



PRE-COUNCIL MEETING

Mayor's Conference Room
Municipal Building
Monday, August 5, 2013
6:15 p.m.

MAYOR: MARY ELAINE HORN

MAYOR PRO-TEM: BOB CROSS

Work Session – 6:15 p.m.

1. Presentation – Afghanistan Trip (Presenter-Judge Deborah Mitchell)

Committee Meetings – Immediately following work session

PUBLIC SAFETY COMMITTEE Police and Fire	Stephen Galliher, Chair Rebecca LaStrada, Vice Chair
<ol style="list-style-type: none"> 1. Review Records Destruction Request from the Sedalia Police Department Administrative Services Bureau. 	
PUBLIC WORKS COMMITTEE Public Works, Water Pollution Control, Community Development, Water, Parks, Airport, Cemeteries and Community Center	Tolbert Rowe, Chair Wanda Monsees, Vice Chair
<ol style="list-style-type: none"> 1. Review Staff Recommendation to Reject bid for Sidewalk Project: Grand Avenue from 16th to Broadway. 2. Review Proposal for Streetscape Phase IIIa Engineering Services and Review Ordinance approving and accepting an agreement by and between the City of Sedalia, Missouri and Engineering Surveys and Services, LLC for professional engineering services for the planning, design and construction inspection of the Downtown Streetscape Phase IIIa Project. 3. Review Change Order #1 for Mill & Overlay of Various City Streets. 4. Review Ordinance approving and accepting an agreement by and between the City of Sedalia, Missouri and Donelson Construction Co., LLC for a Modified Aggregate Quick Set (MAQS) Surfacing System. 	
FINANCE/ADMINISTRATION COMMITTEE Administrative, Library and Hospital	Jo Lynn Turley, Chair Wiley Walter, Vice Chair
<ol style="list-style-type: none"> 1. Review Records Destruction Request from the Personnel Department. 	

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



CITY COUNCIL MEETING AGENDA

City Council Chambers
Municipal Building
Monday, August 5, 2013
7:00 p.m.

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

A. SERVICE AWARDS

1. Pam Burlingame – Finance Director– Finance Department – 30 years of service
2. James Rios – Crew Leader – Cemetery Department – 25 years of service
3. Eric Fleischman – Equipment Operator – WPC Department – 5 years of service

I. MINUTES

1. Pre-Council Meeting July 15, 2013
2. Regular Council Meeting July 15, 2013
3. City Council Work Session July 22, 2013

II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES

III. ROLL CALL OF STANDING COMMITTEES

A. PUBLIC SAFETY – Councilmember Stephen Galliher

1. Approve Records Destruction Request from the Sedalia Police Department Administrative Services Bureau

B. PUBLIC WORKS – Councilmember Tolbert Rowe

1. Reject bid for Sidewalk Project: Grand Avenue 16th to Broadway
2. Award proposal for Streetscape Phase IIIa Engineering Services
3. Approve Change Order #1 for Mill & Overlay of Various City Streets

C. FINANCE / ADMINISTRATION – Councilmember Jo Lynn Turley

1. Approve Records Destruction Request from the Personnel Department

IV. NEW BUSINESS

A. ORDINANCES AND RESOLUTIONS

- Approving and accepting an agreement by and between the City of Sedalia, Missouri and Engineering Surveys and Services, LLC for professional engineering services for the planning, design and construction inspection of the Downtown Streetscape Phase IIIa Project
- Approving and accepting an agreement by and between the City of Sedalia, Missouri and Donelson Construction Co., LLC for a Modified Aggregate Quick Set (MAQS) Surfacing System

B. APPOINTMENTS

C. LIQUOR LICENSES

Renewals:

- *Tom Jorgensen dba Pizza Hut, 1425 S Limit, 5% Beer by Drink, \$75
- *Sterling Green dba Sedalia Lions Club, PO Box 1085, Picnic License, \$37.50
- *Amanda Klein dba Korner Lounge, 1604 S Ohio, Liquor by Drink, \$450
- *Jerome Taylor dba Break Time #3083, 808 E Broadway, Packaged Liquor, \$150
- *Robbin Griffith dba Dollar General #2787, 2003 S Limit, Packaged Liquor, \$150
- *Robbin Griffith dba Dollar General #2379, 619 N Ohio, Packaged Liquor, \$150
- *Robbin Griffith dba Dollar General #1316, 2402 W Broadway, Packaged Liquor, \$150
- *Robbin Griffith dba Dollar General #3494, 713 E Broadway, Packaged Liquor, \$150
- *Los Foguis dba El Espolon Mexican Restaurant, 3501 W Broadway, Liquor by Drink with Sunday Sales, \$450
- *Darren Ross dba American Legion Post 642, 2016 W Main, Liquor by Drink, \$450
- *Charles Wansing dba Chez When, 121 E 3rd, Liquor by Drink, \$450

Click on any agenda item to view the related documentation

D. APPROVAL OF DEPARTMENT BILLS

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

F. GOOD AND WELFARE

G. ADJOURN TO CLOSED-SESSION – In accordance with Sections 610.021(1) & (2) RSMo to closed-door session for legal advice and lease, sale or purchase of real estate.

