



# PRE-COUNCIL MEETING

Mayor's Conference Room  
Municipal Building  
Monday, July 1, 2013  
6:30 p.m.

**MAYOR: MARY ELAINE HORN**

**MAYOR PRO-TEM: BOB CROSS**

Committee Meetings – 6:30 p.m.

<b>PUBLIC SAFETY COMMITTEE</b> Police and Fire	<b>Stephen Galliher, Chair</b> <b>Rebecca LaStrada, Vice Chair</b>
1. Review Bids for Interior Furnishings & Equipment for new fire station.	

<b>PUBLIC WORKS COMMITTEE</b> Public Works, Water Pollution Control, Community Development, Water, Parks, Airport, Cemeteries and Community Center	<b>Tolbert Rowe, Chair</b> <b>Wanda Monsees, Vice Chair</b>
1. Review Work Change Directive #1, 2, 3 & 4 for the Wastewater Treatment Plant Improvements Project.	
2. Review proposal from Affinis Corp. for Horace Mann Safe Routes to School Engineering Services and Review Ordinance approving and accepting an agreement by and between the City Of Sedalia, Missouri and Affinis Corp. for professional engineering services for the planning, Design and construction inspection of ADA compliant sidewalks on 16 <sup>th</sup> Street from Barrett Avenue to Grand Avenue and on South Stewart Avenue from 14 <sup>th</sup> Street to 16 <sup>th</sup> Street through The Safe Routes to School Program.	
3. Review Ordinance approving and accepting Exhibit Q to the Master Agreement for professional Services between the City of Sedalia, Missouri and Olsson Associates for engineering services.	

<b>FINANCE/ADMINISTRATION COMMITTEE</b> Administrative, Library and Hospital	<b>Jo Lynn Turley, Chair</b> <b>Wiley Walter, Vice Chair</b>
1. Review Ordinance amending the City of Sedalia's Cafeteria Plan.	

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



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# CITY COUNCIL MEETING AGENDA

City Council Chambers  
Municipal Building  
Monday, July 1, 2013  
7:00 p.m.

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

### A. SERVICE AWARDS

1. Larry Perriguy – Airport Attendant – Airport Department – 15 years of service
2. Cory Rettke – Driver/Engineer – Fire Department – 5 years of service
3. Nathan Smith – Firefighter – Fire Department – 5 years of service
4. Scott Smoot – Firefighter – Fire Department – 5 years of service

### I. MINUTES

1. Pre-Council Meeting and June 17, 2013
2. Regular Council Meeting June 17, 2013
3. Special Council Meeting & Council/Clean Sedalia Committee Tour of Downtown June 24, 2013

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

### III. ROLL CALL OF STANDING COMMITTEES

#### A. PUBLIC SAFETY – Councilmember Stephen Galliher

1. Award bids for Interior Furnishings & Equipment for new fire station

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

1. Approve Work Change Directive #1, 2, 3, & 4 for the Wastewater Treatment Plant Improvements Project.
2. Award proposal for Horace Mann Safe Routes to School Engineering Services

#### C. FINANCE / ADMINISTRATION – Councilmember Jo Lynn Turley

### IV. NEW BUSINESS

#### A. ORDINANCES AND RESOLUTIONS

- Approving and accepting Exhibit Q to the Master Agreement for professional services between the City of Sedalia, Missouri and Olsson Associates for engineering services
- Approving and accepting an agreement by and between the City of Sedalia, Missouri and Affinis Corp. for Professional engineering services for the planning, design and construction inspection of ADA compliant Sidewalks on 16<sup>th</sup> Street from Barrett Avenue to Grand Avenue and on South Stewart Avenue from 14<sup>th</sup> Street to 16<sup>th</sup> Street through the Safe Routes to School Program
- Amending the City of Sedalia's Cafeteria Plan

#### B. APPOINTMENTS

Appointments:

- \*Housing Authority Board – Michelle Perry (Replacing Rev. Luis Torres) – 2100 E 16<sup>th</sup> – Exp. 6-2014

#### C. LIQUOR LICENSES

Renewals:

- \*Tom Munson dba Bings Super Market #762, 1400 S Limit, Packaged Liquor with Sunday Sales, \$450
- \*Tom Munson dba Bings East, 1709 E Broadway, Sunday Sales, \$300
- \*Peter Greene dba Little Big Horn, 1629 W Main, 5% Beer & Wine by Drink, \$75
- \*Glen Glidewell dba VFW Post #2951, 121-123 S Ohio, Sunday Sales, \$300

#### 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

**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** *GE/ear*  
**Re: Agenda items for City Council meeting on Monday, July 1, 2013**

**Presentations:** No Presentations.

### **Public Safety Committee:**

1. Review bids for fire station interior furnishings and equipment. The Fire Department recently received sealed bids for the purchase of furniture and equipment for the new fire station now under construction. A total of forty-one different pieces of furniture and/or equipment was separated into eight bid packages. A total of thirteen vendors submitted proposals. Two of the bid packages only had one vendor submitting a proposal. All other packages had two or more vendors submitting proposals. Staff is recommending approval of bid packages, except the bids for the transportable tables and the exercise equipment. In those two cases, staff is recommending that the bids be rejected. Approval at this time by the council will present a cost savings because of anticipated price increases scheduled to take place within 45 days. Funding for these items will come from the new fire station construction fund.

### **Public Works Committee:**

1. Review Work Change Directives numbers 1, 2, 3 and 4 for the wastewater treatment plant improvements. #1 is a deduction of \$920. #2 is an increase of \$8,678. #3 is an increase of \$1,500. #4 is an increase of \$19,336. In the case of #2 through #4, these changes were recommended by staff. Staff recommends approval.
2. Review a proposal from Affinis Corporation for Horace Mann Safe Routes to School engineering services and review an ordinance approving and accepting an agreement by and between the City of Sedalia and Affinis Corp. for professional engineering services for the planning, design and construction inspection of ADA compliant sidewalks on 16<sup>th</sup> street from Barrett Ave. to Grand Ave. and on South Stewart Ave. from 14<sup>th</sup> Street to 16<sup>th</sup> Street. The cost is \$34,707.05. Funding is through the Safe Routes to School program. In addition to grant dollars paying for the construction work, grant funding also will pay for all the engineering costs. Ten bids were received for this service. Affinis scored the highest. The City has not worked with this company, but they have extensive experience working with MoDOT projects. Staff recommends approval.
3. Review an ordinance approving and accepting Exhibit Q to the Master Agreement for professional services between the City and Olsson Associates. The amount of this agreement is \$831,833 and is a planned part of the City's \$30 million dollar sewer improvement package. These planned improvements to the sewer system were identified as priority work items following an extensive data collection, smoke testing and TV process. The Chair of the City Council Public Works Committee, the Mayor and City Administrator heard a presentation on this planned work and on this proposed agreement from Olsson and city public works staff. City staff recommends approval.

**Finance/Administration Committee:**

1. Review an ordinance amending the City of Sedalia's Cafeteria Health Plan. Because the City is making a Health Savings Account (HSA) available to employees, as allowed by the City Council, it is necessary to change the City's current cafeteria plan. Staff recommends approval.



**CITY OF SEDALIA, MISSOURI**  
**PRE-COUNCIL MEETING – JUNE 17, 2013**

**WORK SESSION**

The Work Session started at 6:00 p.m. in the Council Chambers 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, presented the following recommendations:

- Resolution authorizing the Sedalia Police Department to act as an agent for the City of Sedalia in the application process for the 2013 Edward Byrne Memorial Justice Assistance Local Grant (JAG) from the U.S. Bureau of Justice as well as authorizing an agreement between the City of Sedalia, Missouri and the County of Pettis, Missouri for distribution and use of any awarded funds was moved to full Council on motion by Rowe, seconded by LaStrada. All in favor.
  
- Purchase of mobile radio upgrades for the Sedalia Police Department per Missouri State Contract and purchased through Motorola Solutions (Purchase covered through grant, the Missouri Communications Assistance Program, which will be reimbursed to the Police Department when upgrades are completed. Grant is for amount of \$25,200.00) was moved to full Council on motion by Rowe, seconded by Cross. All in favor.

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

- Ordinance approving the final plat for Menards Plaza Plat 2, an addition to the City of Sedalia, Missouri, and being a re-plat of Lots 7 through 10 of Menards Plaza, and dedicating public utility and roadway easements as shown on said plat to public use (preliminary and final plat was reviewed by the City Engineer with no issues and passed unanimously by the Planning and Zoning Commission) was moved to full Council on motion by Walter, seconded by Galliher. All in favor.
  
- Bids for Root Control Project to Duke's Root Control, Inc., Syracuse, NY in the amount of \$15,678 (Elite Root Control, Raytown, MO was low bidder however, the chemical they would use did not meet specification) and Ordinance approving and accepting an agreement with Duke's Root Control, Inc. for the chemical root control of the City of Sedalia, Missouri sanitary sewer collection system were moved to full Council on motion by Galliher, seconded by Walter. All in favor.
  
- Bids for Mill & Overlay of various City Streets to APAC-Missouri, Columbia, MO in the amount of \$184,900 (budgeted amount \$200,000) and Ordinance approving and

accepting an agreement with APAC-Missouri for the Mill & Overlay of various City Streets were moved to full Council on motion by Walter, seconded by Galliher. All in favor.

- Quote for sole source purchase of modified aggregate quick set street treatment to Donelson Construction, Clever, MO in the amount of \$236,363.04 (50,901 square yards) was moved to full Council on motion by Cross, seconded by Galliher. All in favor.
- Bids for Yard Waste Grinding #4 Project to Braik Brothers Tree Care and Green Waste Recycling, LLC, Columbia, MO in the amount of \$37,604 and Ordinance approving and accepting an agreement with Braik Brothers Tree Care and Green Waste Recycling, LLC for Yard Waste Grinding #4 Project were moved to full Council on motion by LaStrada, seconded by Monsees. All in favor.
- Ordinance repealing Ordinance #9676 and #9677 by removing “15 minute” parking restrictions in front of 122 South Ohio Avenue and at the Northwest corner of Second Street and South Ohio Avenue in the City of Sedalia, Missouri was moved to full Council on motion by Galliher, seconded by LaStrada. All in favor.

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

- Staff Recommendation for a 2 year extension of the Depository of City Funds with Third National Bank (Original bid for the Depository of City Funds to Third National Bank was awarded on June 21, 2010 for a 3 year term with option of an additional 2 year extension) was moved to full Council on motion by Walter, seconded by LaStrada. All in favor.
- Ordinance adding Article V, Sections 12-401 to 12-418, to Chapter 12 of the Code of Ordinances for the City of Sedalia, Missouri, known as the Sedalia Clean Air Indoor Act of 2013.

Councilmen Monsees and LaStrada inquired about allowing smoking in a car on City owned parking lots. City Attorney, Anne Gardner, stated that according to the proposed ordinance, City owned parking lots are considered city property and therefore smoking would not be allowed even in a vehicle.

Councilman Cross made a motion to take the ordinance to a vote of the people which was seconded by Councilman LaStrada. City Attorney Gardner stated it takes at least a 4-4 tie or for the Mayor to take an issue to a ballot vote but the Council would still have to make the decision as to what language would be on the ballot. Councilman Galliher commented that Council should vote on the ordinance the way it is written but keep a close eye on how the ordinance is working for the City. Councilman Galliher added that the Council could review the ordinance after a period of time and if there are any issues to address they could be addressed at that time. Councilman Stevenson agreed and stated that he would like to see the ordinance voted on as written.

Councilman Cross stated that he would like to see an amendment made to the ordinance allowing smoking in private clubs and public bars. Mayor Horn stated that the original

motion to take the ordinance to a vote of the people must be addressed before moving to an amendment.

Roll Call Vote was taken on taking the issue to a vote of the people:

Voting "Yes" were Cross and LaStrada. Voting "No" were Galliher, Turley, Monsees, Walter, Rowe and Stevenson. Motion Failed.

Jenean Sieving, 2708 W. 11<sup>th</sup>, representing Clean Air Sedalia, thanked the Mayor, City Administrator, City Council and City Attorney for their work on this issue in making Sedalia a better and healthier place to live. Ms. Sieving commented that she also received a call from a woman representing a camper caravan that will be coming to Sedalia in September asking for a list of smoke free restaurants in town.

Kevin Walker, 700 W. Broadway, stated that the Council should not have the right to govern this issue and tell businesses what they can and cannot do.

Kimberly Snapp stated that she is not happy with the ordinance and believes that bars should be exempt. Ms. Snapp stated that she also has an issue with parks being included because parks are not indoor. Ms. Snapp commented if people are not able to go to their cars to smoke in a park this could cause an issue of leaving children unattended. City Attorney Gardner corrected her previous statement and re-clarified that the ordinance does exempt smoking in a private vehicle inside the park which would also include other city owned parking lots.

Dennis Nicholson, 22652 Depot Rd., stated that he has spoken with a lot of people and he was amazed at the number of people who think the ordinance is going to a vote of the people and the number of people who don't even know the ordinance is being discussed.

Carla Crain, End Zone Manager, stated that 80% of their business is from smokers and if the ordinance passes and smoking is prohibited the business would probably close.

Dean Anderson, Columbia, MO, stated that since the City of Columbia passed a smoke free ordinance more businesses opened and succeeded than have closed. This is an opportunity for Sedalia to protect the health of its citizens.

Matthew Brooke, 3204 S. Stewart, thanked Council for their work on the ordinance. Mr. Brooke stated that as a smoker does not mind not being able to smoke in restaurants but disagrees with bars being included and added that private clubs should not be exempt.

Natalie Newbill, 2412 Stacey Ln., stated that her and her friends like to go to bars but can't because of the smoke. Even if businesses lose some people due to smoking they will gain others that do not smoke.

Following discussion item was moved to full Council on motion by Rowe, seconded by Galliher. Voting "Yes" were Galliher, Turley, LaStrada, Monsees, Walter, Rowe and Stevenson. Voting "No" was Cross.

City Administrator, Gary Edwards, reminded the Council that June 24, 2013 there will be a walking tour of downtown at 6:00 p.m. and that vehicles will be available for those who need them. Community Development Director, John Simmons, stated that the tour is to familiarize the Council with the investments downtown and the issues being faced. Administrator Edwards added that June 18, 2013 the Clean Sedalia Committee will be meeting at 6:00 p.m. to hear a presentation on Certified Local Governments. Administrator Edwards stated that the closed door meeting that was scheduled for after the Council Meeting has been canceled.

With no further comments, the meeting closed at 6:49 p.m.  
Respectfully submitted: Jason S. Myers, Deputy City Clerk



**CITY OF SEDALIA, MISSOURI**  
**COUNCIL MEETING – JUNE 17, 2013**

The Council of the City of Sedalia, Missouri duly met on Monday, June 17, 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 LaStrada.

**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:** None.

**MINUTES:**

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

- Pre-Council Meeting June 3, 2013
- Regular Council Meeting June 3, 2013

**REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:**

Accepted the minutes of the Citizen's Traffic Advisory Commission dated May 15, 2013 on motion by Galliher, seconded by Walter. All in favor.

**ROLL CALL OF STANDING COMMITTEES:**

**PUBLIC SAFETY – STEPHEN GALLIHER, CHAIRMAN**

Approved purchase of mobile radio upgrades for the Sedalia Police Department per Missouri State Contract and purchased through Motorola Solutions (Purchase covered through grant, Missouri Communications Assistance Program, and will be reimbursed to the Police Department when upgrades are completed. Grant is for amount of \$25,200.00) on motion by Rowe, seconded by LaStrada. All in favor.

**PUBLIC WORKS – TOLBERT ROWE, CHAIRMAN**

Awarded bid for Chemical Root Control of City of Sedalia Sanitary Sewer Collection System to Duke's Root Control, Inc., Syracuse, NY in the amount of \$15,678 on motion by Monsees, seconded by LaStrada. All in favor.

Awarded bid for Mill & Overlay of various City Streets to APAC-Missouri, Columbia, MO in the amount of \$184,900 (budgeted amount \$200,000) on motion by Walter, seconded by Cross. All in favor.

Approved quote for the sole source purchase of modified aggregate quick set street treatment (50,901 square yards) to Donelson Construction, Clever, MO in the amount of \$236,363.04 on motion by Galliher, seconded by Walter. All in favor.

Awarded bid for Yard Waste Grinding #4 to Braik Brothers Tree Care and Green Waste Recycling, LLC, Columbia, MO in the amount of \$37,604 on motion by Walter, seconded by Turley. All in favor.

FINANCE & ADMINISTRATION – JO LYNN TURLEY, CHAIRMAN

Approve 2 year extension of the Depository of City Funds with Third National Bank (Original bid for the Depository of City Funds to Third National Bank was awarded on June 21, 2010 for a 3 year term with option of an additional 2 year extension) on motion by Galliher, seconded by LaStrada. All in favor.

NEW BUSINESS:

BILL NO. 2013–55, ORDINANCE NO. 10094 – AN ORDINANCE APPROVING THE FINAL PLAT FOR MENARDS PLAZA PLAT 2, AN ADDITION TO THE CITY OF SEDALIA, MISSOURI, AND BEING A RE-PLAT OF LOTS 7 THROUGH 10 OF MENARDS PLAZA, AND DEDICATING PUBLIC UTILITY AND ROADWAY EASEMENTS AS SHOWN ON SAID PLAT TO PUBLIC USE was read once by title.

