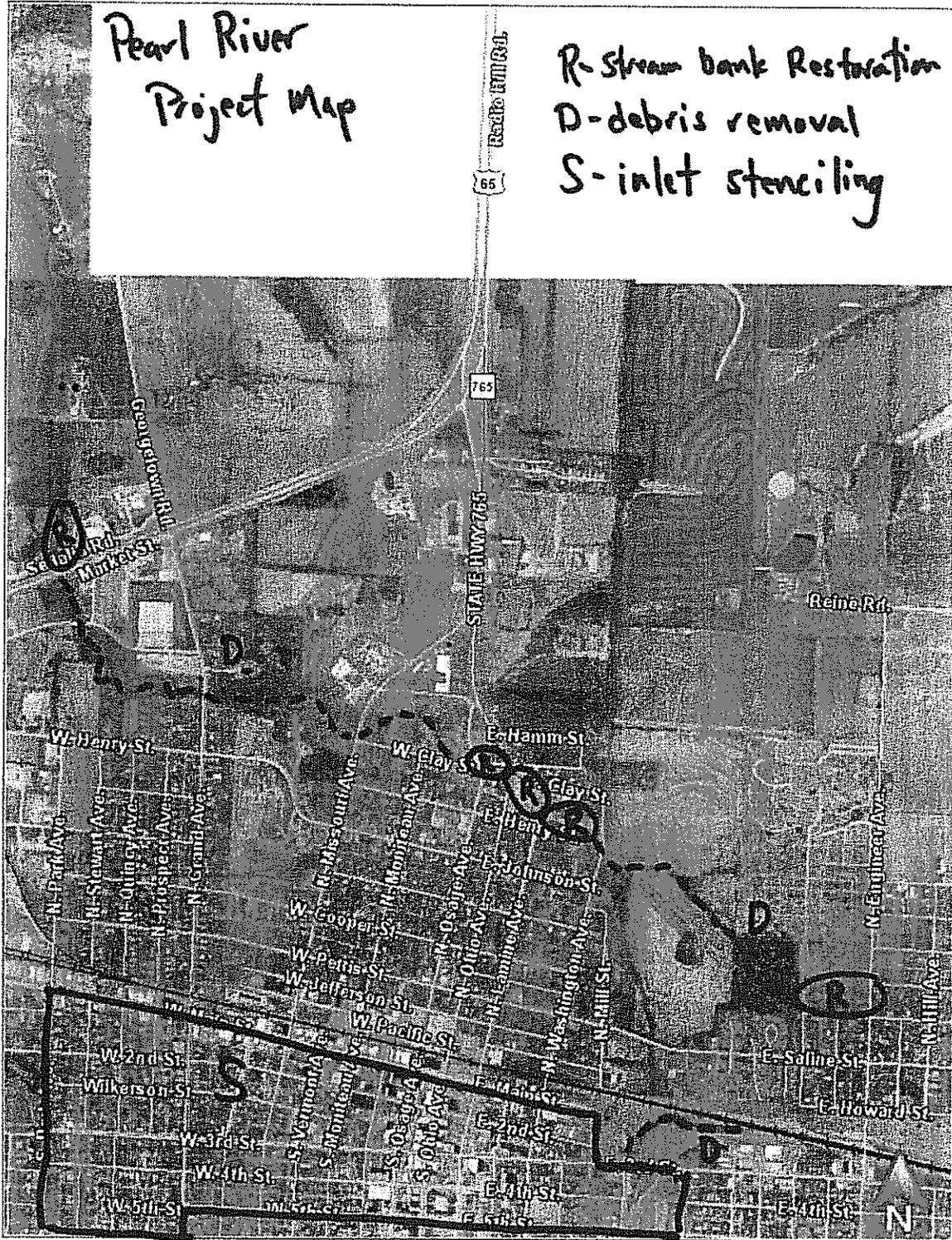
| Activity or Product | Tree Number | Descriptions | Amount | Price | Totals |
|--|-----------------------|---------------------|--------|-----------|---------------------|
| Tree prep. Roundup | | 2.5 gallons | 5 | \$ 25.00 | \$ 125.00 |
| Tree planting | 16 hrs. for 3 Ops. | Equipment | 24 | \$ 17.00 | \$ 408.00 |
| Tree planting | 16 hrs. for 1 Sr. Op. | Sr. Equip. Op | 8 | \$ 20.00 | \$ 160.00 |
| Tree prep. Dig hole and plant | 16 hrs. for 3 Ops. | Equipment Op. | 48 | \$ 17.00 | \$ 816.00 |
| Tree prep. Dig hole and plant | 16 hrs. for 1 Sr. Op. | Sr. Equipment Op. | 16 | \$ 20.00 | \$ 320.00 |
| Compost at bottom | Compost site | Compost (City's) | 2 | \$ 20.00 | \$ 30.00 |
| Woodchips | Mulch | Woodchips (City's) | 3 | n/a | |
| Site prep. Debris removal (Fall 2013 Oct. to Nov.) | FEMA Rates | Dumptrucks (2) | 80 | \$ 35.00 | \$ 2,800.00 |
| Site prep. Debris removal (Fall 2013 Oct. to Nov.) | FEMA Rates | Backhoe | 40 | \$ 35.00 | \$ 1,400.00 |
| Site prep. Debris removal (Fall 2013 Oct. to Nov.) | FEMA Rates | Grapple Truck | 16 | \$ 70.00 | \$ 1,120.00 |
| Site prep. Debris removal (Fall 2013 Oct. to Nov.) | FEMA Rates | Skid-Steer Loader | 80 | \$ 18.00 | \$ 1,440.00 |
| Site prep. Debris removal (Fall 2013 Oct. to Nov.) | FEMA Rates | BoomTruck | 40 | \$ 6.74 | \$ 269.60 |
| Site prep. Debris removal (Fall 2013 Oct. to Nov.) | | Debris Removal | 80 | \$ 133.65 | \$ 10,692.00 |
| Site Prep. (Spring 2014 Mar. to Apr.) | 4 hr. for 4 people | Equipment Operators | 16 | \$ 17.00 | \$ 272.00 |
| Roundup (Spring 2014 Mar. to Apr.) | | 2.5 gallons | 2 | \$ 25.00 | \$ 50.00 |
| Tree planting (Spring 2014 Mar. To Apr.) | 24 hrs. for 3 Ops. | Equipment | 72 | \$ 17.00 | \$ 1,224.00 |
| Tree planting (Spring 2014 Mar. To Apr.) | 24 hrs. for 1 Sr. Op. | Sr. Equip. Op | 24 | \$ 20.00 | \$ 480.00 |
| Roundup (Spring 2014 Mar. to Apr.) | | 2.5 gallons | 5 | \$ 25.00 | \$ 125.00 |
| Site Prep. (Spring 2014 Mar. to Apr.) | 4 hr. for 4 people | Equipment Operators | 16 | \$ 17.00 | \$ 272.00 |
| Tree planting (Spring 2014 Mar. To Apr.) | 16 hrs. for 3 Ops. | Equipment | 48 | \$ 17.00 | \$ 816.00 |
| Tree planting (Spring 2014 Mar. To Apr.) | 16 hrs. for 1 Sr. Op. | Sr. Equip. Op | 16 | \$ 20.00 | \$ 320.00 |
| Total | | | | | \$ 23,139.60 |

| | |
|--|---------------------|
| Tree Budget | \$ 8,044.00 |
| Site Preparation and Debris Removal | \$ 23,139.60 |
| Project Total Budget | \$ 31,183.60 |

Table 1: Pearl River SEP Implementation Timeline

| | 2013 | | | | 2014 | | | | 2015 | | | | 2016 | | | | 2017 | | | |
|------------------|------|----|----|----|------|----|----|----|------|----|----|----|------|----|----|----|------|----|----|----|
| | Q1 | Q2 | Q3 | Q4 |
| Project Planning | █ | | | | █ | | | | █ | | | | █ | | | | █ | | | |
| Debris Removal | | | █ | | | | █ | | | | █ | | | | █ | | | | █ | |
| Site Prep | | | █ | | | | | | | | | | | | | | | | | |
| Planting | | | | | | █ | | | | | | | | | | | | | | |
| Maintenance | | | | | | | | | | | | | | | | | | █ | | |
| Stenciling | | | | | | | | | | | | | | | | | | | | |
| Education | | | | | | | | | | | | | | | | | | | | |

Sedalia, MO



BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE VACATING AN EXISTING SANITARY SEWER EASEMENT TO WRL INVESTMENTS, L.P. FROM THE CITY OF SEDALIA, MISSOURI FOR PROPERTY LOCATED AT 3110 WEST BROADWAY.

WHEREAS, in the development of the property known as 3110 West Broadway by WRL Investments, L. P., a Missouri Limited Partnership, an existing sanitary sewer easement in favor of the City of Sedalia, Missouri is no longer necessary and should be vacated by Quit Claim Deed; and

WHEREAS, in a companion ordinance, the City of Sedalia will accept a new and distinct sanitary sewer easement located at 3110 West Broadway from WRL Investments, L. P., a Missouri Limited Partnership.

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, authorizes and directs the Mayor to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri on a Quit Claim Deed from the City of Sedalia to WRL Investments, L. P., as proposed on the attached Quit Claim Deed attached as Exhibit A.

Section 2. The City Clerk is hereby directed to file in her office a duplicate or copy of the deed after it has been executed by the parties or their duly authorized representatives and after said deed has been recorded with the Pettis County Recorder of Deed's office.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 23rd day of May, 2013.