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



OFFICE OF THE CITY ADMINISTRATOR

To: Honorable Mayor Elaine Horn & City Council Members
From: Gary Edwards, City Administrator
Re: Agenda items for City Council meeting on Monday, August 5, 2013

Presentations:

1. Afghanistan Trip. Presenter – Judge Deborah Mitchell. Approximately a year ago, the City Council granted Judge Mitchell a leave of absence so she could take advantage of a professional opportunity in Afghanistan. During this presentation, Judge Mitchell will report on her trip.

Public Safety Committee:

1. Staff is requesting that the City Council review a records destruction request from the Sedalia Police Department Administrative Services Bureau. The list of items to be destroyed have been reviewed and verified by the police department.

Public Works Committee:

1. Staff is recommending that the City Council review a proposed bid rejection for a sidewalk project at Grand Ave. from 16th to Broadway. Only one bid was received and that was from Charles R. Kollmeyer Construction of Pilot Grove totaling \$97,870 for the base bid and \$17,850 for the alternate. However, the budgeted amount for this project is \$80,000. Staff believes that if we re-advertise and allow more time for bid submissions, we will receive more bids. Some additional contractors were contacted and they indicated that if they had more time, they would be interested in bidding.

2. Review a proposal for Streetscape Phase IIIa Engineering services and review an ordinance approving and accepting an agreement by and between the City and Engineering Surveys and Services (ES&S), LLC for professional engineering services for the planning, design and construction inspection of the downtown streetscape phase IIIa project. The city requested proposals for this project and eight were received. Each proposal was scored and ES&S received the highest score. The city has worked with this firm and is satisfied with its work. Total cost for engineering will be \$76,715. Work related to this portion of the project is in the general area of Ohio and Broadway

3. Review Change Order #1 for mill and overlay of various city streets. Staff is recommending that change order #1 be approved in the amount of \$59,141.10. This brings the total contract price to \$244,041.10. This request is for two changes in the contract with APAC. The first change: the addition of a 2" overlay for the streets in Crown Hill Cemetery totaling \$49,678.70. The cemetery has \$50,000 in this year's budget for paving that will cover this cost. The second change: removing 3rd street from the contract and adding Murray Ave and Main Street for mill and 2" overlay totaling \$9,462.40. These additional costs are budgeted.

4. Staff is recommending that the City Council review an ordinance approving and accepting an agreement by and between the City and Donelson Construction Co. for a Modified Aggregate Quick Set (MAQS) Surfacing System. This proposed action is a housekeeping matter. The City received a sole source bid from Donelson Construction Co., which was approved by the City Council on June 17th. However, we have since learned that a contract is part of the agreement and the city council must approve contract agreements. Consequently, this is being brought back to you to complete the process of acting on the agreement.

Finance/Administration Committee:

1. Staff is recommending that the City Council review a records destruction request from the Personnel Department. The list of items to be destroyed have been reviewed and verified by the Personnel Department.

Page two of two

Page two of two



CITY OF SEDALIA, MISSOURI **PRE-COUNCIL MEETING – JULY 15, 2013**

WORK SESSION

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

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

Presentation – 2013-2014 Street Work

Public Works Director, Bill Beck, stated that the City of Sedalia currently has 156 miles of streets to maintain with an anticipated 388 blocks to be completed in 2013 (\$877,000 budgeted for Street Work).

Street Maintenance Options:

- Chip & Seal (easiest & least expensive option) – \$976.76 (2011) to \$1,320 (2013) per block
- Slurry Seal (better than chip & seal and lasts 5-7 years) - \$1,551 per block (2009)
- Mill & Overlay (adds 10-12 years of life to a street) - \$8,000 (2011) to \$11,415 (2013) per block
- Concrete Rebuild (adds 40+ years of life to a street) - \$100,000 (2010) to \$92,700 (2011) per block

Mr. Beck stated that with \$500,000, 5 blocks of new concrete street could be completed compared to 44 blocks with Mill & Overlay and 379 blocks with Chip & Seal. Mr. Beck stated that with Concrete Rebuild the cost would be \$112,319,429 (128 years to complete with current budget of \$877,000) versus a Mill & Overlay cost of \$14,610,176 (17 years to complete with current budget of \$877,000). If a street fails it has to be rebuilt and without preventative maintenance they will fail. This could turn \$14 million project into \$114 million in a few more years.