2<sup>nd</sup> Reading – Motion by Galliher, 2<sup>nd</sup> by Rowe. All in favor.

Final Passage – Motion by Galliher, 2<sup>nd</sup> 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. 2013–56, ORDINANCE NO. 10095 – AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND DUKE’S ROOT CONTROL, INC. FOR THE CHEMICAL ROOT CONTROL OF THE CITY OF SEDALIA, MISSOURI SANITARY SEWER COLLECTION SYSTEM was read once by title.

2<sup>nd</sup> Reading – Motion by Turley, 2<sup>nd</sup> by LaStrada. All in favor.

Final Passage – Motion by Rowe, 2<sup>nd</sup> by Galliher. All in favor.

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

BILL NO. 2013–57, ORDINANCE NO. 10096 – AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND APAC-MISSOURI, INC. FOR THE MILL AND OVERLAY OF VARIOUS CITY STREETS was read once by title.

2<sup>nd</sup> Reading – Motion by Rowe, 2<sup>nd</sup> by Galliher. All in favor.

Final Passage – Motion by Galliher, 2<sup>nd</sup> 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. 2013–58, ORDINANCE NO. 10097 – AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI

AND BRAIK BROTHERS TREE CARE AND GREEN WASTE RECYCLING, LLC FOR YARD WASTE GRINDING #4 PROJECT was read once by title.

2<sup>nd</sup> Reading – Motion by Rowe, 2<sup>nd</sup> by LaStrada. All in favor.

Final Passage – Motion by Galliher, 2<sup>nd</sup> 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. 2013–59, ORDINANCE NO. 10098 – AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI REPEALING ORDINANCE #9676 AND #9677 BY REMOVING “15 MINUTE” PARKING RESTRICTIONS IN FRONT OF 122 SOUTH OHIO AVENUE AND AT THE NORTHWEST CORNER OF SECOND STREET AND SOUTH OHIO AVENUE IN THE CITY OF SEDALIA, MISSOURI was read once by title.

2<sup>nd</sup> Reading – Motion by Galliher, 2<sup>nd</sup> by LaStrada. All in favor.

Final Passage – Motion by Galliher, 2<sup>nd</sup> by LaStrada. All in favor.

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

BILL NO. 2013–60, ORDINANCE NO. 10099 – AN ORDINANCE ADDING ARTICLE V, SECTIONS 12-401 TO 12-418, TO CHAPTER 12 OF THE CODE OF ORDINANCES FOR THE CITY OF SEDALIA, MISSOURI, KNOWN AS THE SEDALIA CLEAN AIR INDOOR ACT OF 2013 was read once by title.

2<sup>nd</sup> Reading – Motion by Galliher, 2<sup>nd</sup> by Rowe. All in favor except Cross who opposed.

Final Passage – Motion by Galliher, 2<sup>nd</sup> by Rowe. All in favor except Cross and LaStrada who opposed.

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

Prior to Councilman LaStrada voting she clarified her decision to vote in favor of the ordinance, stating she was sorry about the bars, however, the ordinance does exempt private clubs.

RESOLUTION NO. 1833 – A RESOLUTION AUTHORIZING THE SEDALIA POLICE DEPARTMENT TO ACT AS AN AGENT FOR THE CITY OF SEDALIA IN THE APPLICATION PROCESS FOR THE 2013 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE LOCAL GRANT (JAG) FROM THE U.S. BUREAU OF JUSTICE AS WELL AS AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF SEDALIA, MISSOURI AND THE COUNTY OF PETTIS, MISSOURI FOR DISTRIBUTION AND USE OF ANY AWARDED FUNDS was read once by title and approved on motion by Rowe, seconded by Walter. All in favor.

#### APPOINTMENTS:

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

#### LIBRARY BOARD

Appoint John Snelling, 1220 S. Barrett, for a 3-year term expiring June 2016

### HOUSING AUTHORITY BOARD

Appoint Bonnie Kemp, 2313 Lewis Circle, for a 4-year term expiring June 2017

### PARK BOARD

Reappoint Roy Poynter, 605 S. Engineer, for a 3-year term expiring June 2016

### BIDS:

- Yard Waste Grinding #4 – May 9, 2013
- Root Control Project – May 22, 2013
- Mill and Overlay of Various Streets – June 11, 2013

### LIQUOR LICENSES:

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

#### New:

- Robert Blackburn dba Michael's Italian Steak House, 150 S. Limit – Liquor by Drink

#### Renewal:

- John A Kehde dba Kehde's Bar-B-Q, 1915 S. Limit – 5% Beer by Drink
- Stacey Fitter dba Fitter's 5<sup>th</sup> Street Pub, 500 S. Ohio – Liquor by Drink

DEPARTMENT BILLS thru June 17, 2013 totaling \$278,084.33 were approved for payment on motion by Galliher, seconded by Walter. All in favor.

### MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Mayor Horn thanked the Council for their work on the Clean Air Ordinance.

Councilman Cross read the following statement:

“Tonight 6 Council members voted in favor of Sedalia smoking ban, allowing members of private clubs to smoke on the premises. The main reason I am opposed and voted no on smoking ordinance is I, along with many Sedalia residents, feel the good citizens of Sedalia should of had the right to vote on this issue. Now with the new smoking ordinance, private clubs selling alcoholic beverages are now permitted to smoke on their premises. To be fair, shouldn't all drinking establishments (public bars) selling alcoholic beverages have the same right as private clubs and allow their patrons to smoke on the premises. Thank you.”

Councilman Galliher commended the Drug Enforcement Division of the Sedalia Police Department on the drug bust this morning.

Councilman Monsees commended City Administrator Gary Edwards on the article about Harry S. Truman that he wrote for the Sedalia Democrat.

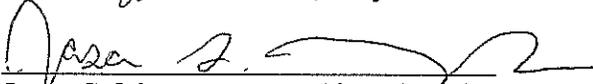
### GOOD & WELFARE:

Brian Dick, owner of Dick's Barber Shop at 117 S. Ohio, inquired how much longer Ohio Avenue was going to be half blocked. City Administrator, Gary Edwards, stated that City staff and Council are also concerned about the speed of the process and anticipates action very soon.

The meeting adjourned at 7:16 p.m. on motion by Monsees, seconded by Galliher. All in favor.

THE CITY OF SEDALIA, MISSOURI

  
\_\_\_\_\_  
Mary Elaine Horn, Mayor

  
\_\_\_\_\_  
Jason S. Myers, Deputy City Clerk for  
Arlene Silvey, MRCC City Clerk



**CITY OF SEDALIA, MISSOURI**  
**SPECIAL COUNCIL MEETING**  
**COUNCIL/CLEAN SEDALIA COMMITTEE TOUR**  
**OF DOWNTOWN – JUNE 24, 2013**

The Council of the City of Sedalia, Missouri duly met in Special Session on Monday, June 24, 2013, at 6:03 p.m. at the Municipal Building with Mayor Mary Elaine Horn presiding. Mayor Horn called the meeting to order.

**ROLL CALL:**

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

**PUBLIC WORKS – TOLBERT ROWE, CHAIRMAN**

dPlanit, LLC, a Kansas Limited Liability Company, was selected as the firm for Comprehensive Plan & Zoning Code Update in an amount not to exceed \$20,000.00 on motion by LaStrada, seconded by Galliher. All present in favor. Walter and Stevenson were absent.

BILL NO. 2013–61, ORDINANCE NO. 10100 – AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND dPlanit, LLC, A KANSAS LIMITED LIABILITY COMPANY, FOR PROFESSIONAL PLANNING SERVICES FOR THE UPDATING OF THE CITY OF SEDALIA, MISSOURI COMPREHENSIVE PLAN AND ZONING ORDINANCES was read once by title.

2<sup>nd</sup> Reading – Motion by Rowe, 2<sup>nd</sup> by Galliher. All present in favor. Walter and Stevenson were absent.

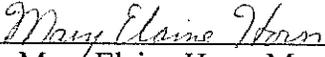
Final Passage – Motion by Galliher, 2<sup>nd</sup> by Rowe. All present in favor. Walter and Stevenson were absent.

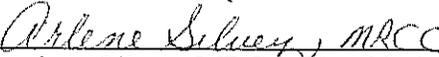
Roll Call Vote: Voting “Yes” were Galliher, Turley, LaStrada, Monsees, Cross, and Rowe. No one voted “No”. Walter and Stevenson were absent.

The meeting adjourned at 6:08 p.m. on motion by Monsees, seconded by Galliher. All present in favor. Walter and Stevenson were absent.

Following the Special Council Meeting, City Council and the Clean Sedalia Committee toured Downtown.

THE CITY OF SEDALIA, MISSOURI

  
\_\_\_\_\_  
Mary Elaine Horn, Mayor

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

June 20, 2013

To: City Administrator Gary Edwards  
Mayor Elaine Horn  
Members of the City Council  
From: Fire Chief Mike Ditzfeld  
Re: Fire Station Furniture and Equipment

The Fire department recently received sealed bids for the purchase of furniture and equipment for the new fire station that is under construction.

A total of forty one different pieces of furniture and /or pieces equipment was separated into eight bid packages.

The bid packages were as follows:

- Package #1- Office Furniture
- Package #2-Bunk Room Furniture.
- Package #3-Kitchen Appliances
- Package #4-Landries
- Package #5- SCBA Compressor System
- Package #6- Day Room Furniture
- Package #7- Turnout Gear Washer and Dryer
- Package #8- Exercise Equipment

A total of thirteen vendors submitted proposals. Two of the bid packages only had one vendor submitting a proposal. All other packages had two or more vendors submitting a proposal.

After a thorough evaluation of the submitted proposals by Fire Department Staff we are recommending the purchase of furniture and equipment from the vendors as follows:

**Package #1-** All office furniture listed with the exception of the Transportable Tables to the lowest bidder, Missouri Vocational Enterprises in Jefferson City Mo. with a total bid of-\$16,648.00. We recommend rejecting all bids for the Transportable Tables.

**Package #2-** All bunk room items listed to the only bidder, Forty Winks in Sedalia with a total bid of \$5,648.00.

**Package #3-** All kitchen Appliances listed to the lowest bidder, Sears in Sedalia with a total bid of \$4,666.86

**Package #4-** Laundry room washer and dryer to the lowest bidder, Sears in Sedalia with a total bid of \$1,409.98

**Package #5-** All items listed in the SCBA Compressor package including the compressor, containment fill station , air storage system, assembly, and shipping, the option for a fifty foot fill hose, the option for a modular integration kit, and the option for the CO monitor to the lowest bidder, Towers Fire Apparatus in Freeburg IL for a total bid of \$36,251.16.

**Package #6-** Day Room Furniture consisting of heavy duty recliners to the lowest bidder, All A Board Inc. in Richmond VA. For a total of \$4,680.00.

**Package #7-** Turnout Gear Washer, 6- Gear Dryer, and Glove Hanger form the only bidder, John Morris Equipment & Supply in Springfield Mo. for a total bid of \$15,025.00

**Package #8-** Exercise Equipment items bid prices exceeded staff projections and we are recommending rejection of this entire bid package.

All items recommended meet department specifications and are determined to be the best choice for our needs.

Funding for these purchase are included in the previously approved budget for the Fire Station Construction Project utilizing funds appropriated in in the City's Fund 15 Capital Projects II Fund.

Your approval of these recommendations at this time will contribute to a cost savings because of already announced price increase scheduled to take effect in the next 30 to 45 days.

Thank you for your consideration and please do not hesitate to contact me if you have questions or would like additional information.

## FIRE DEPARTMENT BIDDERS REQUEST

### Interior furnishings and equipment for New Fire Station

#### Bid Package #1- Office Furniture

##### Items:

Desk with return  
Desk without return  
Bookcases  
Desk Chairs  
Conference table  
Podium  
Coat tree  
Lateral File Cabinet  
Wood All- purpose Arm Chairs  
Guest Chairs  
Stacking Chairs  
Transportable Training Tables

#### Bid Package #2- Bunk Room

##### Items:

Mattress  
Foundations  
Bed Frames  
Optional Mattress Protector

#### Bid Package #3- Kitchen Appliances

##### Items:

Gas Range  
Refrigerators  
Dishwasher  
Microwave Oven

#### Bid package #4- Laundries

##### Item:

Washer  
Electric Dryer

**FIRE DEPARTMENT BIDDERS REQUEST**  
**Interior furnishings and equipment for New Fire Station**

Bid Package #5- SCBA Compressor

Item:

Air Compressor  
Bottle Containment Fill Station  
Air Storage System

Bid Package #6- Day Room Furniture

Item:

Heavy Duty Recliners

Bid Package #7- Turnout Gear Washer/Dryer

Item:

Washer  
Dryer

Bid Package #8- Exercise Equipment

Item:

39 inch LED HDTV  
TV mount  
DVD player  
Power Rack with Plated loaded Lat attachment  
Treadmill  
Elliptical  
Cap Barbell solid curl bar with collars  
Dumbbell set 5-50lbs with three tier rack  
Olympic weight tree and barbell holder  
Utility Bench  
300 lb. Olympic weight set (Quantity-2)

TABULATION OF BIDS- JUNE 18, 2013 2:00 P.M. INTERIOR FURNISHINGS AND EQUIPMENT / NEW FIRE STATION

Bid Package #1 -- Office Furniture		MO Vocational Enterprises 1717 Industrial Dr. P.O. Box 1898 Jefferson City, MO 65102		Contract Furnishings 3129 Main St. Kansas City, MO 64111		Designers Touch 1730 Sycamore Dr. Sedalia, MO 65301		
Items	Unit	Quantity	Per Unit	Total	Per Unit	Total	Per Unit	Total
Desk with desk return	Ea.	1	\$1,699.00	\$1,699.00	N/A	N/A	\$3,348.00	\$3,348.00
Desk with return	Ea.	1	\$1,329.00	\$1,329.00	N/A	N/A	\$3,348.00	\$3,348.00
Desk without return	Ea.	1	\$1,149.00	\$1,149.00	N/A	N/A	\$1,400.00	\$1,400.00
Bookcase	Ea.	3	\$399.00	\$1,197.00	N/A	N/A	\$865.00	\$2,595.00
Desk Chair	Ea.	3	\$529.00	\$1,587.00	N/A	N/A	\$210.00	\$630.00
Desk Chair	Ea.	2	\$379.00	\$758.00	N/A	N/A	\$210.00	\$420.00
Conference table	Ea.	1	\$669.00	\$669.00	N/A	N/A	\$2,105.00	\$2,105.00
Podium	Ea.	1	\$398.00	\$398.00	N/A	N/A	\$1,100.00	\$1,100.00
Coat tree	Ea.	1	\$88.00	\$88.00	N/A	N/A	\$125.00	\$125.00
Lateral File Cabinet	Ea.	1	\$616.00	\$616.00	\$740.00	\$740.00	\$650.00	\$650.00
Wood Arm Chair	Ea.	12	\$140.00	\$1,680.00	\$228.00	\$2,736.00	\$75.00	\$900.00
Guest Chair	Ea.	16	\$279.00	\$4,464.00	N/A	N/A	\$355.00	\$5,680.00
Stacking Chair	Ea.	26	\$39.00	\$1,014.00	\$162.00	\$4,212.00	\$60.00	\$1,560.00
Transportable Tables	Ea.	9	N/A	N/A	\$632.70		\$560.00	
90° wedges	Ea.	4	N/A	N/A	\$194.85	\$779.40	\$160.00	\$640.00
Assembly /Set - Up				\$0.00	Combined w/ Delivery			\$1,500.00
Shipping/Delivery				\$0.00		\$1,313.00		\$800.00
Total Amount				\$16,648.00		\$8,467.40		\$24,501.00

**TABULATION OF BIDS- JUNE 18, 2013 2:00 P.M. INTERIOR FURNISHINGS AND EQUIPMENT**

<b>Bid Package #2 – Bunk Room</b>		Forty Winks 4013 S. Limit Sedalia, MO 65301	
<u>Items</u>	<u>Unit</u>	<u>Quantity</u>	<u>Per Unit</u> <u>Total</u>
Memory Foam Mattress	Ea.	16	\$220.00      \$3,520.00
Mattress Foundation	Ea.	16	\$70.00      \$1,120.00
Bed Frame	Ea.	16	\$36.00      \$576.00
Optional Mattress Protector	Ea.	16	\$27.00      \$432.00
Assembly /Set – Up			\$0.00
Shipping/Delivery			\$0.00
Meet Specs			Yes
<b>Total Amount</b>			<b>\$5,648.00</b>

<b>Bid Package #3 – Kitchen Appliances</b>		Menards 4400 Wisconsin Ave Sedalia, MO 65301		Sears 3117 W. Broadway Sedalia, MO 65301	
<u>Items</u>	<u>Unit</u>	<u>Quantity</u>	<u>Per Unit</u> <u>Total</u>	<u>Per Unit</u> <u>Total</u>	<u>Total</u>
Gas Range	Ea.	2	\$1,199.00      \$2,398.00	\$719.99	\$1,439.98
Refrigerators	Ea.	3	\$719.00      \$2,157.00	\$587.99	\$1,763.97
Dishwasher	Ea.	1	\$749.00      \$749.00	\$649.99	\$649.99
Microwave Oven	Ea.	3	\$199.00      \$597.00	\$199.99	\$599.97
Assembly /Set – Up			See notes		\$212.95
Shipping/Delivery				\$49.00	\$0.00
Meet Specs			Yes	Yes, except; range no broiler pan/can mail in for it	
Notes			Set up for Ref., Micro., Washer & Dryer N/C. Installation of Dishwasher & Ranges N/A	Available 7-10 days from order, 5 yr. full Maint. coverage for \$1,295.95	
<b>Total Amount</b>			<b>\$5,950.00</b>		<b>\$4,453.91</b>