Presiding Officer of the Council

Approved by the Mayor of said City this 23rd day of May, 2013.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC
City Clerk

Title of Document: **QUIT CLAIM DEED**

Execution Date of Document: _____

Grantor's Name & Mailing Address: **City of Sedalia, a Missouri Municipal Corporation, 200 South Osage Avenue, Sedalia, Missouri 65301 (Attention: City Administrator)**

Grantee's Name & Mailing Address: **WRL Investments, L.P., a Missouri limited partnership, 675 Rawhide Drive, Olathe, Kansas 66061**

Book/Page & Document Type Referred to in this Document: **N/A**

Legal Description of Property:

15' SANITARY SEWER EASEMENT
VACATION OF A CERTAIN LENGTH OF A 15' WIDE EASEMENT IN THE EAST HALF OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 21 WEST, IN THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI; SAID EASEMENT DESCRIBED IN BOOK 3 PAGE 450 OF THE PETTIS COUNTY LAND RECORDS; THE PORTION OF SAID 15' WIDE EASEMENT TO BE VACATED DESCRIBED AS FOLLOWS: COMMENCING AT A POINT BEING THE INTERSECTION OF THE NORTH LINE OF U.S. ROUTE 50 AND THE EAST LINE OF AFORESAID SECTION 6; THENCE ALONG SAID NORTH LINE OF U.S. ROUTE 50 NORTH 65°19'38" WEST 380.00' TO A POINT; THENCE DEPARTING THE NORTH LINE OF SAID ROUTE NORTH 1°21'38" EAST 400.00' TO A POINT; THENCE NORTH 54°16'21" WEST 186.67' TO A POINT; SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 24°40'22" EAST 15.46' TO A POINT; THENCE SOUTH 79°17'38" EAST 159.41' TO A POINT; THENCE SOUTH 10°42'22" WEST 15.00' TO A POINT; THENCE NORTH 79°17'38" WEST 163.14' TO A POINT; SAID POINT BEING THE POINT OF BEGINNING

Note: The intent of this document is to vacate the above described sanitary sewer easement.

KNOW ALL MEN BY THESE PRESENTS, WITNESSETH: THAT SAID GRANTOR, in consideration of good and other valuable consideration to it provided by the said Grantee consisting of the conveyance of a new sanitary sewer easement to Grantor, the receipt of which is hereby acknowledged, does by these presents, Remise, Release, and forever Quit-Claim, unto the said Grantee, its assigns and successors, the following described sanitary sewer easement, lying, being and situated in the County of Pettis and State of Missouri, subject to easements and encumbrances of record:

SEE LEGAL DESCRIPTION DESCRIBED ABOVE.

TO HAVE AND TO HOLD the same, with all the rights, immunities, privileges and appurtenances thereto belonging unto said Grantee, its assigns and successors forever; so that neither the Grantor; nor any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, The said Grantor has caused these presents to be signed by its Mayor and attested by its Municipal Clerk, and the seal of City of Sedalia, Missouri to be hereto attached, the day and year first above written.

City of Sedalia, Missouri

By: _____
Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC
City Clerk

(SEAL)

STATE OF MISSOURI)
) ss.
COUNTY OF PETTIS)

On this ____ day of _____, 2013, before me appeared Mary Elaine Horn, to me personally known, who being by me duly sworn, did say that she is Mayor of the City of Sedalia, a Missouri municipal corporation, and that the seal affixed to the foregoing instrument is the seal of said City and that said instrument was signed and sealed in behalf of said municipal corporation by the authority of the City Council of the City of Sedalia, and said Mary Elaine Horn acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Sedalia, Missouri, the day and year last above written.

Notary Public within and for
said County and State.

My Commission Expires:

(SEAL)

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A SANITARY SEWER EASEMENT AND ACCEPTING SAID SANITARY SEWER FOR CITY MAINTENANCE FROM WRL INVESTMENTS, L.P. FOR PROPERTY LOCATED AT 3110 WEST BROADWAY.

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 an easement for sanitary sewer easement purposes from WRL Investments, L. P., a Missouri Limited Partnership, as proposed on the attached easement known as Exhibit A.

Section 2. The Council of the City of Sedalia, Missouri, hereby also approves and accepts for City maintenance said Sanitary Sewer as described on the attached easement.

Section 3. The City Clerk is hereby directed to file in her office a duplicate or copy of the easement after it has been executed by the parties or their duly authorized representatives and after said easement has been recorded with the Pettis County Recorder of Deed's office.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 23rd day of May, 2013.

Presiding Officer of the Council

Approved by the Mayor of said City this 23rd day of May, 2013.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC
City Clerk

To: Gary Edwards
From: Bill Beck
Date: May 14, 2013
Subject: Sewer Easement from McCarthy Toyota

McCarthy Toyota had to relocate the sewer main in order to expand their current building. I would like to request we accept the sewer easement for the location of the new sewer main. The main was installed to city specification and inspected by city staff as it was installed.

Thank you.

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

Arlene Silvey, MRCC, City Clerk
City of Sedalia
Municipal Building Office 100
200 S. Osage Avenue
Sedalia, MO 65301

McCarthy Toyota, 3110 W Broadway Blvd– Sanitary Easement Release Request

Ms. Silvey,

This letter is being provided to the City, as a petition for review, to release a portion of an existing sanitary sewer easement located entirely on the McCarthy Toyota property at 3110 W Broadway Blvd. The existing sewer line & easement are in conflict with a proposed building expansion and are proposed to be re-aligned to the North, around the structure, as shown on the attached plan, "Attachment C", permitted with the City. Also attached is a copy of the proposed sanitary easement document, "Attachment B", to be filed with Pettis County Recorder and an exhibit showing the portion of the existing easement to be released "Attachment A".

Legal description of easement to be released:

VACATION OF A CERTAIN LENGTH OF A 15' WIDE EASEMENT IN THE EAST HALF OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 21 WEST, IN THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI; SAID EASEMENT DESCRIBED IN BOOK 3 PAGE 450 OF THE PETTIS COUNTY LAND RECORDS;

*THE PORTION OF SAID 15' WIDE EASEMENT TO BE VACATED DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT BEING THE INTERSECTION OF THE NORTH LINE OF U.S. ROUTE 50 AND THE EAST LINE OF AFORESAID SECTION 6; THENCE ALONG SAID NORTH LINE OF U.S. ROUTE 50 NORTH 65°19'38" WEST 380.00' TO A POINT; THENCE DEPARTING THE NORTH LINE OF SAID ROUTE NORTH 1°21'38" EAST 400.00' TO A POINT; THENCE NORTH 54°16'21" WEST 186.67' TO A POINT; SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 24°40'22" EAST 15.46' TO A POINT; THENCE SOUTH 79°17'38" EAST 159.41' TO A POINT; THENCE SOUTH 10°42'22" WEST 15.00' TO A POINT; THENCE NORTH 79°17'38" WEST 163.14' TO A POINT; SAID POINT BEING THE POINT OF BEGINNING*

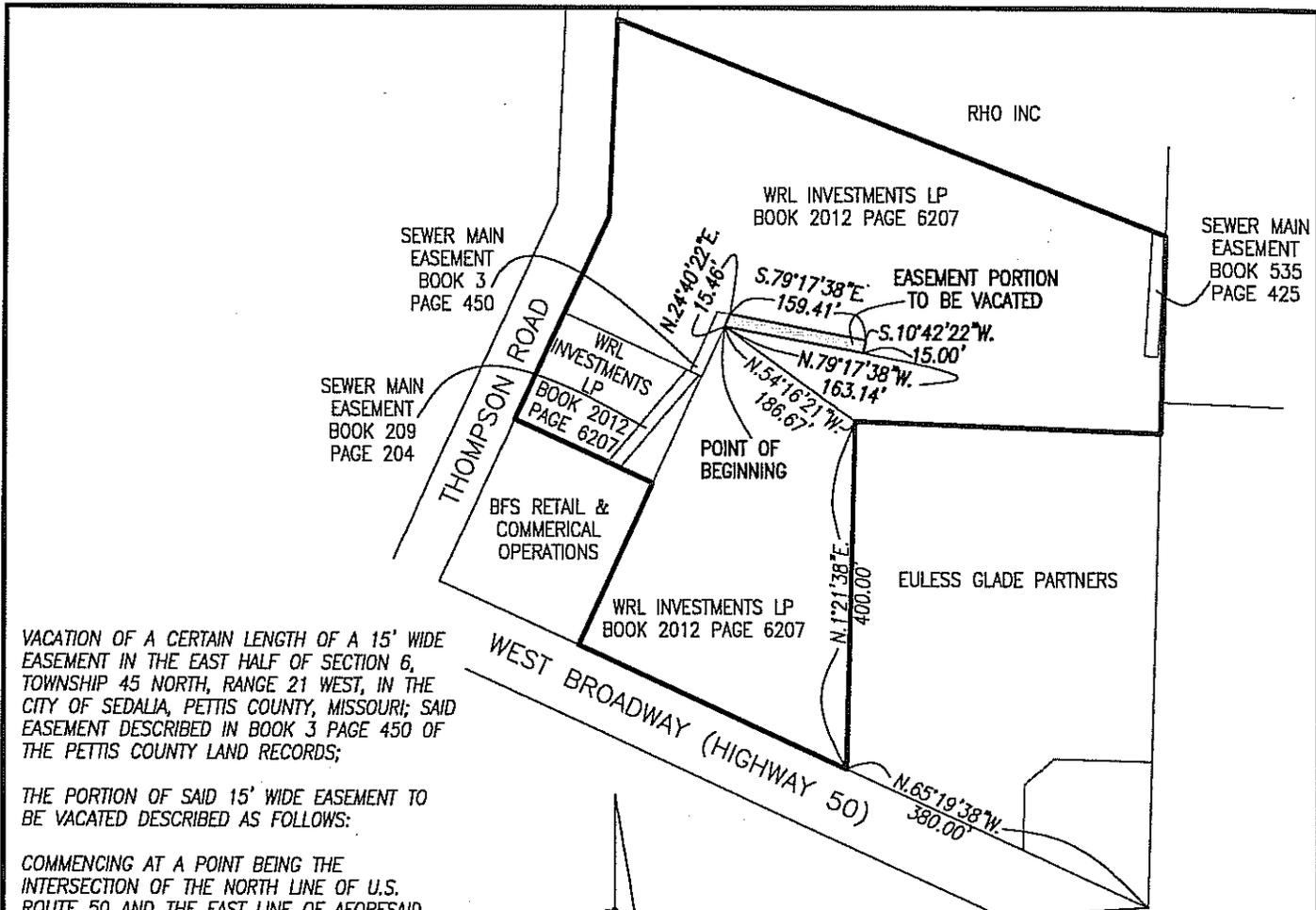
Please review the provided information and let me know if anything further is required for the City to provide the release of the easement in question.