This year, the City plans to complete 388 blocks. Mr. Beck stated that the plan was to Mill & Overlay 3rd Street from 65 Highway to Park Avenue and from Park Avenue to Ohio Avenue using a new product that was used in Springfield, Missouri. However, on 3rd Street from 65 Highway to Park Avenue, the City is looking at taking the asphalt up and restoring the brick road. Mr. Beck stated that they would like to put a survey on the City's website for public opinion on this project.

Presentation – Olsson Associates: Stormwater Master Plan

Mike Lally, with Olsson Associates, introduced Tony Stanton who has been involved with the Stormwater Master Plan for the last two and a half years and working on policy, the stormwater ordinance and criteria issues to address drainage and flooding problems and developing a plan to help address those issues.

Tony Stanton, with Olsson Associates, stated that the Stormwater Master Plan involved a comprehensive look at City drainage and flooding problems in connection with the sanitary sewer system and developing a plan to address the flooding and erosion problems, with an overall goal of meeting Federal Environmental Protection Agency NPDES requirements.

Primary Objectives:

- Identify specific flooding problems and their causes, and measuring their severity
- Develop a Capital Improvement Plan based on objective cost-benefit prioritization
- Establish costs and potential timelines of needed improvements
- Plan improvements with sanitary sewer improvement project timing

Mr. Stanton stated that questionnaires were sent to all residents with the monthly water bills in helping to determine problem areas (600 surveys were returned). Also, City Staff provided records of past complaints of flooding issues and field investigations also contributed in identifying problem areas.

Top Priorities: (used in prioritizing areas for improvements)

- Flooding homes
- Flooding streets
- Channel erosion impacting structures

Mr. Stanton stated that for all projects the estimated cost would be \$11 million.

Public Works Director, Bill Beck, stated that this presentation is a draft and if the Council is not happy with the proposal they should notify him of any changes that may need to be made. There is a budget of \$100,000 to start the projects, after the projects are finalized.

COMMITTEE MEETING

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

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

- Bids for Sign Material for the City Garage to Vulcan Signs, Foley, AL in the amount of \$7,866.70 (low bidder was Custom Products, Jackson, Mississippi with a difference of \$147.39) was moved to full Council on motion by Walter, seconded by Galliher. All in favor.
- Bids on the Demolition of Structures located as follows (totaling \$14,600) were moved to full Council on motion by Galliher, seconded by Walter. All in favor.
 - 175 Summer Avenue – Schultz Wrecking Service in the amount of \$3,400
 - 1220 South Lamine – Schultz Wrecking Service in the amount of \$3,200
 - 415 South Massachusetts – Schultz Wrecking Service in the amount of \$4,200
 - 411 South New York – Poort Excavating in the amount of \$3,800
- Ordinance approving and accepting Exhibit R to the Master Agreement for professional services with Olsson Associates for engineering services (comprehensive inspection of Grand Ave. vehicular bridge for an amount of \$7,500) was moved to full Council on motion by Galliher, seconded by Cross. All in favor.

- Ordinance approving and accepting an Interlocal Contract for cooperative purchasing by and between the City of Sedalia, Missouri and the Houston-Galveston Area Council (H-GAC) was moved to full Council on motion by Galliher, seconded by Walter. All in favor.
- Ordinance approving and accepting Aviation Project Consultant Supplemental Agreement No. 2 between H.W. Lochner, Inc. and the City of Sedalia, Missouri for final design and bidding services associated with the rehabilitation of Runway 18-36 at the Sedalia Regional Airport (not to exceed \$193,675; 95% being covered by grant) was moved to full Council on motion by Wanda, seconded by LaStrada. All in favor.
- Proposal for the lease-purchase of a Refurbished eight year old 4,000 gallon tank self – service fuel system with new pump and card reader from World Fuel Service (\$61,801) and Ordinance approving and accepting a Self-Serve Unit Lease Purchase Agreement with World Fuel Services, Inc. for the leasing of a Refurbished 2003 Fuel Tech 4000 Gallon Double Wall Avgas Tank Self-Serve to be utilized at the Sedalia Regional Airport were moved to full Council on motion by Walter, seconded by Cross. All in favor.
- Discussion of status of safety of Clarendon Road during State Fair Week. Possible direction to staff from Council and proposed Ordinance temporarily closing a portion of Clarendon Road to through traffic during the 2013 Missouri State Fair from August 8, 2013 to August 18, 2013 and from the hours of 8:00 A.M. to 9:00 P.M. each day. State Fair Director, Mark Wolfe, stated that closing a portion of Clarendon Road would make it a safer area, starting at the four-way stop south of the Katy Trail (still allowing access to the Katy Trail) to the corner of the public camp grounds behind State Fair College. Mr. Wolfe stated that signage would have to be set up by Missouri Department of Transportation at the intersection of Clarendon Road and 16th Street for the road closing. Following discussion, item was moved to full Council on motion by Monsees, seconded by Turley. All in favor except Rowe and Stevenson who opposed.