**TABULATION OF BIDS - JUNE 18, 2013 2:00 P.M. INTERIOR FURNISHINGS AND EQUIPMENT**

<b>Bid Package #4 - Laundries</b>				<b>Menards</b>		<b>Sears</b>	
				4400 Wisconsin Ave Sedalia, MO 65301		3117 W. Broadway Sedalia, MO 65301	
<u>Items</u>	<u>Unit</u>	<u>Quantity</u>	<u>Per Unit</u>	<u>Total</u>	<u>Per Unit</u>	<u>Total</u>	
Washer	Ea.	1	\$854.00	\$854.00	\$679.99	\$679.99	
Dryer	Ea.	1	\$854.00	\$854.00	\$679.99	\$679.99	
Assembly/Set - Up				N/A		\$50.00	
Shipping/Delivery				\$49.00		N/A	
Meet Specs				Yes	Yes		
Notes				Hoses & plug needed for set up, included w/delivery price		Total will cover hoses, cords, & install. 5 yr. full maint. Coverage for \$476.98	
<b>Total Amount</b>				<b>\$3,465.00</b>		<b>\$2,769.96</b>	

<b>Bid Package #5 - SCBA Compressor</b>				<b>Towers Fire Apparatus</b>		<b>Feld Fire Equip. Co.</b>	
				502 S. Richland St. Freeburg, IL 62243		1330 NW Jefferson Grain Valley, MO 64069	
<u>Items</u>	<u>Unit</u>	<u>Quantity</u>	<u>Per Unit</u>	<u>Total</u>	<u>Per Unit</u>	<u>Total</u>	
SCBA Compressor	Ea.	1	\$17,731.38	\$17,731.38	\$21,610.00	\$21,610.00	
Containment Fill Station	Ea.	1	\$5,721.75	\$5,721.75	\$8,640.00	\$8,640.00	
Air Storage System	Ea.	1	\$5,587.34	\$5,587.34	\$5,880.00	\$5,880.00	
Option-intrigation kit	Ea.	1	\$1,652.62	\$1,652.62	N/A	N/A	
Option-CO monitor	Ea.	1	\$2,662.57	\$2,662.57			
Option-50ft fill hose	Ea.	1	\$287.50	\$287.50			
Assembly/Set - Up (REVISED)				\$2,008.00		\$480.00	
Shipping/Delivery				\$600.00		\$1,300.00	
Meet Specs				Yes	Yes		
Notes					Bid good for 180 days, Delivery 6-8		
<b>Total Amount</b>				<b>\$36,251.16</b>		<b>\$37,910.00</b>	

**TABLATION OF BIDS- JUNE 18, 2013 2:00 P.M. INTERIOR FURNSHINGS AND EQUIPMENT**

Bid Package #6 – Day Room Furniture			All A Board Inc. 395 Dabbs House Rd. Richmond, VA 23223		Fire Station Outfitters P.O. Box 175 Empire, CA 95319	
Items	Unit	Quantity	Per Unit	Total	Per Unit	Total
Heavy Duty Recliner	Ea.	8	\$585.00	\$4,680.00	\$675.00	\$5,400.00
Assembly /Set – Up				N/A		\$0.00
Shipping/Delivery				Included		\$0.00
Meet Specs			Yes		No; Bondel leather cover	
Notes	4-6 weeks after receipt of P.O., Facility must be tractor trailer accessible & customer must be able to remove furniture from rear of truck & install. Delivery 20-30 days after receiving P.O. , City employees will install					
Total Amount				<b>\$4,680.00</b>		<b>\$5,400.00</b>

Bid Package #7 – Turnout Gear Washer/Dryer			John Morris Eq. & Supply Co. 2023 S. Glenstone Springfield, MO 65804		
Items	Unit	Quantity	Per Unit	Total	
Washer	Ea.	1	\$8,895.00	\$8,895.00	
Dryer	Ea.	1	\$5,220.00	\$5,220.00	
Options			Boot Hanger	\$555.00	
Options			Adj. Single Shelf	\$123.00	
Options (YES)			Glove Hanger	\$555.00	
Options (YES)			Turnout Dryer(6gear)	\$5,575.00	
Assembly /Set – Up				\$0.00	
Shipping/Delivery				\$0.00	
Meet Specs			Yes		
Notes	Dryer 5 gear. Will order & hold equip.				
Total Amount				<b>\$15,025.00</b>	

**TABULATION OF BIDS- JUNE 18, 2013 2:00 P.M. INTERIOR FURNISHINGS AND EQUIPMENT**

Bid Package #8 – Exercise Equipment		Sears		CDW Government		Adv. Exercise Equip.		
		3117 W. Broadway Sedalia, MO 65301	230 N. Milwaukee Ave. Vernon Hills, IL 60061	5116 S. Ashwood Battlewood, MO 65619				
Items	Unit	Quantity	Per Unit	Total	Per Unit	Total	Per Unit	Total
39" LED HDTV	Ea.	1	\$399.99	\$399.99	\$409.30	\$409.30	N/A	N/A
TV Mount	Ea.	1	\$89.99	\$89.99	\$32.19	\$32.19	N/A	N/A
DVD Player	Ea.	1	\$34.99	\$34.99	\$78.43	\$78.43	N/A	N/A
Power Rack Lat attachment	Ea.	1	N/A	N/A	N/A	N/A	\$900.00	\$900.00
Treadmill	Ea.	1	\$799.99	\$799.99	N/A	N/A	\$3,900.00	\$3,900.00
Elliptical	Ea.	1	\$749.88	\$749.88	N/A	N/A	\$3,500.00	\$3,500.00
Cap Barbell	Ea.	1	N/A	N/A	N/A	N/A	\$27.33	\$27.33
Dumbbell Set	Ea.	1	N/A	N/A	N/A	N/A	\$1,116.69	\$1,116.69
Weight Tree	Ea.	1	N/A	N/A	N/A	N/A	\$299.00	\$299.00
Utility Bench	Ea.	1	N/A	N/A	N/A	N/A	\$393.00	\$393.00
Olympic Weight Set	Ea.	3	N/A	N/A	N/A	N/A	\$400.00	\$1,200.00
Assembly /Set – Up				\$200.00		N/A		N/A
Shipping/Delivery				N/A		\$0.00		\$883.00
Meet Specs			Yes for items bid on		No specs sheet submitted		Yes for items bid on	
<b>Total Amount</b>				<b>\$2,274.84</b>		<b>\$519.92</b>		<b>\$11,336.02</b>

To: Gary Edwards  
From: Bill Beck  
Date: June 25, 2013  
Subject: Wastewater Treatment Plant Improvements Project Work  
Change Directive #1, 2, 3, & 4

I would like to recommend the City Council approve Work Change Directive (WCD) #1, 2, 3, & 4 for the Wastewater Treatment Plant Improvements Project. The total amount of the WCD's is an increase of \$28,594.00. This will be paid out of the COP money.

WCD #1 is for a deduction of \$920.00. The EPO System (wall mounted alarm horn/strobe alarm system) was eliminated from the project for both the southeast and central plants. It was decided this was not necessary.

WCD #2 is for an increase of \$8,678.00. It was found that a transformer was bad at the southeast plant and had to be replaced. This cost is for the transformer and installation.

WCD #3 is for an increase of \$1,500.00. It was found that the culvert pipe at the drive approach at the southeast plant was not big enough and needed to be extended by 12 feet.

WCD #4 is for an increase of \$19,336.00. The jib crane hoist for the disinfection units at both plants were designed as manual but then changed to electric hoist. The City had requested manual, but the vendor for the ultra violet disinfection equipment strongly suggested that we go with the electric units for protection of the bulbs.

Thank you.

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



# Work Change Directive

No. **1**

Date of Issuance: January 7, 2013

Effective Date: January 7, 2013

Project: Sedalia WWTP Imp's	Owner: City of Sedalia, MO	Owner's Contract No.
Contract: Wastewater Treatment Plant Improvements; Sedalia, MO.		Date of Contract: Nov. 21, 2012
Contractor: McClanahan Construction Co., Inc		Engineer's Project No.: 009-0827

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

Item No.	Description
1	Delete EPO System ( SE and Central Plants)

### Attachments (list documents supporting change):

### Purpose for Work Change Directive:

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

- Nonagreement on pricing of proposed change.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

### Estimated change in Contract Price and Contract Times:

Contract Price \$920.00 ( decrease)

Contract Time 0 (increase/decrease)  
days

Recommended for Approval by Engineer: <i>[Signature]</i>	Date <u>1/7/13</u>
Authorized for Owner by: <i>[Signature]</i>	Date <u>1-28-2013</u>
Received for Contractor by: <i>[Signature]</i>	Date
Received by Funding Agency (if applicable):	Date:



# Work Change Directive

No. 2

Date of Issuance: January 22, 2013 Effective Date: January 22, 2013

Project: Sedalia WWTP Imp's	Owner: City of Sedalia, MO	Owner's Contract No.
Contract: Wastewater Treatment Plant Improvements; Sedalia, MO.		Date of Contract: Nov. 21, 2012
Contractor: McClanahan Construction Co., Inc.		Engineer's Project No.: 009-0827

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

Item No.	Description
1 (RE: RFI #4)	Provide and install new 25 amp breaker/bucket for MCC 2.
	Provide and install new conduit and wiring thru green space.
	Provide and install new NEMA3R 15 kva transformer

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

See Attached.

**Purpose for Work Change Directive:**

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

- Nonagreement on pricing of proposed change.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

**Estimated change in Contract Price and Contract Times:**

Contract Price \$ 8678.00 (increase) Contract Time 0 (increase/decrease) days

Recommended for Approval by Engineer: <i>Michael Collins</i>	Date <u>1/23/13</u>
Authorized for Owner by: <i>Wain Lake</i>	Date <u>2/1/2013</u>
Received for Contractor by: <i>[Signature]</i>	Date
Received by Funding Agency (if applicable):	Date:

Date of Issuance: April 16, 2013

Effective Date: April 16, 2013

Project: Sedalia WWTP Imp's	Owner: City of Sedalia, MO	Owner's Contract No.
Contract: Wastewater Treatment Plant Improvements; Sedalia, MO.		Date of Contract: Nov. 21, 2012
Contractor: McClanahan Construction Co., Inc.		Engineer's Project No.: 009-0827

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

Item No.	Description
1	Provide and install 12"x 40 LF; CMP culvert extension per revised drive plan
	Provide and install 12" CMP FES per revised drive plan

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

See Attached.

**Purpose for Work Change Directive:**

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

- Nonagreement on pricing of proposed change.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

**Estimated change in Contract Price and Contract Times:**

Contract Price \$ 1500.00 (increase)

Contract Time 0 (increase/decrease)  
days

Recommended for Approval by Engineer: <i>Michael Melis</i>	Date <u>4/16/13</u>
Authorized for Owner by: <i>Kevin Lane</i>	Date <u>4/19/2013</u>
Received for Contractor by: <i>[Signature]</i>	Date
Received by Funding Agency (if applicable):	Date:

Date of Issuance: May 28, 2013 Effective Date: May 28, 2013

Project: Sedalia WWTP Imp's	Owner: City of Sedalia, MO	Owner's Contract No.
Contract: Wastewater Treatment Plant Improvements; Sedalia, MO.		Date of Contract: Nov. 21, 2012
Contractor: McClanahan Construction Co., Inc.		Engineer's Project No.: 009-0827

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

Item No.	Description
1	Provide and install two speed 500# wire rope electric hoist for SE and Central

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

See Attached.

**Purpose for Work Change Directive:**

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

- Nonagreement on pricing of proposed change.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

**Estimated change in Contract Price and Contract Times:**

Contract Price \$19336 (increase)      Contract Time 0 (increase/decrease)  
days

Recommended for Approval by Engineer: <i>Michael Mulvick</i>	Date <u>5/30/13</u>
Authorized for Owner by: <i>Kevin Lane</i>	Date <u>5/30/2013</u>
Received for Contractor by: <i>[Signature]</i>	Date
Received by Funding Agency (if applicable):	Date:

To: Gary Edwards  
From: Bill Beck  
Date: June 25, 2013  
Subject: Horace Mann Safe Routes To School Engineering

I would recommend that Council approve the contract with Affinis Corporation for the Horace Mann Safe Routes to School Project. Total cost for engineering will be \$34,707.05.

The City received a grant for this project in the amount of \$246,354.75. The monies allocated in the grant for engineering and construction observation are for \$45,621.25. Therefore, the grant will cover the entire cost of the engineering.

The City requested proposals for this project and ten were received. Each proposal was scored and Affinis Corporation received the highest average score. We have not worked with this company in the past but they are very experienced with MODOT projects and sidewalk projects.

Thank you.

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

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

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

**AN ORDINANCE APPROVING AND ACCEPTING EXHIBIT Q TO THE MASTER AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SEDALIA, MISSOURI AND OLSSON ASSOCIATES FOR ENGINEERING SERVICES.**

**WHEREAS**, on June 15, 2009 the City of Sedalia executed an Administrative Consent Order, 2009 – 1002 with the Missouri Department of Natural Resources for required improvements to be made to the City’s Wastewater Sewer System by July 31, 2016; and

**WHEREAS**, the City of Sedalia, Missouri approved a Master Agreement for Professional Services between the City of Sedalia and Olsson Associates on June 15, 2009 for services rendered; and

**WHEREAS**, under the attached agreement labeled Exhibit Q, Olsson Associates shall provide services associated with the design, bidding assistance and construction phase services for improvements to the wastewater collection system described as Phase 1 Main Rehabilitation and include assistance with the review of Smoke Testing data acquired by the City, discharge permit modifications and data management; and

**WHEREAS**, and as consideration therefore, the City of Sedalia, Missouri, shall pay Olsson Associates:

- An anticipated cost of not to exceed Four Hundred Ninty Thousand Two Hundred Fifty-four dollars (\$490,254.00) for Lump Sum Tasks 200001 through 720001, and
- Time and expense basis with an estimated fee of Two Hundred Fifteen Thousand One Hundred Twenty-nine dollars (\$215,129.00) for Group A Construction Observation/Staking/Testing Services, and
- Time and expense basis with an estimated fee of One Hundred Twenty-six Thousand Four Hundred Fifty dollars (\$126,450.00) for Group B1 Construction Observation Services.
- The total compensation under Exhibit Q shall not exceed Eight Hundred Thirty-one Thousand Eight Hundred Thirty-three dollars (\$831,833.00) without further written authorization from the City Council.

All terms as more fully described in the proposed agreement 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 agreement by and between the City of Sedalia, Missouri and Olsson Associates in substantively the same form and content as the agreement has been proposed.

**Section 2.** The City Administrator is authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri on the 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 in the City Clerk's Office prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1<sup>st</sup> day of July 2013.

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Presiding Officer of the Council

Approved by the Mayor of said City this 1<sup>st</sup> day of July 2013.

---

Mary Elaine Horn, Mayor

ATTEST:

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Arlene Silvey, MRCC  
City Clerk

To: Gary Edwards  
From: Bill Beck  
Date: June 25, 2013  
Subject: Olsson Associates Exhibit Q

I would like to recommend the Council approve Exhibit Q from Olsson Associates. This proposal covers design, bidding and construction observation for the wastewater collection system improvements. This exhibit is for a not to exceed amount of \$831,833.00. This will be paid out of the \$30 million project.

These improvements to the collection system that were identified as priority project through the data collection process; smoke testing and CCTV inspection.

Thank you.

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



EXHIBIT "Q" to GENERAL PROVISIONS ATTACHED TO  
MASTER AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN CLIENT AND OLSSON, DATED JUNE 10, 2009

**DESCRIPTION OF BASIC PROFESSIONAL SERVICES AND RELATED MATTERS**

This is an exhibit attached to and made a part of the General Provisions attached to the Master Agreement for Professional Services dated June 10, 2009 between City of Sedalia, Missouri ("Client") and Olsson Associates ("Olsson") providing for professional services. The Basic Services of Olsson are as indicated below.

**GENERAL**

Olsson shall perform for Client professional services in all phases of the Projects to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto.

**PART I: SCOPE OF SERVICES**

**SERVICES**

This scope of services includes the design, bidding assistance and construction phase services for improvements to the wastewater collection system described as Phase 1 Main Rehabilitation (Groups A and B1) in report titled, "Collection System Evaluation – Part 1, Engineering Report," dated April 2013, by Olsson Associates. Improvements include implementation in two separate construction contracts: a replacement contract (Group A) and a rehabilitation contract (Group B1).

The Services will also include assistance with the review of Smoke Testing data acquired by the City, discharge permit modifications and data management as further described below.