Signed,

John McCarthy, President, Petitioner
(3110 W Broadway Blvd., Sedalia, MO 65301)
WRL Investments L.P.
675 Rawhide Dr
Olathe, KS 66061
Phone: (913) 324-7200

Date

Attachment A
Easement Release Exhibit



VACATION OF A CERTAIN LENGTH OF A 15' WIDE EASEMENT IN THE EAST HALF OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 21 WEST, IN THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI; SAID EASEMENT DESCRIBED IN BOOK 3 PAGE 450 OF THE PETTIS COUNTY LAND RECORDS;

THE PORTION OF SAID 15' WIDE EASEMENT TO BE VACATED DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT BEING THE INTERSECTION OF THE NORTH LINE OF U.S. ROUTE 50 AND THE EAST LINE OF AFORESAID SECTION 6;

THENCE ALONG SAID NORTH LINE OF U.S. ROUTE 50 NORTH 65°19'38" WEST 380.00' TO A POINT;

THENCE DEPARTING THE NORTH LINE OF SAID ROUTE NORTH 1°21'38" EAST 400.00' TO A POINT;

THENCE NORTH 54°16'21" WEST 186.67' TO A POINT;

SAID POINT BEING THE POINT OF BEGINNING;

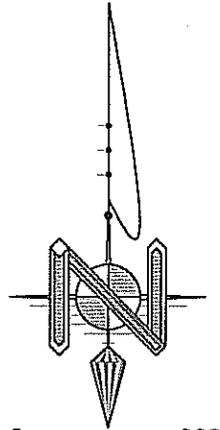
THENCE NORTH 24°40'22" EAST 15.46' TO A POINT;

THENCE SOUTH 79°17'38" EAST 159.41' TO A POINT;

THENCE SOUTH 10°42'22" WEST 15.00' TO A POINT;

THENCE NORTH 79°17'38" WEST 163.14' TO A POINT;

SAID POINT BEING THE POINT OF BEGINNING;



POINT OF COMMENCEMENT INTERSECTION OF THE NORTH LINE OF U.S. ROUTE 50 AND THE EAST LINE OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 21 WEST, IN THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI

VACATION EXHIBIT
(NOT A BOUNDARY SURVEY)

STATE OF MISSOURI
ZACHARY WINTERS
NUMBER
PLS-2006016646
PROFESSIONAL LAND SURVEYOR

LICENSEE: CIVEN, INC.
CERTIFICATE OF AUTHORITY:
2007015029
AGENT: ZACHARY WINTERS, PLS
DISCIPLINE: LAND SURVEYING
LICENSE No.: PLS-2006016646

| | | |
|---|----------------------------|------------|
| CIVEN, INC. 528 SOUTH JOPLIN AVENUE - JOPLIN, MO 64801 TEL 877.982.4836 - FAX 877.992.4836 www.civen.com - info@civen.com | | |
| MCCARTHY AUTO GROUP 4550 W 109TH STREET LEAWOOD, KS 66211 | | |
| TOYOTA OF SEDALIA EASEMENT AND VACATION | | |
| DRAWN BY ZW | DATE PRINTED 05/07/2013 | SHEET 1 |
| CHECKED BY ZW | PROJECT No. 2027-002 | OF 1 |

Attachment B
Proposed Sanitary Easement Document

SEC 16 TW 45N RG 21W
McCarthy Toyota of Sedalia
WRL Investments LP
675 Rawhide Dr
Olathe, KS 66061

**PERMANENT EASEMENT
FOR
WASTEWATER IMPROVEMENTS AND APPURTENANCES**

Let it be known that WRL Investments, L.P., hereafter called the **GRANTOR**, on this ____ day of _____, 2013, for and in consideration of \$1.00, the receipt of which is acknowledged, does grant, remise, release and forever Quit-Claim unto Sedalia, a Municipal Corporation, located in the County of Pettis, State of Missouri, hereafter called the **GRANTEE**, a **Permanent Easement** for the location, construction, reconstruction, maintenance, and repair of wastewater improvements and any appurtenances thereto, over under and through the following described tract of land situated in Sedalia, Pettis County, Missouri, to-wit:

EASEMENT DESCRIPTION:

A 15' WIDE EASEMENT IN THE EAST HALF OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 21 WEST, IN THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI;

THE CENTERLINE OF SAID 15' WIDE EASEMENT DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT BEING THE INTERSECTION OF THE NORTH LINE OF U.S. ROUTE 50 AND THE EAST LINE OF AFORESAID SECTION 6; THENCE ALONG SAID NORTH LINE OF U.S. ROUTE 50 NORTH 65°19'38" WEST 380.00' TO A POINT; THENCE DEPARTING THE NORTH LINE OF SAID ROUTE NORTH 1°21'38" EAST 400.00' TO A POINT; THENCE NORTH 53°0'20" WEST 195.20' TO A POINT; SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 24°40'26" EAST 152.83' TO A POINT; THENCE SOUTH 65°22'58" EAST 194.97' TO A POINT; THENCE SOUTH 10°0'0" EAST 102.37' TO A POINT; THENCE NORTH 89°30'23" EAST 248.09' TO A POINT ON THE EAST LINE OF SAID SECTION 6; SAID POINT BEING THE POINT OF TERMINATION

**SEE ATTACHMENT A – “EASEMENT EXHIBIT”
ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF**

The GRANTEE, its agents, employees or independent contractors shall have the right to go upon the above described tracts of land, for the purpose of constructing, maintaining, and repairing the wastewater improvements and appurtenances thereto, and shall upon completion of such construction, maintenance or repair, cause the land of the GRANTOR to be restored to substantially the same condition that existed prior to the GRANTEE'S entry upon it.

The GRANTOR herein agrees for itself and it's heirs, successors or assigns, that the tract of land over which a permanent wastewater improvement easement is being granted shall be kept free from buildings or any other structures or obstructions (except grass, shrubs, fences, sidewalks, roadways, pavement or curbs) that would interfere with the GRANTEE in excavating upon said permanent easement for the purposes of laying, constructing, operating, maintaining or repairing wastewater improvements and any appurtenances incidental thereto.

These easements shall not be construed to prohibit the GRANTOR from developing any adjoining property or from the laying out, establishing and constructing of pavement, surfacing of roadways, curbing and gutters along, upon, over or across said easement or any portion thereof.

GRANTOR further states that it is lawfully seized of title to the land through which said easement is granted, and that it has good and lawful right to convey said easement to the GRANTEE herein.

WRL Investments, L.P.

_____(Sign)
John McCarthy, President

ACKNOWLEDGEMENT

STATE OF _____)

) ss

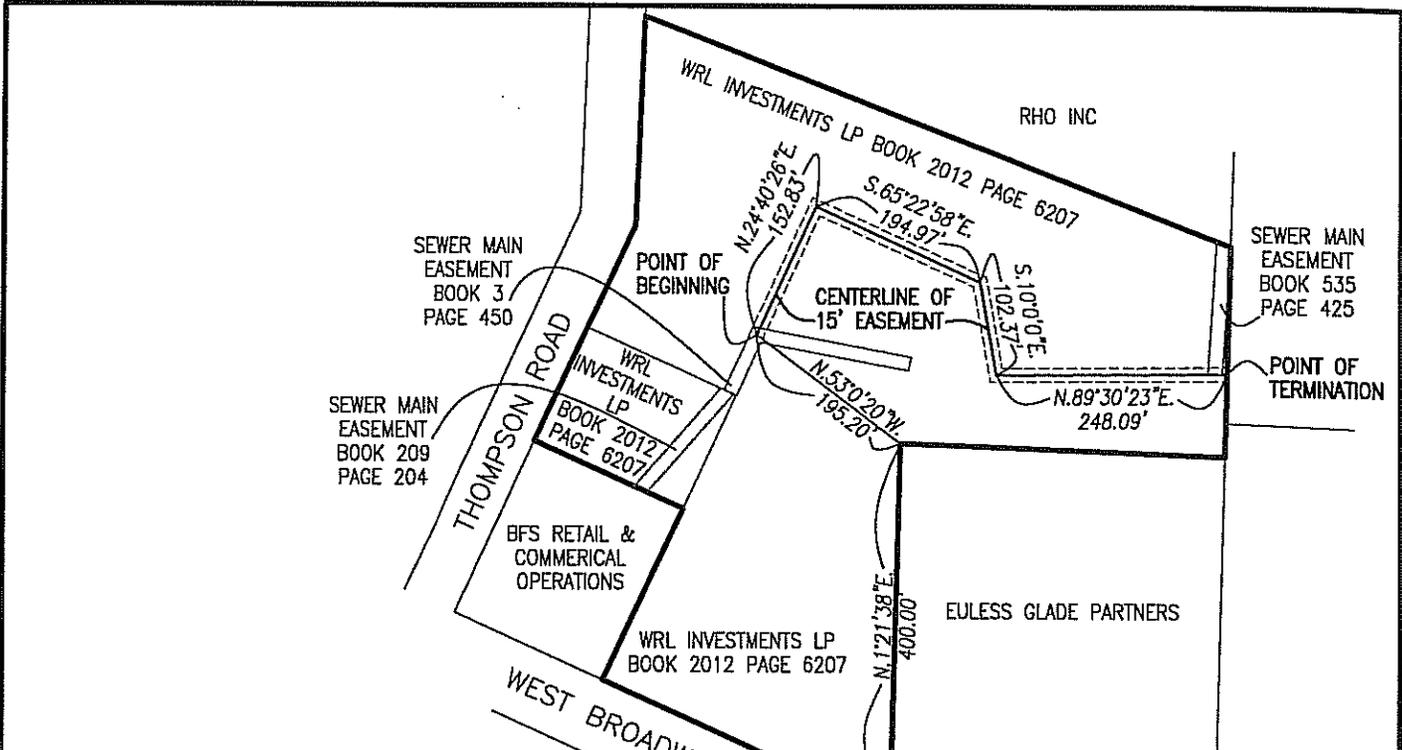
COUNTY OF _____)

On this ____ day of _____, 2013, before me appeared John McCarthy, President of WRL Investments, L.P., who executed the foregoing instrument; and acknowledged that he/she executed the same as a free act and deed and on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal, the day and year last above written.