Finance/Administration Committee – Councilman Turley, Chairman – No Report.

With no further comments, the meeting closed at 7:01 p.m.
Respectfully submitted: Arlene Silvey, MRCC City Clerk



CITY OF SEDALIA, MISSOURI
COUNCIL MEETING – JULY 15, 2013

The Council of the City of Sedalia, Missouri duly met on Monday, July 15, 2013, at 7:03 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 Walter.

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 Walter. All in favor.

- Pre-Council Meeting July 1, 2013
- Regular Council Meeting July 1, 2013

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:

Accepted the minutes of the Citizen's Traffic Advisory Commission dated June 12, 2013 on motion by Galliher, seconded by Walter. All in favor.

ROLL CALL OF STANDING COMMITTEES:

PUBLIC SAFETY – STEPHEN GALLIHER, CHAIRMAN – No Report.

PUBLIC WORKS – TOLBERT ROWE, CHAIRMAN

Awarded bid for sign material for the City Garage to Vulcan Signs, Foley, AL in the amount of \$7,866.70 on motion by Galliher, seconded by Walter. All in favor.

Awarded bids for the Demolition of Structures located as follows (totaling \$14,600) on motion by Walter, seconded by Galliher. All in favor.

- 175 Summer Avenue – Schultz Wrecking Service in the amount of \$3,400
- 1220 South Lamine – Schultz Wrecking Service in the amount of \$3,200
- 415 South Massachusetts – Schultz Wrecking Service in the amount of \$4,200
- 411 South New York – Poort Excavating in the amount of \$3,800

Awarded proposal for the purchase of a refurbished 8 year old 4,000 gallon refurbished tank self-service fuel system with new pump and card reader from World Fuel Services, Inc. (\$61,801.00) on motion by Walter, seconded by Galliher. All in favor.

FINANCE & ADMINISTRATION – JO LYNN TURLEY, CHAIRMAN – No Report.

NEW BUSINESS:

BILL NO. 2013–65, ORDINANCE NO. 10104 – AN ORDINANCE APPROVING AND ACCEPTING EXHIBIT R TO THE MASTER AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SEDALIA, MISSOURI AND OLSSON ASSOCIATES FOR ENGINEERING SERVICES was read once by title.

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

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

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

BILL NO. 2013–66, ORDINANCE NO. 10105 – AN ORDINANCE APPROVING AND ACCEPTING AN INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC) was read once by title.

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

Final Passage – Motion by Turley, 2nd 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. 2013–67, ORDINANCE NO. 10106 – AN ORDINANCE APPROVING AND ACCEPTING AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 2 BETWEEN H.W. LOCHNER, INC. AND THE CITY OF SEDALIA, MISSOURI FOR FINAL DESIGN AND BIDDING SERVICES ASSOCIATED WITH THE REHABILITATION OF RUNWAY 18-36 AT THE SEDALIA REGIONAL AIRPORT was read once by title.

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

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

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

BILL NO. 2013–68, ORDINANCE NO. 10107 – AN ORDINANCE APPROVING AND ACCEPTING A SELF-SERVE UNIT LEASE PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND WORLD FUEL SERVICES, INC. FOR THE LEASING OF A REFURBISHED 2003 FUEL TECH 4000 GALLON DOUBLE WALL AVGAS TANK SELF SERVE TO BE UTILIZED AT THE SEDALIA REGIONAL AIRPORT was read once by title.

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

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

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

BILL NO. 2013–69, – AN ORDINANCE TEMPORARILY CLOSING A PORTION OF CLARENDON ROAD TO THROUGH TRAFFIC DURING THE 2013 MISSOURI STATE FAIR FROM AUGUST 8, 2013 TO AUGUST 18, 2013 AND FROM THE HOURS OF 8:00 A.M. TO 9:00 P.M. EACH DAY was read once by title.