**PHASE 700: EXHIBIT "Q" SERVICES**

**TASK 200001: GROUP A SURVEY SERVICES**

Olsson shall provide survey services for sites associated with sewer main replacement, Group A. A total of 33 sites are anticipated. Survey services are not provided herein for Group B1 improvements. The tasks performed shall include:

- 1: **Topographical Survey** – Olsson will coordinate and subcontract with Engineering Surveys and Services (ESS) to provide topographical surveys and establish a base map for the project areas. This information will include horizontal and vertical locations of features along the routes such as roadways, drives, utilities, trees and other visible features. Missouri One-Call System will be contacted to mark existing utilities. Manhole top, invert, size and type information will be obtained for sanitary and storm sewers at each site. Horizontal control will be based on the Missouri State Plane Coordinate System and vertical control based on the

North American Vertical Datum of 1988 (NAVD 88). Common control will be established and extended throughout all of the project sites.

- 2: **Establish Existing Easements** - Olsson will coordinate and subcontract with Engineering Surveys and Services (ESS) to provide title search and locations for existing easements at each project site. Ownership and encumbrance reports for each property along the routes will be obtained from a title company. Field boundary evidence will be gathered sufficient to re-establish existing easements for the base map.
- 3: **Prepare New Sewer Easements (30 properties included)** – For existing sewers determined not to lie within existing easements, Olsson will coordinate and subcontract with Engineering Surveys and Services (ESS) to prepare an exhibit drawing and description of proposed easements for the City's use in acquiring easements.

**TASK 500001: GROUP A IMPROVEMENT DESIGN**

Olsson shall prepare a set of plans and project manual to describe the construction requirements and obtain competitive bids for the proposed improvements. The tasks performed shall include:

- 1: **Preliminary Design** - Olsson shall complete detailed review of video inspection and survey data to confirm the selected repair option for each site. Preliminary plans for each repair site will be developed and submitted for review by the City at the concept (10%) and preliminary (60%) stages. Olsson will conduct a review workshop with the City following each submittal to discuss comments, revisions for incorporation and finalize scope of improvements for final design development.
- 2: **Final Design** – Final plan set will include general layout, plan and profile sheets and details sheets. Project Manual will include contract and bidding documents, general requirements and technical specifications. Progress submittals and review workshops will be conducted at 90% and 100% completion stages.
- 3: **Prepare Cost Opinions** – Olsson will provide an opinion of probable construction cost for review by the City at each design progress submittal. A final cost opinion will provided prior to bid opening for bid comparison.
- 4: **Quality Control Review** - Olsson shall complete internal quality control reviews and checks prior to each progress submittal.

**TASK 500005: GROUP B-1 IMPROVEMENT DESIGN**

Olsson shall prepare a project manual with exhibits to describe the construction requirements and obtain competitive bids for the proposed improvements. The tasks performed shall include:

- 1: **Preliminary Design** - Olsson shall complete detailed review of video inspection and survey data to confirm the selected repair option for each site. Preliminary exhibits/maps and work schedule will be developed and submitted for review by the City at the concept (10%) and preliminary (60%) stages. Olsson will conduct a review workshop with the City following each submittal to discuss comments, revisions for incorporation and finalize scope of improvements for final design development..
- 2: **Final Design** – Final design documents will consist of a project manual with exhibits. Project Manual will include contract and bidding documents, general requirements and technical specifications. Exhibits will include general and location maps with aerial photography information; a work schedule and miscellaneous details. Progress submittals and review workshops will be conducted at 90% and 100% completion stages..
- 3: **Prepare Cost Opinions** – Olsson will provide an opinion of probable construction cost for review by the City at each design progress submittal. A final cost opinion will provided prior to bid opening for bid comparison.
- 4: **Quality Control Review** - Olsson shall complete internal quality control reviews and checks prior to each progress submittal.

**TASK 600001: GROUP A BID PHASE SERVICES**

Olsson shall assist the Client in bidding the Group A collection system improvements project. The tasks shall include:

- 1: **Prepare and Distribute Bid Documents** - Olsson shall arrange for preparation and distribution of bid documents to prospective bidders. Bid documents will be distributed through Drexel Technologies.
- 2: **Answer Bidder Questions** - Olsson shall answer bidder's questions regarding the construction documents.
- 3: **Prepare Addenda** - Olsson shall prepare and distribute addenda to the bidders as needed during the bid phase.
- 4: **Attend Pre-Bid Meeting** - Olsson shall attend a pre-bid meeting with contractors prior to the bidding of the project.
- 5: **Attend Bid Opening** - Olsson shall attend bid opening to assist Client in opening bids.
- 6: **Evaluate Bids** - Olsson shall prepare a tabulation of the bids and evaluate the bids and qualifications of the bidders.
- 7: **Recommend Award** - Based upon the results of the bid evaluation, Olsson shall provide a Recommendation of Award to Client.

**TASK 600005:           GROUP B1 BID PHASE SERVICES**

Olsson shall assist the Client in bidding the Group B1 collection system improvements project. The tasks shall include:

- 1:           **Prepare and Distribute Bid Documents** - Olsson shall arrange for preparation and distribution of bid documents to prospective bidders. Bid documents will be distributed through Drexel Technologies.
- 2:           **Answer Bidder Questions** - Olsson shall answer bidder's questions regarding the construction documents.
- 3:           **Prepare Addenda** - Olsson shall prepare and distribute addenda to the bidders as needed during the bid phase.
- 4:           **Attend Pre-Bid Meeting** - Olsson shall attend a pre-bid meeting with contractors prior to the bidding of the project.
- 5:           **Attend Bid Opening** - Olsson shall attend bid opening to assist Client in opening bids.
- 6:           **Evaluate Bids** - Olsson shall prepare a tabulation of the bids and evaluate the bids and qualifications of the bidders.
- 7:           **Recommend Award** - Based upon the results of the bid evaluation, Olsson shall provide a Recommendation of Award to Client.

**TASK 610001:           GROUP A CONSTRUCTION ADMINISTRATION SERVICES**

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

- 1:           **Attend Preconstruction Conference** – Olsson shall attend the pre-construction meeting, assist in preparing the meeting agenda, and shall prepare and distribute to all attendees (narrative style) minutes of the pre-construction meeting.
- 2:           **Submittal Review** – Olsson shall review the Contractor's submittal data on materials for general conformance with the intent of the design.
- 3:           **Attend Progress Meetings (8 each)** – Olsson shall attend progress meetings during project construction.
- 4:           **Review Progress Payments** - Olsson shall review the Contractor's monthly progress payment applications for general conformance with the progress of the work and mathematical accuracy.

**TASK 610005: GROUP B1 CONSTRUCTION ADMINISTRATION SERVICES**

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

- 1: **Attend Preconstruction Conference** – Olsson shall attend the pre-construction meeting, assist in preparing the meeting agenda, and shall prepare and distribute to all attendees (narrative style) minutes of the pre-construction meeting.
- 2: **Submittal Review** – Olsson shall review the Contractor's submittal data on materials for general conformance with the intent of the design.
- 3: **Attend Progress Meetings (6 each)** – Olsson shall attend progress meetings during project construction.
- 4: **Review Progress Payments** - Olsson shall review the Contractor's monthly progress payment applications for general conformance with the progress of the work and mathematical accuracy.

**PHASE 701/TASK 640001: GROUP A CONSTRUCTION  
OBSERVATION/STAKING/TESTING**

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

- 1: **Construction Staking** - Olsson shall provide Contractor with the basic control to allow Contractor to complete construction staking.
- 2: **Construction Observation (8 Months)** - Olsson shall perform Construction Observation Services on behalf of the Client during the construction of the project. The extent of the Construction Observation Services will be discussed with the Client and these services may range from full-time observation to limited, part-time observation. It is anticipated that for the Group A Collection System Improvements, full-time observation will be provided. The duties and limitation of the Observation Services is outlined in Exhibit 'L-1', attached to Exhibit L. A total of 240 days on site observation is anticipated.
- 3: **Construction Testing** - Olsson shall provide compaction, density, and moisture testing for earthen backfill, and concrete strength, air and slump testing.
- 4: **Interpret Contract Documents** - Olsson shall assist the Contractor and the Client in interpreting the contract documents. A total of 24 hours with no additional site visits is anticipated.

**PHASE 701/TASK 640005: GROUP B1 CONSTRUCTION OBSERVATION**

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

- 1: **Construction Observation (6 Months)** - Olsson shall perform Construction Observation Services on behalf of the Client during the construction of the project. The extent of the Construction Observation Services will be discussed with the Client and these services may range from full-time observation to limited, part-time observation. It is anticipated that for the Group B1 Collection System Improvements, full-time observation will be provided. The duties and limitation of the Observation Services is outlined in Exhibit 'L-1', attached to Exhibit L. A total of 180 days on site observation is anticipated.
- 2: **Interpret Contract Documents** - Olsson shall assist the Contractor and the Client in interpreting the contract documents. A total of 16 hours with no additional site visits is anticipated.

**TASK 660001: GROUP A PROJECT CLOSE-OUT**

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

- 1: **Attend Final Inspection** - Olsson shall conduct the final inspection with the Client's personnel and provide written comments to the Client.
- 2: **Review Final Pay Application** - Olsson shall review the Contractor's final application for payment and the accompanying documentation for compliance with the contract requirements.
- 3: **Review Contractor's Records** - Olsson shall review the Contractor's record drawings for completeness and legibility. OA shall identify additional information that may be required to complete the project record drawings and request the information from the Contractor.
- 4: **Prepare Record Drawings** - Using the Contractor's and Olsson's Resident Project Representative's record drawings, Olsson shall revise the construction documents to reflect the construction records for the project. Olsson shall provide the Client with five (5) sets of record drawings.

**TASK 660005: GROUP B1 PROJECT CLOSE-OUT**

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

- 1: **Attend Final Inspection** - Olsson shall conduct the final inspection with the Client's personnel and provide written comments to the Client.

- 2: **Review Final Pay Application** - Olsson shall review the Contractor's final application for payment and the accompanying documentation for compliance with the contract requirements.
- 3: **Review Contractor's Records** - Olsson shall review the Contractor's record documents for completeness and legibility. OA shall identify additional information that may be required to complete the project record documents and request the information from the Contractor.
- 4: **Prepare Record Documents** - Using the Contractor's and Olsson's Resident Project Representative's record drawings, Olsson shall revise the construction documents to reflect the construction records for the project. Olsson shall provide the Client with five (5) sets of record documents.

**TASK 710001: LOCAL LIMITS/WASTEWATER TREATMENT PLANTS PERMIT WORK**

Olsson shall perform the tasks listed below.

- 1: **Technically Based Local Limits** - Olsson shall utilize Black & Veatch as a sub-consultant to revise and update the City's pretreatment ordinance for technically based local limits.
  - a. Black and Veatch will address comments prepared by Missouri Department of Natural Resources (MDNR) on the January 16, 2013 review of the pretreatment ordinance. A draft report based on revisions indicated will be submitted to Olsson for submission to Owner. After receipt of comments, a final draft will be prepared for submission to Olsson for submission to MDNR.
  - b. Black and Veatch will compare the Owner's industrial pretreatment ordinance with the United States Environmental Protection Agency (US EPA) model. Recommended updates and modifications will be submitted to Olsson for submittal to Owner in a formal letter.
  - c. Black and Veatch will review the existing industrial pretreatment operating program documents used to implement the program. Recommendations will be submitted to Olsson for submission to Owner on improvements that can be made to meet the minimum requirements established by US EPA. Owner will be responsible for revising existing documents for submission to MDNR.
  - d. Black and Veatch will review existing enforcement plan based on technical elements. Owner will be responsible for legal review. Review comments will be submitted for review and comment. Owner will be responsible for revision of documents for submission to MDNR.

- 2: **Metals Permit Assistance** – Black and Veatch will complete water quality calculations, as part of the plant consolidation tasks being performed by Olsson, based on guidelines established by MDNR.
- 3: **Southwest WWTP UV Assistance** – Black and Veatch will complete water quality calculations, as part of the plant consolidation tasks being performed by Olsson, based on guidelines established by MDNR.

**TASK 720001: DATA MANAGEMENT**

- 1: **Data Management** - Olsson shall assist the City in the management of the sewer system data for the project. This task will include data management and manipulation. It will also include the continuation of web-hosting fees for a Web based GIS system through July of 2016 utilizing Midlands GIS.



**PART II: COMPENSATION**

For the services described in this Exhibit, the Client agrees to pay Olsson the following lump sum amounts:

• Task 200001 – Group A Topographic Survey	\$ 76,512.00
• Task 500001 – Group A Improvements Design	\$181,092.00
• Task 500005 – Group B1 Improvements Design	\$ 97,533.00
• Task 600001 – Group A Bid Phase Services	\$ 8,555.00
• Task 600005 – Group B1 Bid Phase Services	\$ 8,555.00
• Task 610001 – Group A Construction Administration	\$ 20,699.00
• Task 610005 – Group B1 Construction Administration	\$ 18,265.00
• Task 660001 – Group A Project Close-out	\$ 6,577.00
• Task 660005 – Group B1 Project Close-out	\$ 7,319.00
• Task 710001 – WWTP Permit Modifications/Local Limits	\$ 44,797.00
• Task 720001 – Data Management	\$ 20,350.00
Total Lump Sum Tasks	\$490,254.00

For Phase 701/Task 640001 – Group A Construction Observation/Staking/Testing Services, the Client agrees to pay Olsson on a time and expense basis with an estimated fee of \$215,129.00.

For Phase 701/Task 640005 – Group B1 Construction Observation Services, the Client agrees to pay Olsson on a time and expense basis with an estimated fee of \$126,450.00.

Total compensation shall not exceed \$831,833.00 without further written authorization.

**PART III: SCHEDULE**

Anticipated Start Date: June 17, 2013

Estimated Completion Dates:

Group B1 Improvements Final Design: July 31, 2013

Group A Improvements Final Design: January 15, 2014

WWTP Permit Modifications: December 31, 2013

Smoke Testing Data Review -

90 Days after Completion of Data Collection by others

Group B1 Improvements Construction: May 1, 2014

Group A Improvements Construction: December 15, 2014



**OLSSON ASSOCIATES**

By:   
Michael J. Lally, P.E.

By:   
Brad Strittmatter

If you accept this Exhibit "Q", please sign below:

**CITY OF SEDALIA, MISSOURI**

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

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

Dated: \_\_\_\_\_

If different from above,

\_\_\_\_\_  
Client's Designated Project Representative

Date: 6/5/2013  
 Job: Sedalia WWTP Improvements - Exhibit Q (Phases 700, 701)  
 F:\Projects\009-0827\Docs\Contracts\Sedalia Master Agreement Exhibit Q Fee.xlsx

Phase/ Task	Description of Work	TOTAL MAN- DAYS	TOTAL LABOR FEE	TOTAL EXPENSE FEE	TOTAL FEE
<b>Phase 700 - Exhibit Q</b>					
<b>Task 200001 - Group A Topographic Survey</b>					
1	Topographic Survey (33 sites)	2.25	\$2,502	\$35,640	\$38,142
2	Establish Existing Easements (33 Sites)	3.00	\$2,730	\$29,040	\$31,770
3	New Easement Descriptions (30 properties)			\$6,600	\$6,600
<b>Sub-Total</b>		<b>5.25</b>	<b>\$5,232</b>	<b>\$71,280</b>	<b>\$76,512</b>
<b>Task 500001 - Group A Improvement Design</b>					
1	Preliminary Design	42.00	\$46,598	\$688	\$47,286
2	Final Design	149.00	\$122,518		\$122,518
3	Prepare Cost Opinion	6.00	\$6,245		\$6,245
4	Quality Control Review	3.00	\$5,043		\$5,043
<b>Sub-Total</b>		<b>200.00</b>	<b>\$180,405</b>	<b>\$688</b>	<b>\$181,092</b>
<b>Task 500005 - Group B1 Improvements Design</b>					
1	Preliminary Design	47.00	\$41,763	\$688	\$42,451
2	Final Design	60.00	\$43,795		\$43,795
3	Prepare Cost Opinion	6.00	\$6,245		\$6,245
4	Quality Control Review	3.00	\$5,043		\$5,043
<b>Sub-Total</b>		<b>116.00</b>	<b>\$96,846</b>	<b>\$688</b>	<b>\$97,533</b>
<b>Task 600001 - Group A Bid Phase Services</b>					
1	Prepare and Distribute Bid Documents	1.50	\$1,121		\$1,121
2	Answer Bidder Questions	1.00	\$1,434		\$1,434
3	Prepare Addenda	2.00	\$1,838		\$1,838
4	Attend Pre-Bid Meeting	1.00	\$1,434	\$220	\$1,654
5	Attend Bid Opening	0.75	\$1,075		\$1,075
6	Evaluate Bids	0.50	\$717		\$717
7	Recommend Award	0.50	\$717		\$717
<b>Sub-Total</b>		<b>7.25</b>	<b>\$8,335</b>	<b>\$220</b>	<b>\$8,555</b>
<b>Task 600005 - Group B1 Bid Phase Services</b>					
1	Prepare and Distribute Bid Documents	1.50	\$1,121		\$1,121
2	Answer Bidder Questions	1.00	\$1,434		\$1,434
3	Prepare Addenda	2.00	\$1,838		\$1,838
4	Attend Pre-Bid Meeting	1.00	\$1,434	\$220	\$1,654
5	Attend Bid Opening	0.75	\$1,075		\$1,075
6	Evaluate Bids	0.50	\$717		\$717
7	Recommend Award	0.50	\$717		\$717
<b>Sub-Total</b>		<b>7.25</b>	<b>\$8,335</b>	<b>\$220</b>	<b>\$8,555</b>
<b>Task 610001 - Group A Construction Administration Services</b>					
1	Attend Preconstruction Conference	1.25	\$1,535	\$220	\$1,755
2	Submittal Review	3.00	\$3,271		\$3,271
3	Attend Progress Meetings (8 Each)	8.50	\$11,672	\$1,760	\$13,432
4	Review Progress Payments	3.00	\$2,241		\$2,241
<b>Sub-Total</b>		<b>15.75</b>	<b>\$18,719</b>	<b>\$1,980</b>	<b>\$20,699</b>
<b>Task 610005 - Group B1 Construction Administration Services</b>					
1	Attend Preconstruction Conference	1.25	\$1,535	\$220	\$1,755
2	Submittal Review	4.00	\$4,705		\$4,705
3	Attend Progress Meetings (6 Each)	6.50	\$8,804	\$1,320	\$10,124
4	Review Progress Payments	2.25	\$1,681		\$1,681
<b>Sub-Total</b>		<b>14.00</b>	<b>\$16,725</b>	<b>\$1,540</b>	<b>\$18,265</b>