Notary Public

My Commission expires _____



A 15' WIDE EASEMENT IN THE EAST HALF OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 21 WEST, IN THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI;

THE CENTERLINE OF SAID 15' WIDE EASEMENT DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT BEING THE INTERSECTION OF THE NORTH LINE OF U.S. ROUTE 50 AND THE EAST LINE OF AFORESAID SECTION 6;

THENCE ALONG SAID NORTH LINE OF U.S. ROUTE 50 NORTH 65°19'38" WEST 380.00' TO A POINT;

THENCE DEPARTING THE NORTH LINE OF SAID ROUTE NORTH 1°21'38" EAST 400.00' TO A POINT;

THENCE NORTH 53°0'20" WEST 195.20' TO A POINT;

SAID POINT BEING THE POINT OF BEGINNING;

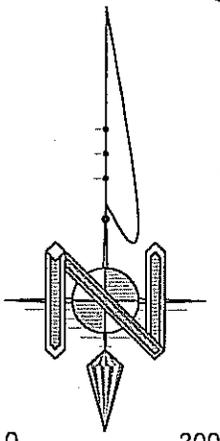
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THENCE SOUTH 10°0'0" EAST 102.37' TO A POINT;

THENCE NORTH 89°30'23" EAST 248.09' TO A POINT ON THE EAST LINE OF SAID SECTION 6;

SAID POINT BEING THE POINT OF TERMINATION;



POINT OF COMMENCEMENT INTERSECTION OF THE NORTH LINE OF U.S. ROUTE 50 AND THE EAST LINE OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 21 WEST, IN THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI

EASEMENT EXHIBIT
(NOT A BOUNDARY SURVEY)



LICENSEE: CIVEN, INC.
 CERTIFICATE OF AUTHORITY: 2007015029
 AGENT: ZACHARY WINTERS, PLS
 DISCIPLINE: LAND SURVEYING
 LICENSE No.: PLS-2006018646

CIVEN, INC.
 528 SOUTH JOPLIN AVENUE - JOPLIN, MO 64801
 TEL 877.982.4836 - FAX 877.992.4836
 www.civen.com - info@civen.com

MCCARTHY AUTO GROUP
 4550 W 109TH STREET
 LEAWOOD, KS 66211

TOYOTA OF SEDALIA
 EASEMENT AND VACATION

| | | |
|-------------------------|-----------------------------------|----------------------------------|
| DRAWN BY ZW | DATE PRINTED 05/07/2013 | SHEET 1 OF 1 |
| CHECKED BY ZW | PROJECT No. 2027-002 | |



Attachment C
Sanitary Main Extension Plan

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 9940 RELATING TO AMENDING AN EXISTING CLASSIFICATION AND JOB DESCRIPTION FOR EQUIPMENT OPERATOR I FOR THE PUBLIC WORKS DEPARTMENT IN THE CITY OF SEDALIA, MISSOURI.

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

Section 1. Ordinance No. 9940 is hereby amended by amending an existing employment classification and job description for Equipment Operator I for the Public Works Department for the efficient operation of the City of Sedalia, as follows:

Amendments:

Equipment Operator I – Public Works Department. Said job description is attached hereto and made a part hereof as if fully set out herein. (Deleting language under essential duties and responsibilities. Deleting the word “related” from Number 17.)

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 23rd day of May 2013.

Presiding Officer of the Council

Approved by the Mayor of said City this 23rd day of May 2013.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC
City Clerk



CITY OF SEDALIA, MISSOURI

Job Description

| | | | |
|-------------------|------------------------------------|---------------------------|-------|
| Job Title: | EQUIPMENT OPERATOR I | | |
| Department: | Public Works | | |
| Supervisor: | Public Works Supervision Structure | | |
| Date: | May 2013, Revision 2 | Position No. | PW/14 |
| FLSA Status: | Non-Exempt | Random Substance Testing: | Y |

Job Summary:

This position is responsible for operating heavy equipment to facilitate public works processes.

Job Scope:

The purpose of this position is to operate heavy equipment. Successful performance helps ensure efficient department operations.

Essential Duties and Responsibilities:

1. Occasionally may operate the street sweeper.
2. Operates various pieces of mowing equipment.
3. Operates snow and ice control equipment.
4. Operates a front-end loader, backhoe, dump truck, and bobcat.
5. Operates various hand and power tools.
6. Installs pipes and culverts.
7. Forms, pours, and finishes concrete.
8. May performs locates for buried municipal utilities.
9. Trims trees and bushes.
10. Assists with street and storm sewer repairs; seals and patches cracks and holes in streets.
11. Lays asphalt.
12. Welds and fabricates parts.
13. Performs preventive maintenance on trucks and equipment.
14. Picks up limbs and debris following storms; picks up leaves.

15. May be required to clean catch basins.
16. Occasionally operates dump truck.
17. Performs other duties as assigned.

Duties Specific to Wastewater Department:

1. Performs all types of repairs on the sewer utility including sewer main repairs, sewer lateral service repairs, manhole repairs, and pipe patch repairs.
2. Enters and performs cleaning and/or repair work in confined spaces and/or open trenches.
3. Operate jet and vacuum trucks
4. Assist in lift station maintenance and monitoring
5. Performs smoke testing and/or dye testing within the sewer collection and storm water collection systems.
6. May be required to hang door hangers on residences and to communicate with homeowners and/or residents regarding sewer issues.
7. Required to fill out Emergency crew complaint forms and keep records of sewer work as required by the supervisor.

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. 1 year related experience
3. Must obtain a Missouri Class "B" CDL license with air brake endorsement within 6 months of employment.
4. Must have a valid Missouri drivers license.
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 department functions, policies, and procedures.
2. Knowledge of safety rules and precautions in equipment operations.
3. Skill in responding to call backs.
4. Skill in carrying out oral and written instructions.

5. Skill in working in adverse weather conditions.
6. Skill in working independently or as a crew member.
7. Skill in welding and fabricating parts.
8. Skill in performing routine and preventive maintenance on equipment.
9. Skill in operating heavy equipment.
10. Skill in using hand and power tools.
11. Skill in oral and written communication.

Guidelines:

1. City and department policies and procedures, building codes, safety regulations, traffic laws, and supervisory instructions.
2. Guidelines require judgment, selection, and interpretation in application.

Complexity:

The work consists of related duties in operating heavy equipment. Operating equipment in high traffic areas, inclement weather, and equipment breakdowns contribute to the complexity of the work.

Principal Working Relationships:

1. Co-workers, other city employees.
2. General public.

Purpose of Contacts:

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

Supervisory and Management Responsibility:

None.

Physical Demands:

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

The work is typically performed while intermittently sitting, standing, walking, bending, crouching or stooping. The employee may be required to lift light and heavy objects up to 80 lbs., climbs in and out of equipment and uses tools or equipment requiring a high degree of dexterity. The employee may be required to distinguish between shades of color.

Work Environment:

The work is typically performed 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 hard hats, gloves, safety glasses and work boots. May be required to be on call on a rotating schedule and work weekends and/or holidays.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A FACILITIES USE AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND THE MISSOURI STATE FAIRGROUNDS FOR THE 2013 JULY 4TH FIREWORKS DISPLAY.

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 terms of the said agreement in substantially the same form and content as proposed and attached to this ordinance and incorporated herein by reference.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 23rd day of May 2013.

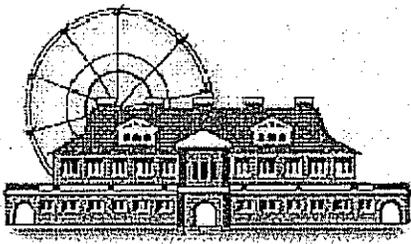
Presiding Officer of the Council

Approved by the Mayor of said City this 23rd day of May 2013.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC
City Clerk



Missouri State Fair Facilities Use Agreement

Customer No: 558 **Tax Exempt**
 Contract No: **6230** Event Dates: **7/4/2013 - 7/4/2013**
 Name: City of Sedalia
 Contact: Office of Mayor
 Street: 200 S Osage
 Town: Sedalia MO 65301

Event Name: July 4th Celebration & Fireworks Show
 Move In Date: 7/3/2013 Move Out Date: 7/5/2013
 Phone: (660) 827-3000 Cellular
 Alt Phone: Fax No:
 EMail:
 Website:

DEPOSIT AMOUNT DUE: \$0.00

(Deposit amount is deducted from total balance due and is non-refundable.)

DEPOSIT DUE DATE: 6/7/2013

| <u>Building/Grounds Rented</u> | <u>Days Used</u> | <u>Quantity</u> | <u>Unit Price</u> | <u>Extended Total</u> |
|--------------------------------------|------------------|-----------------|-------------------|-----------------------|
| Grandstand / Speedway | 1 | 1 | \$0.00 | \$0.00 |
| Total For Building(s) Rented: | | | | \$0.00 |

Trade-in-Kind - Supportive action from City & County Governments and Community Organizations - \$2,100 @ No Charge.

Any additional fees to be invoiced to: Sedalia Blue Ribbon.

Sedalia Fire Department will be provided access as needed for inspection of event.

Fireworks company to provide Certificate of Insurance for \$5,000,000 per occurrence with City of Sedalia & MSF additional insured.

If you would like your event set up by our staff, you must provide a layout to us two (2) weeks in advance of your event or you will be responsible to make any set-up changes or an additional fee may be incurred.

BEFORE SIGNING, PLEASE READ ATTACHED PROVISIONS!

Please sign and return this agreement along with a Certificate of Insurance listing State of Missouri / Missouri State Fair as the additional named insured and Certificate Holder. Thank you.

Missouri State Fair
 2503 W 16th Street
 Sedalia, MO 65301 (660) 530-5600

City of Sedalia
 Office of Mayor

By: _____

C. Michael Riley, Events Manager

By: _____

Print Name: _____

Date: _____

Date: _____

Today's Date: 5/7/2013

Federal I.D. or Social Security Number: _____

FACILITIES USE AGREEMENT (cont'd)

1. Payment of Fee for Facility Use:

Licensee hereby covenants and agrees:

- A. To pay to the Missouri State Fair (MSF) for the use of the Facility described on Page 1 of this Agreement. Net receipts from admission ticket sales shall be the amount arrived at by deducting any applicable state, local or county sales tax from the gross receipts received from the sale of admission tickets.
- B. To pay, within 30 days from the date of the event completion and presentation of the invoice, any unpaid charge that the Licensee owes to MSF. Licensee is responsible to pay to the applicable authority all state, local and county sales taxes due on each paid admission.
- C. To submit the signed Facilities Use Agreement issued for this event along with a non-refundable deposit as stated on Page 1 of this Agreement to MSF by the due date as shown on Page 1. If Licensee does not return the signed Facilities Use Agreement and non-refundable deposit by the due date, MSF may cancel all of Licensee's reservations for use of the Facility.
- D. To make all deposits and payments payable to the MISSOURI STATE FAIR and mail or deliver them, along with Licensee's Certificate of Insurance and all other correspondence, to:
Accounts Receivable
Missouri State Fair
2503 West 16th Street
Sedalia, Missouri 65301

If payments are not made as required by this Agreement, MSF may apply any admission ticket receipts in its possession to the payment of amounts due and owing to MSF, and Licensee waives all rights to that portion of the admission ticket receipts necessary to pay such amounts.