Date: 6/5/2013  
 Job: Sedalia WWTP Improvements - Exhibit Q (Phases 700, 701)  
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	<b>Phase 701/Task 640001 - Group A Construction Observation / Staking / Testing</b>				
1	Construction Staking	1.00	\$783	\$29,040	\$29,823
2	Construction Observation (8 Months)	178.75	\$138,030	\$30,800	\$168,830
3	Construction Testing	1.50	\$1,174	\$11,000	\$12,174
4	Interpet Contract Documents	3.00	\$4,301		\$4,301
	<b>Sub-Total</b>	<b>184.25</b>	<b>\$144,289</b>	<b>\$70,840</b>	<b>\$215,129</b>
	<b>Phase 701/Task 640005 - Group B1 Construction Observation</b>				
1	Construction Observation (6 Months)	135.00	\$103,783	\$19,800	\$123,583
2	Interpet Contract Documents	2.00	\$2,868		\$2,868
	<b>Sub-Total</b>	<b>137.00</b>	<b>\$106,650</b>	<b>\$19,800</b>	<b>\$126,450</b>
	<b>Task 660001 - Group A Project Close Out</b>				
1	Attend Final Inspection	1.00	\$1,434	\$220	\$1,654
2	Review Final Pay Application	0.50	\$717		\$717
3	Review Contractors Records	0.50	\$717		\$717
4	Prepare Record Drawings	5.25	\$3,490		\$3,490
	<b>Sub-Total</b>	<b>7.25</b>	<b>\$6,357</b>	<b>\$220</b>	<b>\$6,577</b>
	<b>Task 660005 - Group B1 Project Close Out</b>				
1	Attend Final Inspection	2.00	\$2,868	\$220	\$3,088
2	Review Final Pay Application	1.00	\$919		\$919
3	Review Contractors Records	0.75	\$1,075		\$1,075
4	Prepare Record Documents	3.25	\$2,237		\$2,237
	<b>Sub-Total</b>	<b>7.00</b>	<b>\$7,099</b>	<b>\$220</b>	<b>\$7,319</b>

Date: 6/5/2013

Job: Sedalia WWTP Improvements - Exhibit Q (Phases 700, 701) [CONT.]

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Phase/ Task	Description of Work	TOTAL MAN- DAYS	TOTAL LABOR FEE	TOTAL EXPENSE FEE	TOTAL FEE
	<b>Task 710001 - Local Limits/WWTP Permit Work</b>				
1	Technically Based Local Limits	3.00	\$3,276	\$33,237	\$36,513
2	Metals Permit Assistance	1.00	\$1,392	\$2,750	\$4,142
3	Southwest UV Assistance	1.00	\$1,392	\$2,750	\$4,142
	<b>Sub-Total</b>	<b>5.00</b>	<b>\$6,060</b>	<b>\$38,737</b>	<b>\$44,797</b>
	<b>Task 720001 - Data Management</b>				
1	Data Management (Web GIS Access - 37 Months)			\$20,350	\$20,350
	<b>Sub-Total</b>			<b>\$20,350</b>	<b>\$20,350</b>

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

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

**AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND AFFINIS CORP FOR PROFESSIONAL ENGINEERING SERVICES FOR THE PLANNING, DESIGN AND CONSTRUCTION INSPECTION OF ADA COMPLIANT SIDEWALKS ON 16<sup>TH</sup> STREET FROM BARRETT AVENUE TO GRAND AVENUE AND ON SOUTH STEWART AVENUE FROM 14<sup>TH</sup> STREET TO 16<sup>TH</sup> STREET THROUGH THE SAFE ROUTES TO SCHOOL PROGRAM.**

**WHEREAS**, The City of Sedalia, Missouri has received a proposal from Affinis Corp.; and

**WHEREAS**, under the proposal, the City of Sedalia, Missouri, shall give the sum and amount of Thirty Four Thousand Seven Hundred Seven dollars and Five Cents (\$34,707.05) to Affinis Corp. for professional engineering services for the planning, design and construction inspection of ADA compliant sidewalks on 16<sup>th</sup> Street from Barrett Avenue to Grand Avenue and on South Stewart Avenue from 14<sup>th</sup> Street to 16<sup>th</sup> Street through the Safe Routes to School Program, Project SRTS-INF-H32C(103), as described in the proposed agreement attached hereto as Exhibit A and incorporated by reference.

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

**Section 1.** The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri, and Affinis Corp., as contained in Exhibit A attached, in substantively the same form and content as the agreement has been proposed.

**Section 2.** The City Administrator is authorized and directed to execute the document in substantively the same form and content as it has been proposed.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1<sup>st</sup> day of July 2013.

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

Approved by the Mayor of said City this 1<sup>st</sup> day of July 2013.

ATTEST:

\_\_\_\_\_  
Mary Elaine Horn, Mayor

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

**SPONSOR: CITY OF SEDALIA, MISSOURI**  
**LOCATION: SEDALIA, MO; 16<sup>TH</sup> ST. FROM BARRETT AVE TO GRAND AVE, S.**  
**STEWART AVE FROM 14<sup>TH</sup> TO 16TH**  
**PROJECT: SRTS-INF-H32C (103)**

*THIS CONTRACT* is between *the City of Sedalia, Missouri*, hereinafter referred to as the "Local Agency", and *Affinis Corp, 7401 W. 129<sup>th</sup> Street, Suite 110, Overland Park, Kansas*, hereinafter referred to as the "Engineer".

*INASMUCH* as funds have been made available by the Federal Highway Administration through its *Safe Routes to School Program*, coordinated through the Missouri Department of Transportation, the Local Agency intends to *design and construct ADA compliant sidewalks on 16<sup>th</sup> Street from Barrett Avenue to Grand Avenue and on S. Stewart Avenue from 14<sup>th</sup> Street to 16<sup>th</sup> Street* and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

#### **ARTICLE I – SCOPE OF SERVICES**

##### **A. DESIGN PHASE - The Engineer will:**

1. Conduct one (1) kick-off meeting and site walk with City;
2. Determine the needs of the Local Agency for the project;
  - Incorporate ADA Compliant pedestrian routes within the existing infrastructure.
  - Partner with Horace Mann Elementary School officials.
  - Help City gain support and Educate adjacent property owners on keeping path clear.
  - Follow MoDOT's Local Public Agency (LPA) guidelines.
3. No surveying will be required. The Engineer will use the Local Agency provided 1-foot contour maps in DWG format.
4. No subsurface investigation will be performed with this project
5. It is assumed hydraulic analysis will not be necessary. It is also assumed ramps conflicting with drain inlets can be moved to avoid inlets.
6. Submit four copies of preliminary plans, estimates and studies for review by the Local Agency and Missouri Department of Transportation (MoDOT);
7. Prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project. Provision will be made in the contract documents for that portion of the work that will be performed by Local Agency's forces;

8. No right-of-way or easements are anticipated for this project. All work will be constructed within the existing right-of-way.
9. Ensure compliance with water quality requirements by coordinating with the Missouri Department of Natural Resources and the U.S. Army Corps of Engineers and also insure compliance with the requirements of the Federal Emergency Management Agency (FEMA);
10. Ensure compliance with historic preservation requirements through coordination with the Missouri Department of Natural Resources, and if deemed necessary, arrange to have the site examined by a qualified archaeologist on a subcontract basis;
  - Prepare Section 106 form for City to submit to the Missouri Department of Natural Resources. MoDOT will be preparing and obtaining all other environmental clearances.
11. The Engineer will assist the Local Agency in completing the forms for the Local Agency to ensure compliance with all regulations in regards to noise abatement and air quality, if necessary.
12. Provide the Local Agency with five sets of completed plans, specifications and cost estimates for the purpose of obtaining construction authorization from the Missouri Department of Transportation.

**B. BIDDING PHASE –**

The Engineer will:

1. Upon receipt of construction authorization from MoDOT, make final corrections resulting from reviews by agencies involved, and provide an adequate number of plans, specifications, and bid documents to the Local Agency;
2. Assist Local Agency in advertising for bids; and
  - Respond to contractor inquiries
  - Prepare required addenda for the Local Agency's issuance

The Local Agency will:

1. The Local Agency will evaluate bids and request concurrence in award from MoDOT.

**C. CONSTRUCTION PHASE –** The Engineer will be available to the Local Agency to make site trips and answer questions on an as needed basis. The Engineer must be approved to make these trips by the Local Agency in writing prior to completing the work. For purposes of budgeting the Engineer used 4 trips at 5 hrs each totaling 20 hours.

**ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

- A DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.
  
- B. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete, 0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

<u>DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS</u>	<u>TYPE OF DBE SERVICE</u>	<u>TOTAL \$ VALUE OF THE DBE SUBCONTRACT</u>	<u>CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL</u>	<u>PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL</u>
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**ARTICLE III-ADDITIONAL SERVICES**

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

**ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY**

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
  
- B. provide the Engineer with the Local Agency's requirements for the project;

- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

#### **ARTICLE V - PERIOD OF SERVICE**

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on **December 15, 2013**
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

#### **ARTICLE VI – STANDARDS**

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

#### **ARTICLE VII - COMPENSATION**

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of **\$4,091.00**, with a ceiling established for said design services in the amount of **\$31,669.00**, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of **\$343.00**, with a ceiling established for said inspection services in the amount of **\$3,038.00**, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
  - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
  - 2. An amount estimated at **55.13%** of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
  - 3. An amount estimated at **158.20%** of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
  - 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
  - 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are approximate and will be used for interim billing purposes. Final payment will be based on the actual rates experienced during the period of performance, as indicated by the Engineer's accounting records, and as determined by final audit of the Engineer's records by MoDOT.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.

G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Consultant, within 45 days after the Local Agency's receipt of the Consultant's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

#### **ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES**

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

#### **ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER**

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of: N/A

<b>Sub-Consultant Name</b>	<b>Address</b>	<b>Services</b>
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## **ARTICLE X - PROFESSIONAL ENDORSEMENT**

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

## **ARTICLE XI - RETENTION OF RECORDS**

The Engineer shall maintain all records, ~~survey notes~~, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

## **ARTICLE XII - OWNERSHIP OF DOCUMENTS**

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

## **ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT**

(A) The Local Agency may, without being in breach hereof, suspend or terminate the Consultant's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Consultant at least fifteen (15) days' prior written notice of the effective date thereof. The Consultant shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.

(B) Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Consultant its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Consultant, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Consultant in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Consultant shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the

provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Consultant. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

(D) The Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Consultant is deprived of the opportunity to complete the Consultant's services.

(E) Upon the occurrence of any of the following events, the Consultant may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Consultant's original notice, the Consultant may terminate this agreement.

1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.

2. The Local Agency's persistent failure to make payment to the Consultant in a timely manner.

3. Any material contract breach by the Local Agency.

#### **ARTICLE XIV - DECISIONS UNDER THIS CONTRACT**

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

#### **ARTICLE XV - SUCCESSORS AND ASSIGNS**

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

#### **ARTICLE XVI - COMPLIANCE WITH LAWS**

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VII of the Civil Rights Act of 1964 and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

#### **ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

## **ARTICLE XVIII - NONDISCRIMINATION**

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with Title VII of the Civil Rights Act of 1964, as amended. More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

## **ARTICLE XIX – LOBBY CERTIFICATION**

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the consultant's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Consultant agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

## **ARTICLE XX – INSURANCE**

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

- (C) The Consultant's insurance coverage shall be for not less than the following limits of liability:
1. Commercial General Liability: \$500,000 per person up to \$2,000,000 per occurrence;
  2. Automobile Liability: up to \$1,000,000 per occurrence;
  3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
  4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.

(D) The Consultant shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

(E) Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

**ARTICLE XXI - ATTACHMENTS**

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A - Estimate of Cost

Attachment B - Breakdown of Overhead Rates

Attachment C - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.

Attachment D – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this 12 day of June, 2013

Executed by the City this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**FOR: PUBLIC WORKS DEPARTMENT  
SEDALIA, MISSOURI**

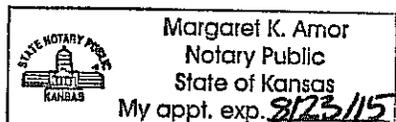
BY: \_\_\_\_\_  
Public Works Director  
City Administrator

ATTEST: \_\_\_\_\_  
City Notary

**FOR: AFFINIS CORP**

BY: \_\_\_\_\_  
Vice President

ATTEST: \_\_\_\_\_  
Notary



of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

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CITY ACCOUNTING OFFICER

## ATTACHMENT A

### ESTIMATE OF COST

DESIGN PHASE	<u>Hours</u>	<u>Rate</u> <u>(Salary Only)</u>	<u>Cost</u>
<i>Project Management</i>			
Senior Project Management	<u>20</u>	\$56.85	\$1,137.00
Engineer	<u>10</u>	\$36.50	\$365.00
<i>Preliminary Plans</i>			
Senior Project Management	<u>13</u>	\$56.85	\$739.05
Senior Engineer	<u>7</u>	\$41.93	\$293.51
Engineer	<u>31</u>	\$36.50	\$1,131.50
Design Tech II	<u>8</u>	\$34.60	\$276.80
CADD Tech II	<u>30</u>	\$23.75	\$712.50
<i>Final Design</i>			
Senior Project Management	<u>7</u>	\$56.85	\$397.95
Senior Engineer	<u>16</u>	\$41.93	\$670.88
Engineer	<u>32</u>	\$36.50	\$1,168.00
Design Tech II	<u>4</u>	\$34.60	\$138.40
CADD Tech II	<u>61</u>	\$23.75	\$1,448.75
<i>Bidding Services</i>			
Senior Project Management	<u>1</u>	\$56.85	\$56.85
Senior Engineer	<u>4</u>	\$41.93	\$167.72
SUBTOTAL	<u>244</u>	_____	\$8,703.91
<i>Payroll Overhead (Est. at 55.13% X SUBTOTAL))</i>			\$4,798.47
<i>General and Admin. Overhead (Est. at 158.20% X SUBTOTAL))</i>			\$13,769.59
TOTAL LABOR & OVERHEAD			\$27,271.97
<i>Fixed Fee(Percent X TOTAL LABOR &amp; OVERHEAD)</i>			\$4,090.79
TOTAL LABOR, OVERHEAD & FIXED FEE			\$31,362.76
<i>Other Direct Costs</i>			
Travel, 3 trips @ 180.5 miles X 0.565 IRS Rate			\$305.95
<b>TOTAL FOR DESIGN PHASE</b>			<b><u>\$31,668.71</u></b>

**CONSTRUCTION PHASE (As Needed)**

	<u>Hours</u>	<u>Rate (Salary Only)</u>	<u>Cost</u>
<i>Engineer</i>	<u>20</u>	\$36.50	\$730.00
SUBTOTAL			\$730.00
<i>Payroll Overhead (Est. at 55.13% X SUBTOTAL)</i>			\$402.45
<i>General and Admin. Overhead (Est. at 158.20% X SUBTOTAL)</i>			\$1,154.86
TOTAL LABOR & OVERHEAD			\$2,287.31
<i>Fixed Fee (Percent X TOTAL LABOR &amp; OVERHEAD)</i>			\$343.10
TOTAL LABOR, OVERHEAD AND FIXED FEE			\$2,630.41
<i>Other Direct Costs</i>			
Travel, 4 trips @ 180.5 miles X 0.565 IRS Rate			\$407.93
<b>TOTAL FOR CONSTRUCTION PHASE</b>			<b><u>\$3,038.34</u></b>