- E. To grant to MSF a lien upon all monies received by Licensee for any performance, exhibition or other public use. From the money obtained through this lien, MSF shall be entitled to take such sums as are necessary to pay any appropriate sales tax. Further, MSF shall have a lien on all admission ticket receipts with the right to take from those receipts the money owed as a license fee under the Agreement, as well as the right to deduct from said receipts a sufficient amount of money to pay the costs of stage hands, teamsters, musicians, ushers, doorpersons, ticket sellers and ticket takers, spotlight operators, security and all other employees of the Licensee who may be called in to work, either by said Licensee or MSF, for the convenience of said Licensee or to fulfill the purpose(s) described in this Agreement. It is understood and agreed, however, that all of the above mentioned employees are, and remain, employees of Licensee alone, and MSF is in no way or manner responsible for any monies whatsoever claimed by said employees for work or labor done in any way in connection with said event.

The parties hereto understand and agree that if Licensee defaults in the payment of any sum set forth herein, MSF may refuse to allow Licensee to remove any or all of its property from the Facility. MSF reserves the right to sell such property to satisfy Licensee's indebtedness, together with expenses thereto.

2. Services Provided:

MSF hereby agrees:

- A. To permit Licensee, upon faithful performance of the terms and covenants of this Agreement, to peaceably and quietly have, hold and enjoy the use of the Facility for the purposes and for the period set out on the Page 1 of this Agreement.
- B. To provide the following:
 - a. Facilities for a first aid station, provided, however, that Licensee must provide state certified medical attendants and equipment for said station or MSF may provide attendants and equipment at the Licensee's expense. MSF is not bound by this provision to actually provide staffing for a first aid station.
 - b. Printing of all admission tickets, if directed to do so by the Licensee; provided, however, that the cost of said printing shall be charged to Licensee.
 - c. Adequate parking facilities; provided, however, MSF's personnel shall direct and manage said parking lots and shall collect and retain any fee derived from said parking lots.
- C. To furnish additional services, equipment, materials, technicians, etc. according to the current Event Rates Sheet.

3. Act Contract: Licensee certifies and attests that a valid, properly-executed contract is held with the performers whose services form the basis for the event to be held in the Facility, and that such contract does not conflict with the terms of this Agreement. If a conflict exists, however, the terms of this Agreement shall bind MSF and Licensee. Licensee shall submit to MSF, upon demand, a copy of Licensee's contract with the performer.

4. Advertising: Licensee agrees not to post or exhibit, or allow to be posted or exhibited, signs, advertisements, show bills, lithographs, posters or cards of any description inside or in front of any part of the Facility except upon the regular billboard provided by MSF for such purposes. Licensee will use, post or exhibit only such signs, advertisements, show bills, lithographs, posters or cards upon the Facility's regular billboards as are related to the performance or exhibition to be held in the Facility and such items shall be posted only for such period of time as designated by MSF. Licensee further agrees not to hang, or allow to be hung, signs, banners, etc., on the Fairgrounds property at 16th and Limit Avenues without approval from MSF.

5. Agreement to Quit Facility: Licensee shall quit its possession of the facility no later than end of the term of this Agreement. Licensee further agrees to leave the facility in a condition equal to that at the commencement date of this Agreement ordinary wear and tear excepted.

6. Assignment: Neither this Agreement nor any of the rights of Licensee hereunder, may be assigned without the consent of MSF.

7. Bad Checks: Twenty dollars (\$20.00) shall be assessed against Licensee for any check issued by Licensee to MSF which is returned for insufficient funds, and the person or entity in whose name the check is written will be subject to prosecution in Pettis County by the Pettis County Prosecutor or the Missouri Attorney General.

8. Balloons: Licensee may not distribute, or allow the distribution of, helium balloons in the Coliseum, Mathewson Exhibition Center or Grandstand. If a Licensee wishes to decorate with helium balloons, the Licensee first must receive approval from MSF management.

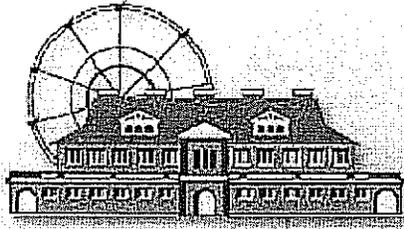
9. Broadcast Rights: MSF reserves all rights and privileges for outgoing television or radio broadcasts originating from the Facility during the term of this Agreement. If MSF grants to Licensee such broadcast privileges, MSF has the right to require advance payment of any estimated related costs to MSF, and may also require payments for said privilege in addition to license fee provided for herein. Licensee must obtain written permission for broadcasts from MSF fourteen (14) days in advance of broadcast date.

10. Cleaning: Licensee shall be responsible for leaving the Facility in a clean condition. In addition, Licensee shall be responsible for cleanup and removal of materials requiring special handling, such as wood, scrap lumber, oily materials, etc.

11. Compliance with Laws and Regulations: Licensees shall comply with all laws, ordinances and regulations adopted or established by federal, state or local governmental agencies or bodies. Licensee shall obtain and pay for all necessary permits and licenses. If the attention of said Licensee is directed to any such violation being committed by the Licensee, or by any person employed by or admitted to the facility by Licensee, Licensee shall immediately desist from, and correct, or cause to be corrected, such violation.

12. **Concessions:** MSF reserves all concessions and concession rights including, but not limited to, food, beverage, programs, novelties, tobacco products, conveniences, librettos, CDs, DVDs, tape recordings, souvenirs, checkroom and parking privileges. Licensee agrees that MSF shall: a) retain a percentage of the net sale proceeds from the sale of novelties (t-shirts, hats, etc.) supplied by Licensee to MSF; if Licensee sells novelties with Licensee's personnel, MSF will retain a percentage of the net proceeds, or b) collect a flat fee for each novelty stand that is exhibited. Net sale proceeds, for purposes of this paragraph only, is the amount of money calculated by deducting all applicable sales taxes from the gross receipts obtained from the sale of novelties.
13. **Contracted Services:** For contract services and equipment/supplies, Licensee agrees to utilize only vendors listed on MSF's official list of purveyors. This includes, but is not limited to, catering, sound systems, decorating services and feed/storage. Licensee may request permission to use other vendors for these services, and, if approval is granted, Licensee will be subject to a purveyor's fee.
14. **Control of Building:** The Facility, including keys thereto, shall be at all times under the control of MSF. MSF shall have the right to enter the facility at all times during the period covered by this Agreement. The entrances and exits of said facility shall be locked and unlocked at such times as may be required for Licensee's use of the facility, but Licensee, at his, her or its own expense, must at all times place proper security at all entrances and exits when the same are unlocked. MSF reserves the right, through its agent and representatives, to enter any portion of the facility and eject any objectionable person from said facility. Licensee hereby waives any right to, or claim for, damages against MSF, its officers, agents or employees, arising out of the exercise of this authority through MSF's officers, agents, employees, security force or any law enforcement officer or police called upon by MSF to render assistance.
15. **Copyrights:** Licensee will assume all costs arising from the use of patented, trademarked, franchised or copyrights music, materials, devices, processes or dramatic rights used in or incorporated in the event. Licensee agrees to indemnify, defend and hold harmless MSF, its officers, agents and employees from any claims or costs, including legal fees, which might arise from the use of any such material described above.
16. **Defacement of the Facility:** Licensee shall not in any manner injure, mar or deface the Facility or any equipment contained therein, and shall not cause or permit anything to be done such that the Facility or equipment therein is injured, mangled or defaced in any manner. Licensee shall not drive or permit to be driven any nails, hooks, tacks or screws into any part of the Facility or equipment contained therein; will not make or allow to be made any alterations of any kind to the Facility or equipment contained therein; and will not affix or permit to be affixed by adhesives to the Facility or equipment contained therein any signs, posters, notices or graphics of any descriptions without the prior written consent of MSF. Licensee agrees that if the Facility or equipment contained therein is damaged by the act, default or negligence of Licensee, Licensee's patrons, Licensee's guests or any person admitted to the Facility by Licensee or Licensee's agents or employees, then Licensee shall pay to MSF, upon demand, such sum as shall be necessary to restore the Facility to its original condition by MSF. Licensee agrees to have on hand at all times, at its own expense, such security force as is necessary to provide for the safety of those attending the event which is the subject of this Agreement.
17. **Evacuation of Facility:** Should it become necessary to evacuate the premises for reason of public safety, Licensee will retain possession of the facility for a sufficient time after the evacuation to complete presentation of its event without additional charges, provided such times do not interfere with another licensee's use of the facility. If it is not possible to complete presentation of the event, any use fees owed to MSF by Licensee pursuant to the Agreement shall be forfeited, prorated or adjusted at the discretion of MSF and Licensee hereby waives any claims for damages or compensation from MSF.
18. **Extra Service:** MSF shall furnish equipment such as chairs, tables, staging and rooms for event administration, as available, and subject to MSF's approval. Licensee will be required to pay an additional charge for such rooms and equipment, according to the current Event Rates Sheet. The additional charges will be included in the invoice at final settlement.
19. **Fire Safety:** Licensee must comply with the State Fire Marshall's regulations and all Federal Life Safety codes. A Licensee may not block or cover, or allow the blockage or coverage of, Life Safety equipment including, but not limited to, fire sprinklers, fire extinguishers and fire pull alarms. Licensees shall maintain a fifteen (15) foot clearance on both sides of a fire door to maintain adequate room for fire exiting.
20. **Flammable Materials:** All flammable materials used for decorative purposes must be approved for use by MSF. Unless Licensee has the prior written consent of MSF, Licensee shall not operate any engine, motor or machinery or use oils, burning fluids, camphene, kerosene, naphtha or gasoline or any other flammable chemical for other mechanical or other purpose nor use any agent other than electricity for lighting.
21. **Free Samples:** Sample-size food and/or beverage products may be distributed by Licensee and/or its exhibitor upon written authorization signed by Licensee and MSF.
22. **Force Majeure:** Neither MSF nor Licensee shall be deemed to be in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of public enemy, acts of superior government authority, weather conditions (but not rain or other normal reasonably anticipated weather), riots, rebellions, sabotage or any other circumstances for which it is not responsible or which are not within its control.
23. **Good Faith:** All parties hereto agree to act reasonably and in good faith in connection with the performance of all the terms and conditions of this Agreement and in exercising all rights and obligations with respect thereto.
24. **Handling Funds:** In the handling, control, custody and keeping of funds, whether the same are received through the Facility's box office or otherwise, MSF is acting to accommodate Licensee. MSF and its agents or employees shall not be liable to Licensee for any loss, theft or defalcation of such funds.
25. **Incitements to Violate the Law:** Licensee shall not promote or advocate any violation of law where such advocacy is directed to inciting or producing imminent lawless action and is likely to incite or produce such action.
26. **Indemnity:** Licensee agrees to defend and indemnify MSF, its officers, agents and employees and hold MSF, its officers, agents and employees harmless from any and all claims for personal injury, death, property damage or destruction of property and any damages, charges or expenses, including attorney's fees, which arise out of, in connection with or by reason of Licensee's use of the Facility as licensed herein.
27. **Inspection of Premises:** Licensee agrees that it has inspected the Facility and the equipment which is the subject of this Agreement and the same are in proper condition for the uses contemplated by Licensee.
28. **Insurance:** Licensee agrees to secure, at its own expense, a public liability insurance policy, with an insurance company authorized to do business in the State of Missouri and acceptable to MSF. Such policy shall name both MSF and Licensee as insured parties against all claims for injury or death to persons and injury to or destruction of property or other causes or action arising out of, resulting from, or which would not have occurred or existed but for Licensee's use of the facilities licensed herein. The minimum limits of said insurance policy shall be one million dollars (\$1,000,000) combined single limit for bodily injury and property damage per person and per occurrence, the terms of such coverage to coincide with the term of this Agreement. Each policy shall provide that a 10-day written notice be given by the insurer to MSF if the insurance policy is changed or cancelled. Seven (7) days prior to commencement of the term of this Agreement, Licensee shall furnish MSF a copy of the insurance policy and a Certificate of Insurance signed, not rubber-stamped, by an agent authorized to sign for the issuing company. If said policy is not provided, MSF is authorized to buy such insurance at Licensee's expense and Licensee agrees to reimburse MSF for the insurance premiums prior to Licensee's move-in date.
29. **Intermission:** Licensee agrees that for all programs lasting ninety (90) minutes or more, except services of other engagements specifically excluded in writing signed by both Licensee and MSF, an intermission of no less than fifteen (15) minutes shall be held.
30. **Licensee's Property:** Licensee agrees to hold the State of Missouri, including its agencies, employees and assigns, harmless from any and all damage or loss to Licensee's property.

31. **Lost Articles:** MSF shall have the right to collect and have custody of articles left in the Facility by persons attending this event described on Page 1 herein. Licensee or any person in Licensee's employ, shall not collect nor interfere with MSF's collection or custody of such articles.
32. **Move in/move out:** If the Facility is available, Licensee may move in on the day prior to an event at no extra charge subject to the following restrictions:
- Mathewson Exhibition Center – 8:00 a.m. to 5:00 p.m., Monday through Friday
 - All other facilities – 8:00 a.m. to 8:00 p.m., Monday through Friday
- Horse shows are allowed in the Coliseum until 9:00 p.m. at no charge.
33. **Obstructions:** Licensee agrees not to allow any sidewalks, entries, passage vestibules, halls, elevators or access ways of the Facility to be obstructed or permitted to be used for any purpose other than ingress or egress to and from the facility. Licensee shall not cause or allow any of the doors, skylights, stairway or openings that reflect or admit light into any portion of the facility to be obstructed.
34. **Operating Hours:** Licensee must open the doors to the event as advertised unless otherwise agreed upon by MSF in writing.
35. **Personnel:** Licensee shall pay for all necessary personnel required for Licensee's use of the Facility including, but not limited to, stage hands, ticket sellers, ticket takers, ushers and guards. MSF may eject from the facility any of Licensee's personnel who MSF in good faith believes pose a danger to patrons at the Facility's event or that threaten MSF's ability to operate the facility of the people of Missouri. Required personnel may be arranged for and supervised by MSF at Licensee's expense.
36. **Physical grounds:** Licensee is not to drill, or allow the drilling of, any holes into any area of the grounds, or make any alterations to the grounds or facilities.
37. **Program Requirements:** At least fourteen (14) days prior to the event for which the Facilities Use Agreement is issued, Licensee shall file with MSF a full and detailed outline of all facilities required, all stage requirements, the hall and chair setup and such other information as may be required by MSF concerning such event.
38. **Recording:** Licensee agrees that no recording of any link, audio or visual, will be made of the event held in the Facility without MSF's prior written approval. MSF has the right to require payment for such privilege.
39. **Removal of Property:** Property belonging to Licensee shall be removed from the Facility before the expiration of this lease; provided however, that MSF reserves the right under paragraph 1 herein to remove any or all of Licensee's property from the Facility. MSF reserves the right to sell such property to satisfy Licensee's indebtedness, together with expenses thereto. If any of Licensee's property is not removed prior to the expiration of the license, MSF is authorized to store or remove all such property at Licensee's expense. If Licensee fails to redeem the property within sixty (60) days, MSF may sell said property for storage fee and expenses. MSF shall in no way be responsible for loss, damage or claims against materials removed or stored under this provision.
40. **Rental Period:** The rental period is from 6:00 a.m. to midnight each day that Licensee rents the Facility. If Licensee wishes to use the facility outside of the rental period, MSF will charge an additional fee commensurate with the additional time used. If the Facility is available, however, Licensee may move in on the day prior to an event at no extra charge subject to the following restrictions:
- Mathewson Exhibition Center – 8:00 a.m. to 5:00 p.m., Monday through Friday
 - All other facilities – 8:00 a.m. to 8:00 p.m., Monday through Friday
 - Horse shows are allowed in the Coliseum until 9:00 p.m. at no charge.
41. **Restrictions on Admission to Facility:** Licensee agrees that no patron of any event shall be admitted to the Facility in possession of food, beverage (alcoholic or non-alcoholic), illegal drugs, controlled substances or animals. Additionally, no bundles or containers of any kind including, but not limited to, bags, ice chests, backpacks, cans, bottles, camera cases and binocular cases, may be brought into the Facility. MSF reserves the right to inspect any pocketbooks, purses, coats, blankets, etc., being brought into the Facility. If Licensee agrees in writing, cameras (but no audio-visual recorders or movie cameras) and binoculars may be brought into the facility. Licensee agrees not to permit trade show exhibitors to bring into the facility any items prohibited by this paragraph. Licensee shall not permit the facility to be used for lodging rooms or for any improper, immoral or objectionable purpose. The decision of MSF in these matters shall be final.
42. **Retention of Privileges:** Waiver or failure of MSF to insist upon strict and prompt performance of any of the covenants and/or agreements hereunder, or the acceptance of such performance therefore, shall not be construed as a waiver or relinquishment of MSF's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous subsequent default on the part of Licensee.
43. **Scheduling:** Unless otherwise provided in writing, MSF reserves the right to schedule events similar to the one that is the subject of this Agreement both before and after the date of the event provided herein.
44. **Seating:** MSF reserves the right to decide whether seating shall be on a reserved, general admission or festival (no seats are provided to patrons) basis, or some combination of these three.
45. **Stalling horses:** Horses may be stalled only in the designated barns as advised by MSF personnel.
46. **Subsequent events:** MSF does not automatically reserve dates for subsequent events; rather, it is the Licensee's responsibility to reserve those dates in writing and submit an appropriate deposit.
47. **Tickets:** The Licensee shall directly cosign all admission tickets for the event, along with the admission ticket manifest from the printer, to MSF. The admission tickets will be audited by MSF, and MSF will at all times maintain control of the admission ticket office, admission ticket personnel and ticket sales revenue until settlement, except that with the consent of the Licensee, MSF may provide admission tickets to retail outlets throughout the State for advance sales. Licensee hereby agrees that MSF is acting for the accommodation and the sole benefit of Licensee in the handling, control, custody and keeping of records and funds, whether the same are received from admission receipts or otherwise, and that MSF shall be responsible only for gross neglect or bad faith as to any funds MSF receives on Licensee's behalf.
- At least seven (7) days prior to the event, Licensee shall furnish 30 complimentary tickets per show date to MSF. At the time Licensee signs the Agreement, Licensee shall inform MSF, in writing, the number of admission tickets that shall be available for sale to the general public.
48. **Utilities and Utility Connections:** For the entire period of the license herein granted, MSF shall furnish water as normally available in the Facility. MSF shall furnish reasonable heat, air conditioning and electricity according to the current Events Rate Sheet. Unless otherwise authorized by MSF, all plumbing, electrical or carpentry work required to be done on the Facility in connection with Licensee's use thereof, and all electrical current or domestic gas required for Licensee's use (except that required for heating and lighting) shall be done or furnished by MSF, or MSF's approved representative, for which Licensee shall pay MSF.



Missouri State Fairgrounds

May 7, 2013

City of Sedalia
Office of Mayor
200 S Osage
Sedalia MO 65301

Honorable Mayor Horn:

Please find enclosed the Facilities Use License Agreement required of the rental of facilities on the Missouri State Fairgrounds. The area you have requested has been tentatively reserved on your behalf. In order to confirm these dates, the entire enclosed Facilities Use License Agreement must be signed and returned to the business office of the Missouri State Fair along with your deposit within thirty (30) days of receipt of this agreement.

All events held on the Missouri State Fairgrounds are required to have liability insurance. A certificate of insurance should be provided. You have the option of making arrangements for insurance independently, or fair staff will be glad to make arrangements for you with our provider. Insurance arrangements made by the Missouri State Fairgrounds will be billed to you at our cost.

Upon receipt of the above-mentioned agreement, deposit and insurance certificate, the date will be considered firm. If the above criteria are not met within the stated thirty (30) days, the date(s) will be open to inquiries from individuals or organizations and may result in the loss of your requested facilities.

Also enclosed is an information-gathering document meant to assist our local city government. Please fill it out and return with the enclosed agreement. In addition, if you are utilizing any contracted services, please submit the contact information along with the enclosed agreement. An approved purveyor list is included with this information.

We appreciate the confidence you have shown in choosing the Missouri State Fairgrounds for your event and hope it will prove to be successful. Please let our staff know if we can be of any assistance to you while you are on the grounds.