ATTACHMENT B - OVERHEAD RATE BREAKDOWN  
2012 Schedule of Indirect Costs

Affinis Corp

2012 YTD Schedule of Indirect Costs		YTD	Unallow Exp	FAR Ref	Proposed Net Indirect Costs	Note
702.00	VACATION PAY	83,748			83,748	
703.00	HOLIDAY PAY	50,457			50,457	
704.00	SICK LEAVE PAY	29,215			29,215	
710.00	VACATION ACCRUAL	8,887			8,887	
710.99	PAYROLL TAXES - Unemployment	15,975			15,975	
711.00	PAYROLL TAXES	125,996			125,996	
711.01	WORKERS' COMP INSURANCE	3,889			3,889	
713.00	LIFE/HEALTH/DENTAL INS. (GROUP INS)	173,285			173,285	
713.01	EMPLOYEE PAID INS PREMIUMS (GROUP INS)	(40,216)			(40,216)	
714.00	TUITION REMBURSEMENTS	2,472			2,472	
716.00	CO SPONSORED EVENTS	1,133	1,133	31.205-13	0	100%
717.00	EMPLOYER MATCHING-401K	23,508			23,508	
719.00	MISC EMPLOYEE BENEFITS	12,625	7,091	31.205-13	5,534	See Schedule
	<b>Total Employee Fringe Benefits</b>	<b>490,974</b>	<b>8,224</b>		<b>482,750</b>	
701.00	OFFICE ADMINISTRATION PAY	295,197			295,197	
701.02	PROFESSIONAL ACTIVITIES PAY	54,799			54,799	
701.03	TRAINING & EDUCATION PAY	27,359			27,359	
701.05	OTHER PAY	17,176	2,139	31.205-06	15,037	Personal Use Co Car
708.00	PRECONTRACT & MISC TIME PAY	186,055			186,055	
709.01	PREMIUM OVERTIME	1,850			1,850	
709.02	OVERHEAD VARIANCE	(11,751)			(11,751)	
714.1	CONFERENCE FEES	6,270			6,270	
715.00	EDUCATION & SEMINAR FEES	7,886			7,886	
715.02	PROF MEETING EXPENSES	6,803	1,330	31.205-01	5,473	See Schedule
715.03	EDUCATION & TRAINING MATERIALS	909			909	
715.04	PROF REGISTRATION-INDIVIDUAL	1,791			1,791	
715.05	PROF ORGANIZATION DUES-INDIVIDUAL	3,336	0		3,336	
719.01	INCENTIVE PAY	174,683	0		174,683	
720.00	DEPRECIATION-GEN OFFICE	88,003			88,003	
721.00	OFFICE RENT	157,200			157,200	
721.20	STORAGE & ARCHIVING FEES	7,474			7,474	
722.02	SUBSCRIPTIONS/REF BOOKS	6,371			6,371	
723.01	TELEPHONE - LOCAL	13,833			13,833	
723.02	TELEPHONE - LONG DISTANCE	211			211	
723.20	TELEPHONE - CELLULAR	17,988			17,988	
724.00	COMPUTER INTERNET ACCESS	1,877			1,877	
725.00	EQUIP RENT NON-COMPUTER	1,684			1,684	
726.00	REP & MAINT-GENERAL OFFICE	1,101			1,101	
732.01	SOFTWARE UNDER \$500	1,016			1,016	
735.00	REPAIR & MAINTENANCE - COMPUTERS	17,942			17,942	
735.01	REPAIR & MAINTENANCE - COMPUTER SVC CONTRACTS	28,314			28,314	
736.00	COMPUTER SOFTWARE SUPPORT AGREEMENTS	66,862			66,862	
741.00	POSTAGE, SHIPPING & DELIVERY	4,769			4,769	
742.01	PRINTING EQUIP - SUPPLIES-MAINT	11,925	0	0	11,925	
743.00	PLOTTING/MEDIA PAPER	52			52	
745.00	EQUIPMENT RENTAL - PRINTING & COPY	1,189			1,189	
747.00	REPRO - OUTSIDE SERVICES	2,988	0		2,988	
747.01	PHOTOS	1,663	539	31.205-01	1,124	See Schedule
748.00	SUPPLIES-GENERAL OFFICE	13,140			13,140	
748.10	SUPPLIES-SURVEYING & EQUIP MAINT	16,212			16,212	
748.30	SUPPLIES-OFFICE W/LOGO	3,390			3,390	
751.10	TRAVEL-INDIRECT-MILEAGE/TOLL/PARK/FUEL	10,832			10,832	
751.20	TRAVEL-INDIRECT-LODGING	5,231	1,022	31.205-01	4,209	See Schedule
751.30	TRAVEL-INDIRECT-CAR RENTALS	1,313	0		1,313	
751.40	TRAVEL-INDIRECT-AIRFARE	1,670	962	31.205-01	708	See Schedule
751.50	TRAVEL-INDIRECT-MEALS	1,828	439	31.205-01	1,389	See Schedule
753.00	CO. SURVEY TRUCK -OPER COST & MAINT	12,377			12,377	
753.01	CO VEHICLES-INDIRECT MILEAGE	5,422			5,422	
753.02	CO CAR - OP COST & MAINT	6,352	0		6,352	
753.04	CO CAR - PERSONAL USE RECOVERY	(2,139)	(2,139)	31.205-06	0	See other pay above 100%
760.00	ADVERTISING-EMPLOYMENT	300			300	
761.00	LEGAL	5,526	400		5,126	See Schedule
761.01	ACCOUNTING	78,829	7,500	31.201.06	71,329	
761.02	OUTSIDE CONSULTANTS	7,750	5,375	31.205.01	2,375	See Schedule
761.06	PROFESSIONAL SERVICES	14,520	0		14,520	
762.01	INSURANCE-PROF LIABILITY	30,234			30,234	
762.02	INSURANCE-PROPERTY & GENERAL	11,847			11,847	

ATTACHMENT B - OVERHEAD RATE BREAKDOWN  
2012 Schedule of Indirect Costs

Affinis Corp

2012 YTD Schedule of Indirect Costs		YTD	Unallow Exp	FAR Ref	Proposed Net Indirect Costs	Note
762.03	INSURANCE-KEYMAN (OFFICER'S)	3,972	3,972	31.205-19	0	100%
762.04	INSURANCE - PROF LIAB DEDUCTABLE	(5,000)			(5,000)	
763.01	TAXES, LICENSES-GENERAL	1,080			1,080	
763.02	BUS/OCCUPATIONAL LICENSE	390			390	
763.03	PENALTIES	15	15	31.205-15	0	100%
763.04	TAXES-SALES, PP TAX ON LEASED EQUIP	1,671			1,671	
763.05	USE TAX	1,821			1,821	
763.06	PERSONAL PROPERTY TAX - KS	1,491			1,491	
764.01	PROF ORGANIZATION DUES-COMPANY	10,580	3,650	31.205-01	6,930	See Schedule
764.02	PROF REGISTRATION-COMPANY	576			576	
765.01	BENEFIT PLAN ADMINISTRATION FEES	2,841			2,841	
765.02	INTEREST	9,163	9,163	31.205-20	0	100%
765.03	BANK CHARGES	3,750	901	31.205-20	2,849	See Schedule
767.00	BAD DEBT EXPENSE	0	0	31.205-03	0	100%
772.00	MEALS & ENTERTAINMENT	14,691	7,309	31.205-14	7,382	See Schedule
774.00	CONTRIBUTIONS	510	510	31.205-08	0	100%
774.01	CONTRIBUTION & PROF ORG DUES- NON DEDUCTABLE	2,199	2,199	31.205-08	0	100%
781.00	MEDIA ADVERTISING/BROCHURE/WEBSITE	1,202	1,202	31.205-01	0	100%
781.01	CAREER FAIR	1,825	1,825	31.205-01	0	
781.02	SPONSORSHIPS	9,140	9,140	31.205-01	0	100%
783.00	CLIENT GOODWILL-GIVEAWAYS	3,223	3,223	31.205-01	0	100%
799.04	COST RECOVERY - SURVEY TRUCK	(20,184)	0		(20,184)	
799.05	COST RECOVERY AUTO	(3,668)	0		(3,668)	
799.11	COST RECOVERY - DRWG COPY-BOND	(7,997)	0		(7,997)	
799.22	PLAN DEPOSIT INCOME	(1,047)	0		(1,047)	
901.01	MISC INCOME	(6,200)	0		(6,200)	
799.40	CASH VALUE LIFE INS.	(14,538)	(14,538)	31.205-19	0	100%
799.42	INTEREST INCOME	0	0		0	100%
799.60	CASH DISCOUNTS EARNED	(1,550)	0		(1,550)	
810.00	BONUS	54,951	54,951	31.205-06	0	100%
911.05	GAIN LOSS ON ASSET	(7,494)	0		(7,494)	
920.00	PROVISION FOR INCOME TAX	(158,412)	(158,412)	31.205.41	0	100%
922.00	INCOME TAX EXPENSE - STATE (refund)	(491)	0		(491)	
	<b>Total General OH Costs</b>	<b>1,327,968</b>	<b>(57,323)</b>		<b>1,385,291</b>	
	<b>GRAND TOTAL INDIRECT COSTS</b>	<b>1,818,942</b>	<b>(49,098)</b>		<b>1,868,041</b>	
	Direct Labor (acct# 601.10 and #601.20)	875,657			875,657	
	<b>Estimated FAR OH Rate estimate 2012</b>				<b>213.33%</b>	
	Breakdown of OH Rates:					
	<b>Fringe Benefits</b>	<b>490,974</b>	<b>8,224</b>	<b>0</b>	<b>482,750</b>	<b>55.13%</b>
	<b>Overhead</b>	<b>1,327,968</b>	<b>-57,323</b>	<b>0</b>	<b>1,385,291</b>	<b>158.20%</b>
		<b>1,818,942</b>	<b>-49,098</b>	<b>0</b>	<b>1,868,041</b>	<b>213.33%</b>
	<b>FCCM for 2012</b>	<b>0</b>			<b>0.56%</b>	
	<b>RECONCILED TO FINANCIAL STATEMENT FORMAT:</b>					
	Revenue	3,272,426				
	Reimburseables	364,381				
	Net Revenue	2,908,045				
	<b>Expenses:</b>					
	Direct Labor	875,657				
	Indirect Expenses	1,936,588				
	<b>Other Charges:</b>					
	Income tax expense	(491)				
	Provision for income tax	(158,412)				
	Bonus	54,951				
	Misc Income	(6,200)				
	(Gain) loss on asset	(7,494)				
	Total Other Charges	(117,646)				
	<b>TOTAL INDIRECT EXPENSES</b>	<b>1,818,942</b>				
	Profit	213,446				

## ATTACHMENT C

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

---

#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded

from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

#### **Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Attachment D – Fig. 136.4.15**  
**Conflict of Interest Disclosure Form for LPA/Consultants**  
Local Federal-aid Transportation Projects

**Firm Name (Consultant):** Affinis Corp

**Project Owner (LPA):** City of Sedalia

**Project Name:** SRTS – Sidewalk Construction; 16<sup>th</sup> from Barrett to Grand and Stewart from 14<sup>th</sup> to 16<sup>th</sup>

**Project Number:** SRTS-INF-H32C (103)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri’s Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

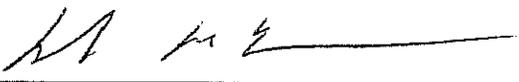
No real or potential conflicts of interest  
If no conflicts have been identified, complete and sign this form and submit to LPA

Real conflicts of interest or the potential for conflicts of interest  
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant’s proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA  
Printed Name: \_\_\_\_\_

Consultant  
Printed Name: Michael McKenna

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

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

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

Date: June 12, 2013

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

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

**AN ORDINANCE AMENDING THE CITY OF SEDALIA'S CAFETERIA PLAN.**

WHEREAS, as the City Council has authorized health savings accounts to be made available to City employees, it is necessary to change the City's current cafeteria plan. The proposed amended cafeteria plan is attached hereto as Exhibit A and incorporated by reference.

**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 amended cafeteria plan, as contained in Exhibit A attached, as it has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1st day of July, 2013.

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

Approved by the Mayor of said City this 1st day of July, 2013.

ATTEST:

\_\_\_\_\_  
Mary Elaine Horn, Mayor

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

**CITY OF SEDALIA CAFETERIA PLAN**

*(Restated Effective July 1, 2013)*

**CITY OF SEDALIA CAFETERIA PLAN**  
*(Restated Effective July 1, 2013)*  
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## CITY OF SEDALIA CAFETERIA PLAN

*(Restated Effective July 1, 2013)*

### INTRODUCTION

This Plan document was originally adopted by the Sponsor effective February 1, 1990, restated in its entirety effective January 1, 1993 and is now amended and restated in its entirety effective July 1, 2013, except as otherwise provided herein. The Cafeteria Plan is designed to permit an eligible Employee to pay the Employee's share of the cost for coverage under the Sponsor's group health plans on a pre-tax salary reduction basis and/or to contribute on a pre-tax salary reduction basis to a health savings account (an HSA). The Plan is intended to qualify as a cafeteria plan under Code Section 125 and to comply with Code Sections 105, 106 and 223, as applicable to components of the Plan. Accordingly, the Plan shall at all times be construed and administered in a manner consistent with the requirements of Code Sections 105, 106, 125 and 223 and rulings and regulations thereunder. The Plan is intended to be a pre-tax premium only plan that is not subject to the Employee Retirement and Income Security Act of 1974, as amended.

### ARTICLE I DEFINITIONS

As used herein, the following words and phrases shall have the meanings specified below unless the context clearly requires a different meaning.

1.1 **Benefits** means the Benefits offered under this Cafeteria Plan pursuant to Section 3.1, including the terms and conditions of any separate plan document or booklet, trust agreement, group insurance policy or administrative services agreement regarding each such Benefit.

1.2 **Code** means the Internal Revenue Code of 1986, as amended from time to time. Reference to any section or subsection of the Code includes reference to any comparable or succeeding provisions of any legislation which amends, supplements, or replaces such section or subsection.

1.3 **Consumer Driven Health Plan** means the high deductible health plan offered by the Employer that is intended to qualify as a high deductible health plan under Code Section 223(c)(2), as described in materials provided separately by the Employer.

1.4 **Coverage Period** means the Plan Year, with the following exceptions: (a) for Employees who first become eligible to participate during a Plan Year, the Coverage Period means the portion of the Plan Year following the date on which participation commences; and (b) for Employees who terminate participation during a Plan Year, the Coverage Period means the portion of the Plan Year prior to the date on which participation terminates.

1.5 **Dependent** means a Participant's Spouse or any of the Participant's dependents within the meaning of Code Section 152, subject to the following modifications. For purposes of the HSA, the definition of dependent in Code Section 152 is modified as provided by Code Section 223(d)(2). For purposes of Employer Health Plan coverage, effective January 1, 2011, the definition of dependent is modified as provided in Code Section 105(b) and includes any natural child, stepchild or legally adopted child (or child legally placed for adoption) of the Employee, whether married or unmarried, to age 26.

1.6 **Restated Effective Date** means July 1, 2013, the restated effective date of this Plan, except as otherwise provided herein.

1.7 **Election Period** means the period of time commencing prior to each Coverage Period and ending prior to the first day of each Coverage Period, during which eligible Employees may elect to make Salary Reductions under this Plan. The initial Election Period for an Employee who first becomes eligible to participate in a Benefit during a Plan Year shall be the initial enrollment period for coverage established by the Sponsor in its discretion.

1.8 **Employee** means each current or future person who is classified by the Employer as a common law employee. The term Employee shall not include (i) any leased employee as defined in Code Section 414(n)(2); (ii) any employee who is part of a collective bargaining unit unless the Employer and the representative for the collective bargaining unit have agreed to participation in this Plan; (iii) any person whose relationship with the Employer is deemed by the Employer not to be that of a common law employee; or (iv) temporary or seasonal employees. For purposes of the foregoing, the Employer's employment classification of a person shall be binding and controlling on all parties and shall continue in effect regardless of any contrary classification or reclassification of such person by any other person or entity including, but not limited to, the Internal Revenue Service, the Department of Labor, or a court of competent jurisdiction.

1.9 **Employer** means the Sponsor and any other member of the Sponsor's controlled group that has adopted this Plan with the approval of the Sponsor. The term "controlled group" shall include (i) a controlled group of corporations, within the meaning of Code Section 414(b), (ii) a group of trades or businesses under common control, within the meaning of Code Section 414(c), (iii) an affiliated service group, within the meaning of Code Section 414(m), or (iv) a trade or business required to be aggregated pursuant to Code Section 414(o).

1.10 **Employer Contributions** means contributions to the Plan for the purpose of providing benefits hereunder made by the Employer, including contributions made by the Employer on an Employee's behalf pursuant to a Salary Reduction election.

1.11 **Employer Health Plan** means any group medical, dental or other welfare benefit plan maintained by the Employer with respect to which Employees are offered the opportunity to pay the Employee's share of the cost of coverage on a pre-tax basis through this Plan. Life insurance coverage is specifically excluded and is not considered an Employer Health Plan available for pre-tax premium coverage under this Plan.

1.12 **ERISA** means the Employee Retirement Income Security Act of 1974, as amended from time to time.

1.13 **Health Savings Account (or HSA)** means a health savings account established under Code Section 223. Such arrangements are individual trusts or custodial accounts, each separately established and maintained by an Employee with a qualified trustee/custodian.

1.14 **Highly Compensated Individual** means an individual defined in Code Section 125(e).

1.15 **HSA Benefits** means the benefits described in Article IX.