Sincerely,

C. Michael Riley
Events Manager

Enclosures

**City of Sedalia
Department Bills 5-23-2013**

| Vendor Name | Invoice Number | Amount |
|---|----------------|--------------|
| 511-Praxair Distribution Inc | 46026541 | \$ 159.95 |
| Allen Zimmerman | 0513 | \$ 32.50 |
| Alliance Water Resources Inc | 5626 | \$ 22,111.00 |
| Anne Gardner | 0513 | \$ 135.00 |
| Apac-Missouri Inc | 9000188379 | \$ 70.81 |
| Apac-Missouri Inc | 9000189846 | \$ 350.28 |
| Ascent Aviation Group, Inc. | 101950 | \$ 24.52 |
| Associated Door Co | 33258 | \$ 732.00 |
| AT & T | 0513 | \$ 5,494.79 |
| Atco International | 10374083 | \$ 149.10 |
| Bings West | 159 | \$ 1.98 |
| Boone Quarries | 80371 | \$ 827.56 |
| Bothwell Regional Health Ctr | 6 | \$ 140.00 |
| Bridgette Epple | 2013-042013 | \$ 143.20 |
| Caterpillar Financial | 15183532 | \$ 15,616.99 |
| Champion Brands LLC | 43837 | \$ (20.00) |
| Champion Brands LLC | 440909 | \$ 565.56 |
| Charter Communications | 0513-19 | \$ 134.35 |
| Cintas Corp #379 | 379813896 | \$ 582.14 |
| Cintas Corp #379 | 379815096 | \$ 779.65 |
| Cintas Corp #379 | 379816264 | \$ 549.19 |
| City Safe & Lock Service | 071919 | \$ 7.18 |
| City Safe & Lock Service | 071991 | \$ 10.25 |
| City Safe & Lock Service | 071999 | \$ 6.10 |
| Clark's Tool & Equipment | 144997 | \$ 32.70 |
| Consolidated Electrical Distributors Inc. | 8075-490011 | \$ 32.00 |
| Consolidated Electrical Distributors Inc. | 8075-490070 | \$ 14.98 |
| County Clerk Election Service Fund | 0513 | \$ 633.44 |
| County Of Pettis | 0513 | \$ 12,026.28 |
| Cummins Mid-South Lic | 023-25401 | \$ 1,041.91 |
| D C Battery Inc | 067024 | \$ 74.10 |
| D C Battery Inc | 067034 | \$ 99.00 |
| Dell Marketing LP | XJ4RXXPR1 | \$ 1,048.02 |
| Dugan's Paint And Floorcovering | 0199125 | \$ 22.99 |
| Dugan's Paint And Floorcovering | 0199340 | \$ 38.98 |
| Ed M Feld Equip Co Inc. | 0242490 | \$ 635.00 |
| Ed M Feld Equip Co Inc. | 0242776 | \$ 22,575.72 |
| Empire District | 0513-13 | \$ 711.79 |
| Empire District | 0513-17A | \$ 124.57 |
| Empire District | 0513-19A | \$ 105.68 |
| Empire District | 0513-19B | \$ 67.92 |
| Empire District | 0513-61 | \$ 1,359.02 |
| Empire District | 0513-61A | \$ 429.86 |
| Empire District | 0513-61B | \$ 25.00 |
| Empire District | 0513-61L | \$ 26.72 |
| Empire District | 0513-61N | \$ 50.75 |
| Employee Screening Service Lic | 156727 | \$ 148.00 |
| Engineering Surveys & Services | ESS051910 | \$ 159.00 |

City of Sedalia
Department Bills 5-23-2013

| Vendor Name | Invoice Number | Amount |
|---|----------------|-------------|
| Fedex | 2-259-76247 | \$ 19.71 |
| Fischer Concrete Service Inc | 7341 | \$ 318.30 |
| Fischer Concrete Service Inc | 7342 | \$ 987.28 |
| Fischer Concrete Service Inc | 7451 | \$ 527.18 |
| Fischer Concrete Service Inc | 7452 | \$ 290.38 |
| Fischer Concrete Service Inc | 7559 | \$ 290.05 |
| Fischer Concrete Service Inc | 7560 | \$ 124.22 |
| Fischer Concrete Service Inc | 7561 | \$ 99.37 |
| Fischer Concrete Service Inc | 7562 | \$ 261.05 |
| Fischer Concrete Service Inc | 7563 | \$ 348.06 |
| Foley Equipment Rental Company | H00182-012 | \$ 1,469.99 |
| Galls LLC | 000559342 | \$ 241.60 |
| Galls LLC | 000595789 | \$ 114.97 |
| GE Money Bank | 001555 | \$ 167.94 |
| GE Money Bank | 001865 | \$ 23.01 |
| GE Money Bank | 002123 | \$ 35.04 |
| GE Money Bank | 002321 | \$ 12.70 |
| GE Money Bank | 003307 | \$ 40.47 |
| GE Money Bank | 003740 | \$ 119.99 |
| GE Money Bank | 006279 | \$ 37.98 |
| GE Money Bank | 006799 | \$ (19.98) |
| GE Money Bank | 006800 | \$ 17.98 |
| GE Money Bank | 007012 | \$ 22.02 |
| GE Money Bank | 007473 | \$ 25.47 |
| GE Money Bank | 008256 | \$ 135.53 |
| GE Money Bank | 009661 | \$ 37.96 |
| GE Money Bank | 009718 | \$ 168.28 |
| Hank's Portable Toilets & Septic Tank Clean | 678 | \$ 170.00 |
| Hillyard - Columbia | 600663715 | \$ 330.48 |
| Hillyard - Columbia | 600673302 | \$ 289.80 |
| Hostetler Farm Supply | 8116 | \$ 62.00 |
| IBT Inc. | 6040694 | \$ 836.02 |
| IBT Inc. | 6050063 | \$ 444.02 |
| IBT Inc. | 6053986 | \$ 264.58 |
| IMLA | 0513 | \$ 1,999.00 |
| IMLA | 19777530 | \$ 625.00 |
| J & A Traffic Products | 16899 | \$ 475.00 |
| Jim's Tire Service Inc | 1-75598 | \$ 349.13 |
| Joleigh Melte | 0513 | \$ 37.84 |
| KCP&L | 0513-11 | \$ 19.15 |
| KCP&L | 0513-11A | \$ 27.60 |
| KCP&L | 0513-11B | \$ 558.65 |
| KCP&L | 0513-11C | \$ 126.66 |
| KCP&L | 0513-11D | \$ 28.41 |
| KCP&L | 0513-11E | \$ 22.10 |
| KCP&L | 0513-11F | \$ 17.19 |
| KCP&L | 0513-13 | \$ 367.27 |
| KCP&L | 0513-17A | \$ 200.05 |

City of Sedalia
Department Bills 5-23-2013

| Vendor Name | Invoice Number | Amount |
|----------------------------------|-----------------|-------------|
| KCP&L | 0513-19A | \$ 89.13 |
| KCP&L | 0513-61 | \$ 2,443.27 |
| KCP&L | 0513-61A | \$ 8,267.64 |
| KCP&L | 0513-61B | \$ 527.94 |
| KCP&L | 0513-61D | \$ 90.92 |
| KCP&L | 0513-61G | \$ 97.33 |
| KCP&L | 0513-61H | \$ 17.19 |
| KCP&L | 0513-61J | \$ 177.28 |
| KCP&L | 0513-61K | \$ 18.86 |
| KCP&L | 0513-61L | \$ 79.49 |
| KCP&L | 0513-61N | \$ 224.02 |
| KCP&L | 0513-61Q | \$ 48.17 |
| KCP&L | 0513-61Y | \$ 100.83 |
| Key Hydraulics | 13-27551 | \$ 57.78 |
| Key Hydraulics | 13-27582 | \$ 342.61 |
| Key Hydraulics | 13-27594 | \$ 375.25 |
| Key Hydraulics | 13-27656 | \$ 65.00 |
| Key Hydraulics | 13-27675 | \$ 138.88 |
| Key Hydraulics | 13-27699 | \$ 287.20 |
| Klein's Saw Shop & Small Engines | 0513 | \$ 50.00 |
| Lawson Products Inc | 9301642404 | \$ 262.10 |
| Lea's Truck Service Llc | 5405PX | \$ 8.60 |
| Leon Uniform Co Inc | 292603 | \$ 140.15 |
| Leon Uniform Co Inc | 292615 | \$ 335.15 |
| Leon Uniform Co Inc | 293219 | \$ 130.90 |
| Leon Uniform Co Inc | 294594 | \$ 112.00 |
| Liquitech Inc | 41119 | \$ 2,340.11 |
| Main Street Logo | 211297 | \$ 50.00 |
| Main Street Logo | 211306 | \$ 54.00 |
| Main Street Logo | 211312 | \$ 132.00 |
| Maintenance Source Llc | 9232 | \$ 68.62 |
| Manny Rodriguez | 0513 | \$ 90.00 |
| Mastercard Bankcard Center | 0513-Burlingame | \$ 29.66 |
| Mastercard Bankcard Center | 0513-Degonia | \$ 320.10 |
| Mastercard Bankcard Center | 0513-Ditzfeld | \$ 80.99 |
| Mastercard Bankcard Center | 0513-Edwards | \$ 32.94 |
| Mastercard Bankcard Center | 0513-Evans | \$ 483.21 |
| Mastercard Bankcard Center | 0513-Hendricks | \$ 462.93 |
| Mastercard Bankcard Center | 0513-Horn | \$ 146.87 |
| Mastercard Bankcard Center | 0513-Rice | \$ 33.00 |
| Mastercard Bankcard Center | 0513-Richardson | \$ 308.03 |
| Mastercard Bankcard Center | 0513-Simmons | \$ 1,075.12 |
| Mastercard Bankcard Center | 0513-Ward | \$ 125.65 |
| Mastercard Bankcard Center | 0513-Wirt | \$ 429.12 |
| Mastercard Bankcard Center | 0513-Woolery | \$ 31.78 |
| Mastercard Bankcard Center | 0513-Beck | \$ 17.80 |
| Maxsamum Supplies Llc | 0513 | \$ 129.00 |
| Maxsamum Supplies Llc | 0513A | \$ 108.00 |