1.16 **HSA-Eligible Employee** means an Employee who is eligible to contribute to an HSA under Code Section 223 and who has elected qualifying coverage under the Consumer Driven Health Plan and has not elected any disqualifying coverage under a non-Consumer Driven Health Plan.

1.17 **Key Employees** means those Employees defined in Code Section 416(i) and the regulations thereunder.

- 1.18 **Participant** means any Employee who becomes a Participant as provided in Article II.
- 1.19 **Plan** means the City of Sedalia Cafeteria Plan document set forth herein, as amended from time to time.
- 1.20 **Plan Administrator** means the Sponsor or any other entity, committee or person(s) designated by the Sponsor from time to time to be the Plan Administrator.
- 1.21 **Plan Year** means the calendar year.
- 1.22 **Qualified Change in Status** means an event with respect to an Employee that would allow such Employee to revoke or modify his Salary Reduction election during a Coverage Period, in accordance with Code Section 125 and the regulations thereunder as they may be changed from time to time. Code Section 125 and the regulations generally provide that existing elections may be modified or revoked under one or more of the following circumstances:
- (a) If the Employee and/or his dependents are enrolling for group health coverage pursuant to the special enrollment rules set forth in Code Section 9801(f), including the special enrollment rights described in Section 8.8;
  - (b) If the Employee has one or more of the following “change in status” events: a change in the legal marital status of the Employee; a change in the number of dependents of the Employee; a change in employment status (including worksite) of the Employee or his dependents; a dependent child ceasing to be eligible for dependent coverage; or a change in the place of residence of the Employee and/or his dependents. In the case of such an event, an Employee’s new Salary Reduction election must be consistent with such event to the extent required by the regulations;
  - (c) If the Employee is required to enroll his child under a health plan pursuant to a judgment, decree or order of a court;
  - (d) With respect to a health plan, if the Employee or his dependents become entitled to or ineligible for Medicare (Part A or B) or Medicaid coverage (other than coverage consisting solely of coverage for pediatric vaccines);
  - (e) With respect to a health plan, if there is a significant change in the cost or coverage of a benefit option or a new benefit option is added or an existing benefit option is eliminated;
  - (f) With respect to a health plan, if the Participant takes a leave pursuant to the Family and Medical Leave Act; or

The Plan Administrator, in its discretion, shall determine whether a Participant has incurred a Qualified Change in Status based on all the relevant facts and circumstances and in accordance with the rules and regulations issued under Code Section 125.

1.23 **Salary Reduction** means the amount by which a Participant authorizes the Employer to reduce his salary in order to provide for Employer Contributions in lieu of contributions otherwise required from the Employee to participate in a Benefit. Compensation shall be reduced pursuant to an election made by such Participant during the applicable Election Period.

1.24 **Sponsor** means City of Sedalia, Missouri or any successor or successors that continue to maintain the Plan.

1.25 **Spouse** means the legally married husband or wife of a Participant under applicable state law, and who is treated as a spouse and married under the Code, unless legally separated by court decree.

## **ARTICLE II ELIGIBILITY**

2.1 **Eligibility to Participate.** Each active Employee shall be eligible to participate in the Plan on the date he becomes eligible to commence participation in the Employer Health Plan.

As each new Employee completes the employment requirements to be eligible for a Benefit he shall be eligible to participate in this Plan as of the first day of such eligibility and shall continue to participate for the remainder of the Coverage Period, provided that he irrevocably makes a Salary Reduction election in the manner designated by and acceptable to the Plan Administrator prior to his initial commencement of participation. If the Employee does not elect to participate in the Plan when first eligible, he shall not be eligible to participate in the Plan until the next Plan Year unless he incurs a Qualified Change in Status, in which case he may commence participation within 31 days (or such shorter or longer period as determined by the Plan Administrator) of such event. To receive HSA Benefits, an Employee must be an HSA-Eligible Employee and must satisfy any additional requirements specified in the Consumer Driven Health Plan.

Notwithstanding the foregoing or any other provision herein to the contrary, each Employee who elects to enroll in an Employer Health Plan or Health Savings Account shall be deemed to have elected to pay for the Employee's share of contributions otherwise due or elected under such program by Salary Reduction under this Plan.

2.2 **Cessation of Participation.** Each Participant shall continue as such until the earliest date upon which any one of the following events occurs:

- (a) the Participant terminates employment with the Employer for any reason including death, even though coverage or benefits may continue to the extent provided in the applicable Benefit plan documents and/or by law;
- (b) the Participant ceases to be an eligible Employee;
- (c) the Participant revokes his Salary Reduction election with respect to all Benefits during a Coverage Period pursuant to Section 3.4 or during the annual Election Period for the succeeding Coverage Period.

Subject to any specific limitations set forth herein or under any applicable Benefit plan documents, a Participant shall continue to participate in this Plan during any leave of absence subject to the following:

- (d) If the Participant continues to receive compensation during such leave, the Participant's cash compensation will be reduced and applied in accordance with Article III.
- (e) If the Participant does not continue to receive compensation during such leave, the Participant's participation in this Plan shall be suspended.

Notwithstanding the foregoing, a Participant shall have the right to continue participation under the Employer Health Plan during an unpaid leave of absence pursuant to the Family and Medical Leave Act of 1993 ("FMLA") by contributing his share of the contributions for his elected benefits on a pre-pay

basis prior to beginning FMLA leave, on a pay-as-you-go basis on the same schedule as payments would have been made in the absence of FMLA leave, or any other manner as voluntarily agreed between the Employer and Participant. A Participant may elect not to participate in the Plan during any FMLA leave, provided that upon the return of such Participant from his FMLA leave, the Participant shall be entitled to be reinstated under this Plan on the same terms as prior to taking such leave. The provisions of this Plan shall be interpreted and construed in accordance with the FMLA and the regulations promulgated thereunder, and in the case of conflict, the provisions of the FMLA shall control.

2.3 **Reinstatement of Former Participant.** If a Participant terminates employment and is re-employed following his termination of employment, such Participant will be eligible to recommence participation in the Plan following satisfaction of the eligibility requirements of Section 2.1. If a Participant terminates employment with the Employer and is re-employed within the same Plan Year, the Participant's Salary Reduction elections in effect prior to termination of his employment shall be resumed unless an intervening event had occurred that otherwise would permit him to modify his elections in a manner consistent with Section 3.4. An HSA Benefit election will be reinstated only if the Participant is an HSA-Eligible Employee.

### **ARTICLE III BENEFITS**

3.1 **Benefits Provided.** The Plan offers Participants the opportunity to pay Employee contributions, on a pre-tax Salary Reduction basis, for one or more of the following Benefits:

- (a) Coverage under an Employer Health Plan; and/or
- (b) a Health Savings Account.

3.2 **Employer Health Plan Benefits.** While an election to pay for coverage under an Employer Health Plan is made pursuant to this Plan, the actual benefits will be provided not by this Plan but by the applicable Employer Health Plan. The type and amount of the benefits available under the Employer Health Plan, the requirements for participating in such plan, and the other terms and conditions of coverage shall be set forth from time to time in the documents governing such plan.

3.3 **Election of Benefits and Authorization of Salary Reduction.** Within the applicable Election Period, each eligible Employee electing any Benefit shall designate in the manner designated by and acceptable to the Plan Administrator whether he elects to participate in the Plan by authorizing Salary Reduction with respect to each such Benefit. If an existing Participant fails to make a new Salary Reduction authorization during any applicable Election Period, the Participant shall be deemed to have elected the same coverage under the Employer Health Plans in which the Participant participated during the preceding Coverage Period and shall be deemed not to have elected Health Savings Account Benefits for the new Coverage Period.

3.4 **Irrevocability of Benefit Election and Salary Reduction Designation.** A Participant's election of Benefits and his authorization of Salary Reduction for a Coverage Period shall be irrevocable with respect to such Coverage Period except that a Participant shall be entitled to change or revoke his election and Salary Reduction authorization during a Coverage Period and make a new election and Salary Reduction authorization if both the change or revocation and new election are made within 31 days of the applicable change event (or within 60 days for events described in Section 8.8) and are determined by the Plan Administrator to be on account of a Qualified Change in Status. Notwithstanding anything to the contrary, a Qualified Change in Status that results in ineligibility for any Benefit shall automatically

cause a corresponding change in election. Any new election under this Section shall be effective at such time as the Plan Administrator shall prescribe.

3.5 ***Effective Date of Benefit Election and Salary Reduction Designation.*** A Participant's election of Benefits and his authorization or designation of Salary Reduction for the applicable Coverage Period shall be effective as of the first day of such Coverage Period.

3.6 ***Limitation on Benefits for Certain Participants.*** No more than twenty-five percent (25%) of the statutory nontaxable benefits provided under this Plan may be provided to Key Employees. The Plan Administrator, in its absolute discretion, may reduce or reject elections of some or all Key Employees so that this limit will not be exceeded. The Plan will not discriminate as to eligibility or contributions and benefits in favor of Highly Compensated Individuals. The Plan Administrator, in its absolute discretion, may reduce or reject elections of Highly Compensated Individuals to comply with such requirements.

3.7 ***Increase or Decrease in the Cost of Coverage.*** Each Participant's Salary Reduction authorization shall be automatically increased or decreased, as the case may be, during the Coverage Period to reflect any change in the Participant's share of the cost of coverage under an Employer Health Plan. Notwithstanding the foregoing, if during the Coverage Period the cost of coverage applicable to a benefit option selected by a Participant under an Employer Health Plan significantly increases, the Plan Administrator, in its discretion, may permit each affected Participant to choose among the following options: (i) make a corresponding prospective increase in his Salary Reduction election, (ii) revoke his existing benefit election and, in lieu thereof, to receive prospective coverage under another benefit option providing similar coverage, or (iii) if no other benefit option providing similar coverage is available, cease coverage. If during a Coverage Period the cost of coverage applicable to a benefit option under an Employer Health Plan significantly decreases, the Plan Administrator, in its discretion, may permit Employees (including Employees who are not Participants) to make new elections to receive prospective coverage under the benefit option which had a significant decrease in cost. The Plan Administrator shall have the sole discretion to determine whether or not a change in the cost of coverage for a benefit option results in a "significant increase" or "significant decrease" in cost.

#### **ARTICLE IV CONTRIBUTIONS**

4.1 ***Contributions.*** Benefits under this Plan shall be financed through Salary Reduction contributions designated by each Participant with respect to each Benefit, and through flex credits (if any) contributed by the Employer in amounts established by the Employer from time to time. Salary Reduction contributions shall be made by payroll deduction for each payroll period during the Coverage Period and, to the extent applicable, shall be credited by the Plan Administrator to a reimbursement account established with respect to each Participant as soon as reasonably practicable following such payroll deduction. No Salary Reduction shall be made for any period during which the Employee does not receive compensation from the Employer.

#### **ARTICLE V ADMINISTRATION**

5.1 ***Plan Administrator.*** The Plan Administrator is the "named fiduciary" under the Plan and ERISA and is responsible for the operation and administration of the Plan. The Plan Administrator has the exclusive authority to interpret and construe the Plan, to correct defects, to supply omissions, to reconcile inconsistencies, to make factual determinations to the extent necessary to effectuate the Plan, and to determine all questions that arise in connection with the operation and administration of the Plan,

in its sole and absolute discretion, including without limitation, all questions regarding eligibility for coverage and eligibility for and the amount of any benefits paid or payable under the Plan. The Plan Administrator's interpretations and decisions shall be controlling, binding and final on all Plan Participants and all other parties. This provision shall apply for all purposes under the Plan, regardless of whether or not the Plan specifically provides that any particular action by the Plan Administrator shall be in its sole discretion. The Plan Administrator, in its sole discretion, may designate, appoint or employ any number of persons or entities that it deems necessary and appropriate to assist it in the operation and administration of the Plan.

The Plan Administrator shall adopt rules for the administration of the Plan as it considers desirable, provided such rules do not conflict with the Plan. All rules, decisions and designations by the Plan Administrator under the Plan shall be made in a nondiscriminatory manner and persons similarly situated shall be treated alike.

The responsibility for the administration of the Plan shall be exercised with care, skill, prudence and diligence under the circumstances then prevailing that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims.

The Plan Administrator may delegate to any person or entity any of its powers or duties under the Plan. Such delegation shall be in writing and, to the extent of any such delegation, the delegate shall become the fiduciary responsible for the administration of this Plan and have the discretionary authority to determine eligibility for benefits or to construe the terms of the Plan (if the delegate is a fiduciary by reason of the delegation); in such event, references to the Plan Administrator shall apply instead to the delegate. Any action by the Plan Administrator in assigning any of its responsibilities to specific persons who are officers or employees of the Plan Administrator or any affiliates shall not constitute a delegation of the Plan Administrator's responsibilities but rather shall be treated as the manner in which the Plan Administrator has determined internally to discharge such responsibilities.

5.2 **Compensation and Expenses of Plan Administrator.** Unless otherwise determined by the Employer, the Plan Administrator shall serve without compensation for services as such but all expenses of the Plan Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including but not limited to, attorneys' fees, accounting and clerical charges, and any other costs of administering the Plan.

5.3 **Indemnification.** The Employer shall indemnify any employee to whom it has delegated fiduciary duties under the Plan against any and all claims, losses, damages, expenses and liabilities arising from responsibilities in connection with this Plan, unless the same is determined to be due to gross negligence or willful misconduct.

## ARTICLE VI CLAIM FOR BENEFITS

6.1 **General.** Any claim for benefits under an Employer Health Plan shall be made to the applicable third party administrator or insurance carrier and administered in accordance with the provisions of such plan. If the third party administrator or insurance carrier denies any claim, a Participant or beneficiary shall follow the claim review procedures set forth under such plan.

6.2 **Limitations Period.** Notwithstanding any provisions in this Plan to the contrary, a Participant, beneficiary or other claimant may bring a legal action with respect to a claim under the Plan only if: (a) all of the claims procedures described in this Plan have been exhausted, and (b) such legal

action is commenced within one (1) year after a decision on review is furnished or is deemed furnished, as applicable.

## **ARTICLE VII AMENDMENT/TERMINATION**

7.1 ***Right to Amend or Terminate.*** The Sponsor reserves the right to amend or terminate the Plan in whole or in part at any time and from time to time; provided that no such amendment or termination shall affect in any way the amount of or the terms of any benefits payable under the Plan prior to the effective date of such amendment or termination. No Plan Participant shall have or attain any vested right, contractual or otherwise, to any further contributions to the Plan by the Employer after the Plan has been terminated.

## **ARTICLE VIII MISCELLANEOUS**

8.1 ***Governing Law.*** The Plan shall be construed, regulated and administered according to the laws of the State of Missouri, except to the extent preempted by the Employee Retirement Income Security Act of 1974.

8.2 ***Construction.*** The headings and subheadings in the Plan have been inserted for convenience of reference only and shall not affect the construction of the provisions hereof. In any necessary construction of the Plan, the masculine gender shall include the feminine gender and the singular shall include the plural where applicable and vice versa.

8.3 ***No Guarantee of Employment.*** The Plan shall not be deemed to constitute a contract between the Employer and any Employee or to be consideration or an inducement for the employment of any Employee. No Participant in the Plan shall acquire any right to be retained in his Employer's employ by virtue of the Plan; nor upon his dismissal or upon his voluntary termination of employment, shall he have any right or interest in the Plan other than as specifically provided herein.

8.4 ***Spendthrift Provisions.*** Except as otherwise required by law, the benefit, right or interest of any Participant hereunder shall not be subject to the claims of creditors of the Participant nor are they subject to attachment, garnishment or other legal process. No Participant may assign, sell, borrow on or otherwise encumber his beneficial interest in this Plan, nor shall any such benefits be in any manner liable for or subject to the deeds, contracts, liabilities, engagements or torts of a Participant.

8.5 ***No Guarantee of Tax Treatment.*** The Plan Administrator and the Employer do not guarantee that any amounts paid for the benefit of any Participant are excludable from the Participant's income for federal, state or local income tax purposes or from wages for FICA purposes.

8.6 ***Funding.*** Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific benefit, but shall instead be considered general assets of the Employer. Furthermore, and unless otherwise required by applicable law, nothing herein shall be construed to require the Employer or the Plan Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

8.7 **Severability.** If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

8.8 **Children's Health Insurance Program.** Notwithstanding anything contained herein to the contrary, the Plan shall comply at all times with the Children's Health Insurance Program Reauthorization Act of 2009, as amended from time to time. Generally, such Act creates a 60-day special enrollment right, effective April 1, 2009, for employees and dependent children to enroll in an Employer Health Plan under the following two circumstances: (a) termination of coverage due to loss of eligibility under Medicaid or a state-sponsored children's health insurance program ("CHIP"); and (b) eligibility for assistance under Medicaid or CHIP to help pay for coverage under the Employer Health Plan.

## **ARTICLE IX HSA BENEFITS**

9.1 **HSA Benefits.** An HSA-Eligible Employee may elect to make contributions pursuant to a Salary Reduction agreement to such Employee's HSA established and maintained outside the Plan by a trustee/custodian to which the Employer will forward contributions to be deposited. An Employee may elect to increase, decrease or revoke his election at any time on a prospective basis, subject to the administrative rules established by the Plan Administrator in sole discretion.

9.2 **Contributions for Cost of Coverage for HSA; Maximum Limits.** The annual contribution for a Participant's HSA Benefits shall not exceed the statutory maximum amount prescribed under Code Section 223(b)(2) for the Participant's Consumer Driven Health Plan coverage option (i.e., single or family) for the calendar year in which the contribution is made. An additional catch-up contribution may be made by or for a Participant who is age 55 or older.

The maximum annual contribution shall be reduced by any Employer contribution made on the Participant's behalf, if any. In addition, the maximum annual contribution shall be prorated for the number of months in which the Participant is an HSA-Eligible Individual, except that there shall be no proration for the first year in which the Participant is an HSA-Eligible Employee if the Participant is an HSA-Eligible Employee on December 1 of such first year and the Participant continues to participate in a Consumer Driven Health Plan for 12 months following the last month of the first year for which the Participant is an HSA-Eligible Employee.

9.3 **Recording Contributions for HSA.** An HSA is an individual trust or custodial account separately established for an individual Participant and maintained by a trustee/custodian outside the Plan. Consequently, the HSA trustee/custodian, not the Employer, will establish and maintain the HSA and make distributions from the HSA at the direction of the Participant. A Participant may choose any HSA trustee/custodian. The Employer may limit the number of HSA providers to which it will forward contributions that the Employee makes via pre-tax Salary Reduction under the Plan, but does not endorse any particular HSA provider. The Plan Administrator will maintain records to keep track of HSA Contributions an Employee makes via pre-tax Salary Reduction (and any Employer contributions) and will remit all such contributions to the designated HSA trustee/custodian.

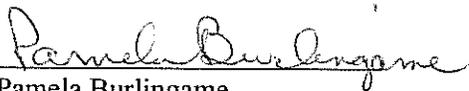
9.4 **Tax Treatment of HSA Contributions and Distributions.** The tax treatment of the HSA (including contributions and distributions) is governed by Code Section 223.

9.5 ***Trust/Custodial Agreement; HSA Not Intended to be an ERISA Plan.*** HSA Benefits under this Plan consist solely of the ability to make contributions to an HSA on a pre-tax Salary Reduction basis. Terms and conditions of coverage and benefits (e.g., eligible medical expenses, claims procedures, etc.) will be set forth in the HSA trust or custodial agreement provided by the applicable trustee/custodian to each electing Participant and are not a part of this Plan.

The HSA is not an employer-sponsored employee benefit plan. It is a savings account that is established and maintained by an HSA trustee/custodian outside this Plan to be used primarily for reimbursement of “qualified eligible medical expenses” as set forth in Code Section 223(d)(2). The Employer has no authority or control over the funds deposited in a HSA. Even though this Plan allows pre-tax Salary Reduction contributions to an HSA, the HSA is not intended to be an ERISA benefit plan sponsored or maintained by the Employer.

IN WITNESS WHEREOF, the Sponsor has caused this Plan document to be executed effective as of the Restated Effective Date.

**CITY OF SEDALIA, MISSOURI**

By:   
Pamela Burlingame

Title: Finance Director

## Office of the Mayor

TO: Members of City Council  
FROM: Mayor Elaine Horn  
DATE: June 27, 2013 *EH/jem*  
RE: Appointment to City Board

I would like to make the following recommendation:

**New appointment:**

BOARD	MEMBER	TERM
Housing Authority Board		
	Michelle Perry 2100 E. 16 <sup>th</sup> Street	Replacing Rev. Luis Torres Term Expiring 06-2014

**City of Sedalia  
Department Bills 7-1-2013**

Vendor Name	Invoice Number	Amount
AlumiTank Inc	143452	\$ 825.54
American Auto Supply Inc	189425	\$ 14.63
American Auto Supply Inc	189426	\$ 14.88
American Planning Association	0613	\$ 340.00
Andrew Burt	0713	\$ 35.00
Apac-Missouri Inc	9000193503	\$ 3,494.47
Apac-Missouri Inc	9000193660	\$ 2,753.59
Apac-Missouri Inc	9000193905	\$ 298.85
Apac-Missouri Inc	9000193964	\$ 148.70
Apac-Missouri Inc	9000193971	\$ 48.67
Apac-Missouri Inc	9000194712	\$ 3,103.88
Apac-Missouri Inc	9000194778	\$ 2,774.46
Apac-Missouri Inc	9000194875	\$ 70.94
Apac-Missouri Inc	9000194925	\$ 619.94
Arbor Day Foundation	0613	\$ 20.00
Arlene Silvey	0613	\$ 73.46
Art & Graphics Innovations Llc	1194	\$ 40.00
Ascent Aviation Group, Inc.	191951	\$ 26,177.47
Ascent Aviation Group, Inc.	192018	\$ 39,154.67
Ascent Aviation Group, Inc.	105073	\$ 29.85
AT & T	0613B	\$ 41.80
AT & T	0613C	\$ 168.86
BDF Enterprises LTD	41452	\$ 65.95
Benitz Service Co	036528	\$ 255.84
Blazing Aviation	6009	\$ 807.04
Blue Springs Winwater Co	042837	\$ 720.00
Bob'S Plumbing	0613	\$ 4,822.15
Boone Quarries	89271	\$ 246.97
Bryant Motor Co Inc.	125003	\$ 55.55
Champion Brands LLC	443760	\$ 285.55
Champion Brands LLC	443758	\$ 567.35
Champion Brands LLC	443759	\$ 655.55
Charter Communications	0613-11	\$ 245.72
Charter Communications	0613-12A	\$ 101.99
Charter Communications	0613-12C	\$ 64.48
Charter Communications	0613-14	\$ 94.99
Charter Communications	0613-MUNI	\$ 119.99
Chemco Industries Inc	61251	\$ 486.75
Chemco Industries Inc	61252	\$ 486.75
Cintas Corp #379	379822073	\$ 556.30
City Safe & Lock Service	072020	\$ 26.25
City Safe & Lock Service	072073	\$ 7.00
Clarke Mosquito Control	5056325	\$ 335.44
Clark's Tool & Equipment	146239	\$ 4.95
Commenco Inc.	48111	\$ 36.70
Cooperative Workshops Inc	43159	\$ 5,000.00
Craig Plumbing	68072	\$ 166.65
Crescent Parts & Equipment	3480021-00	\$ 21.62

**City of Sedalia  
Department Bills 7-1-2013**

Vendor Name	Invoice Number	Amount
Cromwell II Apartments		\$ 75.00
Custom Communications	130616	\$ 45.00
D C Battery Inc	067244	\$ 7.60
Devin Lake	0713	\$ 50.00
Discount Office Items.com	1123369	\$ 81.60
Don's Truck Towing & Truck Wash Inc	115893	\$ 189.00
Dugan's Paint And Floorcovering	S0200205	\$ 132.30
Eagle Capital Corporation	1394	\$ 2,669.52
Eagle Capital Corporation	1398	\$ 6,696.76
Eagle Capital Corporation	1399	\$ 1,323.00
Eagle Capital Corporation	1400	\$ 644.84
Edward J. Rice Co Inc	053813	\$ 1,139.27
EMD Millipore Corporation	6458705	\$ 425.19
Engineering Surveys & Services	ESS052697	\$ 1,183.00
Engineering Surveys & Services	ESS052784	\$ 36.00
Esther Schultz	0713	\$ 35.00
Family Medicine Associates Pc	0613F	\$ 97.50
Family Medicine Associates Pc	0613G	\$ 97.50
Fedex	230380564	\$ 44.36
Fischer Concrete Service Inc	8528	\$ 940.23
Grainger	9169254225	\$ 228.00
Gw Van Keppel Co	W17849	\$ 1,840.83
Hach Company	8320014	\$ 214.52
Hach Company	8322049	\$ 218.00
IBT Inc.	6061833	\$ 20.32
Ice-Masters Inc	1079395	\$ 210.00
I-Land Internet Services	156914	\$ 59.95
I-Land Internet Services	156915	\$ 3.99
Image Technologies	0613	\$ 218.00
Insurance & Benefits Group Llc	48404	\$ 12,605.64
Insurance & Benefits Group Llc	48404A	\$ 4,135.23
Iron Mountain Trap Rock C	330307	\$ 1,239.42
Iron Mountain Trap Rock C	330658	\$ 933.79
Iron Mountain Trap Rock C	330817	\$ 920.79
Iron Mountain Trap Rock C	331160	\$ 627.51
Iron Mountain Trap Rock C	331474	\$ 627.12
Iron Mountain Trap Rock C	331931	\$ 614.25
Iron Mountain Trap Rock C	332232	\$ 645.71
Iron Mountain Trap Rock C	332775	\$ 605.15
Iron Mountain Trap Rock C	333178	\$ 311.74
James Volk	0613	\$ 44.84
Jamie Bethel	0713	\$ 27.50
John Evans	0713	\$ 35.00
John Simmons	0613A	\$ 55.50
John Simmons	0713	\$ 45.00
KCP&L	0613-14C	\$ 130.75
KCP&L	0613-14D	\$ 126.86
KCP&L	0613-14G	\$ 17.19

City of Sedalia  
Department Bills 7-1-2013

Vendor Name	Invoice Number	Amount
KCP&L	0613-14K	\$ 17.26
KCP&L	0613-14S	\$ 33.08
KCP&L	0613-14T	\$ 32.63
KCP&L	0613-24C	\$ 104.61
KCP&L	0713-14I	\$ 17.19
KCP&L	0713-14N	\$ 34.90
KCP&L	0713-61C	\$ 1,838.84
Key Hydraulics	13-27699A	\$ 13.98
Key Hydraulics	13-28131	\$ 645.22
Key Hydraulics	13-28244	\$ 17.16
K-Mart	59914	\$ 239.99
Lea's Truck Service Llc	5667PX	\$ 20.82
Lea's Truck Service Llc	5668PX	\$ 515.00
Liberty Process Equipment Inc	0048728	\$ 2,776.54
Liberty Process Equipment Inc	0048872	\$ 3,779.12
Lynn Peavey Company	275055	\$ 110.70
Lynn Peavey Company	275111	\$ 17.50
Mailfinance	H4047650	\$ 360.00
Main Street Logo	211403	\$ 60.00
Maxsamum Supplies Llc	0613	\$ 149.00
MCI	0613	\$ 270.74
MFA Agri Services-Sedalia	4333	\$ 26.25
MFA Agri Services-Sedalia	6452	\$ 197.50
Midland Printing Company	48491	\$ 32.21
Midland Printing Company	48834	\$ 100.34
Midwest Laboratories Inc	685465	\$ 312.05
Missouri Department of Corrections	3900	\$ 1,132.50
Missouri Typewriter Of Warrensburg Inc	38611	\$ 189.75
Motion Industries Inc	504035	\$ 69.78
Ms Contracting	2010	\$ 4,450.00
Nartec Inc	6662	\$ 160.80
NPG Newspapers Inc	0613	\$ 234.30
Nuway Concrete Forms Central	429349	\$ 35.00
Nuway Concrete Forms Central	430189	\$ 132.50
Open Door Service Center	414899	\$ 4.00
O'Reilly Automotive Inc.	0114-178738	\$ 27.99
O'Reilly Automotive Inc.	0114-180397	\$ 7.24
O'Reilly Automotive Inc.	0247-235105	\$ 225.00
O'Reilly Automotive Inc.	180361	\$ 56.51
O'Reilly Automotive Inc.	180899	\$ 134.24
O'Reilly Automotive Inc.	180919	\$ (25.00)
O'Reilly Automotive Inc.	181458	\$ 230.11
O'Reilly Automotive Inc.	181517	\$ 11.49
O'Reilly Automotive Inc.	182462	\$ 227.24
Orschelns Convenience Card	2276	\$ 20.99
Orschelns Convenience Card	3240	\$ 36.19
Orschelns Convenience Card	3290	\$ 33.99
Orschelns Convenience Card	4904	\$ 19.92

City of Sedalia  
Department Bills 7-1-2013

Vendor Name	Invoice Number	Amount
Otten Small Engine Service	111295	\$ 27.55
Otten Small Engine Service	111450	\$ 65.34
Otten Small Engine Service	112115	\$ 54.75
Otten Small Engine Service	112385	\$ 32.00
Otten Small Engine Service	112117	\$ 23.25
Pettis County Title Co.	0613	\$ 7,662.60
Phillips Auto Electric Inc	0613A	\$ 83.85
Police	0613	\$ 20.00
Printlynx	100895	\$ 30.92
Quicksilver Water	695067	\$ 51.75
Quicksilver Water	692681	\$ 26.75
Quicksilver Water	694090	\$ 21.00
R. A. Doran & Associates	0613	\$ 325.00
Rejis Commission	0029607	\$ 300.00
Rejis Commission	0029608	\$ 25.00
Reynaldo Talavera-Carlos	0613	\$ 22.50
Reynaldo Talavera-Carlos	0613A	\$ 15.00
SBWE Architects	0613	\$ 3,340.00
Sedalia Animal Shelter	0713	\$ 2,400.00
Sedalia Electric Motors Inc	6395	\$ 625.00
Sedalia Electric Motors Inc	6406	\$ 330.00
Sedalia/Pettis Co Dev Co	0713	\$ 10,000.00
SMC Electric Supply	60181879-00	\$ 64.08
SMC Electric Supply	60181954-00	\$ 38.27
SMC Electric Supply	60181954-01	\$ 60.36
Smith Paper & Janitor Supply	554866	\$ 119.60
Smith Paper & Janitor Supply	555118	\$ 31.50
Smith Paper & Janitor Supply	555139	\$ 36.21
Smith Paper & Janitor Supply	555174	\$ 183.46
SPIAA	0613-Hendricks	\$ 275.00
SPIAA	0613-Woolery	\$ 275.00
Staples Business Advantage	3200627192	\$ 17.77
Staples Business Advantage	3200627193	\$ (2.35)
Staples Business Advantage	3200627194	\$ 5.99
Staples Business Advantage	3201954363	\$ 82.99
Staples Business Advantage	3201954369	\$ 14.49
Staples Business Advantage	3202359300	\$ 20.14
Staples Business Advantage	3201954368	\$ 489.44
Staples The Office Superstore	0613	\$ 43.95
Table Of 5 Catering	147	\$ 308.00
Team Vortex Airshows	0613	\$ 1,000.00
The Gehm Corporation	2705	\$ 830.00
The J.P. Cooke Co.	239928	\$ 55.28
The National Trust for Historic Preservation	0613	\$ 300.00
The Police And Sheriffs Press	47470	\$ 12.46
The Police And Sheriffs Press	47696	\$ 12.46
The Truck Lot	0613	\$ 32.75
The Ups Store	0613A	\$ 22.24

City of Sedalia  
Department Bills 7-1-2013

Vendor Name	Invoice Number	Amount
Tim's Tree Service Llc	3231	\$ 425.00
Tim's Tree Service Llc	3232	\$ 425.00
Tim's Tree Service Llc	3233	\$ 275.00
Tim's Tree Service Llc	3234	\$ 475.00
Tim's Tree Service Llc	3240	\$ 275.00
Tim's Tree Service Llc	3245	\$ 325.00
Tim's Tree Service Llc	3247	\$ 475.00
Tim's Tree Service Llc	3248	\$ 400.00
Tim's Tree Service Llc	3249	\$ 475.00
Tire Centers Llc	6500128837	\$ 56.72
Today's Distributor	5650	\$ 24,795.00
Towers Fire Apparatus Co Inc	91794	\$ 168.73
Trans-Central Suppliers Inc	0217772	\$ 79.74
Trans-Central Suppliers Inc	0217872	\$ 324.10
Trans-Central Suppliers Inc	0217873	\$ 409.52
United Rotary Brush Corp	CI143123	\$ 120.30
United Rotary Brush Corp	CI143140	\$ 424.50
Usa Bluebook	983754	\$ 259.34
Verizon Wireless	9706806675	\$ 2,820.18
Vulcan Inc	237159	\$ 67.50
Vulcan Inc	237553	\$ 437.00
Wal-Mart Community/GECRB	00510	\$ 660.00
Wal-Mart Community/GECRB	00707	\$ 128.84
Wal-Mart Community/GECRB	00998	\$ (22.32)
Wal-Mart Community/GECRB	01866	\$ 26.22
Wal-Mart Community/GECRB	01897	\$ 80.30
Wal-Mart Community/GECRB	02731	\$ 31.97
Wal-Mart Community/GECRB	02852	\$ 13.41
Wal-Mart Community/GECRB	02913	\$ 52.11
Wal-Mart Community/GECRB	03006	\$ 36.20
Wal-Mart Community/GECRB	04368	\$ 125.82
Wal-Mart Community/GECRB	04512	\$ 75.00
Wal-Mart Community/GECRB	04521	\$ 59.07
Wal-Mart Community/GECRB	05074	\$ 28.80
Wal-Mart Community/GECRB	06061	\$ 35.90
Wal-Mart Community/GECRB	08474	\$ 37.41
Wal-Mart Community/GECRB	08572	\$ 69.90
Wal-Mart Community/GECRB	09272	\$ 28.84
Wal-Mart Community/GECRB	0931	\$ 85.20
West Group	827366574	\$ 312.39
Western Extralite Company	4722990.001	\$ 19.91
Woods Super Market	33	\$ 12.48
Zee Medical Inc	D4663901	\$ 197.46
<b>Total Invoices To Be Paid</b>		<b>\$ 223,718.52</b>