City of Sedalia
Department Bills 5-23-2013

| Vendor Name | Invoice Number | Amount |
|---|----------------|---------------|
| MFA Agri Services-Sedalia | 4 | \$ 194.00 |
| Midwest Laboratories Inc | 27233 | \$ 312.02 |
| Missouri Municipal League | 200002629 | \$ 45.00 |
| Missouri Municipal League | 200002757 | \$ 125.00 |
| Missouri Municipal League | 200002758 | \$ 45.00 |
| Missouri Municipal League | 200002764 | \$ 70.00 |
| Missouri Municipal League | 200002778 | \$ 130.00 |
| Missouri One Call System Inc. | 3040301 | \$ 364.00 |
| Missouri Police Chiefs' Charitable Found. | 2046 | \$ 925.00 |
| Mo Dept Of Natural Resources | 0513 | \$ 45.00 |
| MPCA-LETSAC | 0513 | \$ 150.00 |
| MPCA-LETSAC | 0513A | \$ 150.00 |
| MPCA-LETSAC | 0513B | \$ 150.00 |
| Municipal Code Corporation | 00229236 | \$ 550.00 |
| O'Reilly Automotive Inc. | 0114-170995 | \$ 42.98 |
| O'Reilly Automotive Inc. | 170013 | \$ (49.99) |
| O'Reilly Automotive Inc. | 170907 | \$ 7.98 |
| O'Reilly Automotive Inc. | 171584 | \$ 28.95 |
| O'Reilly Automotive Inc. | 172407 | \$ 18.70 |
| O'Reilly Automotive Inc. | 227687 | \$ 47.88 |
| Otten Small Engine Service | 106260 | \$ 2.00 |
| Otten Small Engine Service | 106277 | \$ 9.99 |
| Otten Small Engine Service | 106329 | \$ 5.46 |
| Otten Small Engine Service | 106662 | \$ 60.91 |
| Otten Small Engine Service | 106719 | \$ 27.94 |
| Otten Small Engine Service | 106787 | \$ 349.99 |
| Otten Small Engine Service | 107026 | \$ 37.08 |
| Otten Small Engine Service | 107655 | \$ 24.71 |
| Otten Small Engine Service | 105311 | \$ 70.94 |
| Otten Small Engine Service | 106369 | \$ 26.30 |
| Otten Small Engine Service | 106979 | \$ 79.49 |
| Pamela Burlingame | 0513 | \$ 47.36 |
| Printlynx | 100253 | \$ 352.96 |
| Printlynx | 100189 | \$ 43.45 |
| Printlynx | 100190 | \$ 43.45 |
| Printlynx | 100191 | \$ 43.45 |
| Quad City Testing Laboratory | 121787 | \$ 285.00 |
| Quicksilver Water | 692065 | \$ 7.00 |
| Quicksilver Water | 692559 | \$ 20.25 |
| Quicksilver Water | 681832 | \$ 13.75 |
| Quicksilver Water | 687280 | \$ 19.50 |
| Quicksilver Water | 692076 | \$ 21.00 |
| Ricoh USA Inc | 5025824487 | \$ 82.07 |
| Ricoh USA Inc | 5025867190 | \$ 55.63 |
| Roger Waters | 0513 | \$ 39.99 |
| Rosenbauer Minnesota, LLC | 65527 | \$ 251,090.00 |
| Roto-Rooter | 22855 | \$ 265.00 |
| Safety-Kleen Corp | 60583878 | \$ 184.82 |

City of Sedalia
Department Bills 5-23-2013

| Vendor Name | Invoice Number | Amount |
|------------------------------|----------------|-------------|
| Sedalia Democrat | 73714 | \$ 7.80 |
| Sedalia Democrat | 91777 | \$ 515.34 |
| Sedalia Democrat | 92107 | \$ 414.33 |
| Sedalia Democrat | 92150 | \$ 22.38 |
| Sedalia Democrat | 92250 | \$ 107.60 |
| Sedalia Democrat | 92252 | \$ 81.75 |
| Sedalia Democrat | 92253 | \$ 81.75 |
| Sedalia Democrat | 92255 | \$ 81.75 |
| Sedalia Democrat | 92256 | \$ 81.75 |
| Sedalia Democrat | 92258 | \$ 91.13 |
| Sedalia Democrat | 92261 | \$ 81.75 |
| Sedalia Democrat | 92271 | \$ 282.36 |
| Sedalia Democrat | 92343 | \$ 81.75 |
| Sedalia Democrat | 92387 | \$ 23.93 |
| Sedalia Democrat | 92509 | \$ 106.75 |
| Sedalia Democrat | 92514 | \$ 109.88 |
| Sedalia Downtown Development | 394 | \$ 1,200.00 |
| Sedalia Downtown Development | 395 | \$ 32.50 |
| Sherwin Williams Co | 7760-7 | \$ 145.11 |
| SMC Electric Supply | 60180411-00 | \$ 268.89 |
| SMC Electric Supply | 60180494-00 | \$ 51.58 |
| SMC Electric Supply | 60180518-00 | \$ 10.79 |
| SMC Electric Supply | 60180544-00 | \$ 43.02 |
| SMC Electric Supply | 60180867-00 | \$ 28.67 |
| Smith Paper & Janitor Supply | 553082 | \$ 59.80 |
| Smith Paper & Janitor Supply | 553364 | \$ 43.48 |
| Smith Paper & Janitor Supply | 553365 | \$ 133.62 |
| Smith Paper & Janitor Supply | 552296 | \$ 152.46 |
| Smith Paper & Janitor Supply | 552869 | \$ 149.51 |
| Smith Paper & Janitor Supply | 552870 | \$ 120.57 |
| Smith Paper & Janitor Supply | 553427 | \$ 112.58 |
| Smith Paper & Janitor Supply | 553430 | \$ 160.72 |
| Smith Signs | 7303 | \$ 90.00 |
| Sonequity Pest Management | 103734 | \$ 70.00 |
| Sonequity Pest Management | 103770 | \$ 46.00 |
| Sonequity Pest Management | 104080 | \$ 400.00 |
| Sonequity Pest Management | 104169 | \$ 52.00 |
| Sonequity Pest Management | 103704 | \$ 67.00 |
| Sonequity Pest Management | 104135 | \$ 68.00 |
| Staples Business Advantage | 3197501927 | \$ 80.33 |
| Staples Business Advantage | 3197501928 | \$ (61.11) |
| Staples Business Advantage | 3197501929 | \$ 1.35 |
| Staples Business Advantage | 3198397125 | \$ 69.16 |
| Staples Business Advantage | 3198397127 | \$ 71.09 |
| Staples Business Advantage | 3198397128 | \$ (12.99) |
| Staples Business Advantage | 3198397129 | \$ 7.49 |
| Staples Business Advantage | 3198397130 | \$ 17.96 |
| Staples Business Advantage | 3199081542 | \$ 72.77 |

City of Sedalia
Department Bills 5-23-2013

| Vendor Name | Invoice Number | Amount |
|--------------------------------------|----------------|----------------------|
| Staples Business Advantage | 3198397123 | \$ 203.64 |
| Staples Business Advantage | 3198397124 | \$ 93.20 |
| Staples Business Advantage | 3198397126 | \$ 23.24 |
| Stone Laser Imaging | 0513A | \$ 40.00 |
| Swaby Lobeline Pump Co | 21840 | \$ 1,079.00 |
| Tallman Company | S125601-00 | \$ 197.10 |
| TG Technical Services Llc | 6061 | \$ 117.75 |
| The Detail Shop | 657524 | \$ 285.00 |
| The Police And Sheriffs Press | 46430 | \$ 12.46 |
| The Sedalia Area Chamber Of Commerce | 0513 | \$ 16.00 |
| The Ups Store | 0513A | \$ 177.34 |
| Tim's Tree Service Llc | 3179 | \$ 500.00 |
| Tim's Tree Service Llc | 3183 | \$ 1,100.00 |
| Tire Centers Llc | 6500127308 | \$ 113.62 |
| Tire Centers Llc | 6500127337 | \$ 50.00 |
| Tire Centers Llc | 6500127358 | \$ 20.00 |
| Tire Centers Llc | 6500127383 | \$ 312.42 |
| Tire Centers Llc | 6500127570 | \$ 342.08 |
| Tire Centers Llc | 6500127798 | \$ 46.13 |
| Tire Centers Llc | 6500127813 | \$ 23.50 |
| Tire Centers Llc | 6500127870 | \$ 13.50 |
| Tractor Supply Credit Plan | 49259 | \$ 140.94 |
| Tractor Supply Credit Plan | 88652 | \$ 75.49 |
| Tractor Supply Credit Plan | 89100 | \$ 31.96 |
| Trans-Central Suppliers Inc | 0217132 | \$ 33.14 |
| Trans-Central Suppliers Inc | 0217133 | \$ 53.65 |
| Tri Air Testing Inc | 72454 | \$ 450.00 |
| United Rotary Brush Corp | CI141799 | \$ 420.41 |
| Viebrock Sales LLC | 225 | \$ 354.65 |
| Vulcan Inc | 234773 | \$ 370.20 |
| W & M Welding Inc | 37539 | \$ 28.00 |
| W & M Welding Inc | 37618 | \$ 10.00 |
| WCA Waste Systems Inc. | 6639 | \$ 32,956.79 |
| West Group | 827168251 | \$ 312.39 |
| Woods Super Market | 14A | \$ 30.72 |
| Woods Super Market | 54 | \$ 11.96 |
| World Wide Technology Inc | 3178097 | \$ 140.40 |
| Total Invoices To Be Paid | | \$ 427,062.69 |

PUBLIC HEARING NOTICE

The City of Sedalia will hold a public hearing on May 20, 2013, 7:00 p.m. at City Hall to discuss the city's submission of an application on behalf of the Center for Human Services for the fiscal year 2014 Community Development Block Grant (CDBG) program. The city is interested in obtaining all citizens' input on community development needs within the city. As part of the hearing process citizens will be asked to verbally assist in the completion of a Needs Assessment document. The document will detail what the residents feel are the strengths and weaknesses of the community. The city needs as much local participation as possible in order to reflect the true desires of the community as a whole, as well as the comments relating to the proposed project application. The State has established a maximum application request for each funding category. Activities that are eligible for funding include the improvement of public works, public facilities, housing rehabilitation, and others allowed by law. At least 51% of the funds must be used to benefit low-and-moderate income persons. No displacement of persons will be proposed.

The Center for Human Services is proposing to rehabilitate the Ewing Vocational Center located at 1500 Ewing Drive. The area to be addressed is bounded by Ewing Drive on the east, Adams Road on the south, Waterloo Industries on the north, and county Distributing on the west. The total project cost is estimated at \$350,000. The project, if funded, will benefit 100% low/moderate income persons. All citizens, including those in the targeted area, are encouraged to attend in order to comment on the proposed activities.

For more information on the proposed project, contact Ann Graff at 660-826-4400. If you require special accommodations at the hearing, contact Arlene Silvey at 660-827-3000.