2nd Reading – Motion by Galliher, 2nd by Turley. All in favor except Rowe and Stevenson who opposed.

Final Passage – Motion by Galliher, 2nd by LaStrada. All in favor except Rowe and Stevenson who opposed.

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

BILL NO. 2013-69 FAILED

APPOINTMENTS: None.

BIDS:

- Sign Material – July 3, 2013

LIQUOR LICENSES:

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

Renewal:

- Mark Himmelberg dba Mazzio’s, 1613 S. Limit – 5% Beer by Drink
- Jerome Taylor dba Break Time #3083, 808 E. Broadway – Sunday Sales
- Jerome Taylor dba Break Time #3079, 2801 W. Broadway – Sunday Sales

DEPARTMENT BILLS thru July 15, 2013 totaling \$223,589.17 were approved for payment on motion by Turley, seconded by Galliher. All in favor.

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

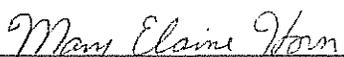
Councilman Monsees stated that she belongs to several criminal justice organizations in Sedalia, one being a family support group, and a major issue that needs to be addressed is the food quality at the Pettis County Jail. The City has a right to insist that there be certain foods standards for inmates. Councilman Rowe stated that the food concerns should be taken to Sheriff Kevin Bond.

GOOD & WELFARE:

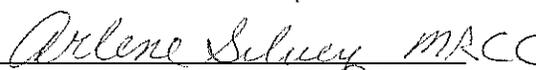
Jamie Volk, 2602 Katy Trail Ave., stated that traffic on Clarendon Road, 16th Street, 32nd Street, and Limit Ave. are all congested with traffic during the State Fair time. Mr. Volk inquired if Clarendon Road could be closed and given to the State Fair grounds and building a new road to allow for traffic.

The meeting adjourned at 7:18 p.m. on motion by Monsees, seconded by LaStrada. All in favor.

THE CITY OF SEDALIA, MISSOURI



Mary Elaine Horn, Mayor



Arlene Silvey, MRCC City Clerk



CITY OF SEDALIA, MISSOURI
COUNCIL WORK SESSION – JULY 22, 2013

WORK SESSION

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

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

Presentation – Incentive Package for developers

Community Development Director, John Simmons and Linda Christle, Executive Director Economic Development Sedalia-Pettis County, presented a powerpoint presentation on the various economic development incentives that are available to businesses interested in locating in Sedalia (i.e. Start-up, Sole Proprietor, Small Business, Limited Liability Companies, and Large Corporations).

Simmons stated that he and Ms. Christle are involved in different types of business development such as expansion of an existing business, retaining existing businesses, and recruitment of any new business interested in locating in Sedalia. Development can occur in one of three ways:

- Approached directly by business
- Referral
- Identification thru various studies and recruitment based on studies

Development incentives for businesses exist for two main reasons:

- Used to bridge a “financial gap” to make the development work
- Remain competitive in attracting business (Retail, Industrial, etc.)

Sources of Leads:

- **State of Missouri** – Department of Economic Development aids in recruitment of new business (Commercial, Retail, Manufacturing, etc.) as well as aiding in retention and expansion of existing businesses. Missouri Partnership focuses on the recruitment of existing companies from other states.
- **Consultants** – Hired by companies to find site.
- **Developers** – Contacted to develop property in an area.
- **Local Business/Citizen Input** – Help in conducting background checks on companies; compiling lists of top retail categories.
- **Unsolicited Inquiry** – Receive 2 to 3 calls per month for help to point in right direction for certain business; business plan for loan & expansion.
- **Corporate** – Includes companies such as KCP&L, Union Pacific, Empire Gas, and AT&T. They identify sites where growth can occur in their territory and for identifying fiber availability in areas for data center.

Simmons stated that from the time a call is received to the time a business opens, it could take anywhere from 1 week to 3+years and that incentives should be asked about and asked for prior to the acquisition of a site and the announcement of intent to locate. On the state level, there is no state money available after the fact.

Partnerships that are utilized to bring incentives forward include the State of Missouri, Pettis County, Sedalia-Pettis County Development Corporation, Sedalia Downtown Development, Inc., and various public/private partnerships. Agencies utilized thru the State of Missouri include: Department of Economic Development, MoDOT, Department of Workforce Development (Training-Job Incentives), Missouri Development Finance Board, and the Missouri Housing Development Corporation.

Programs thru the State of Missouri that offer incentives are in the areas of Business Development, Community Development, Infrastructure & Site Development, Project Specific Grants, and Redevelopment as follows:

Business Development:

- **BUILD** – High incentive; lot of investment; cost money if you don't perform.
- **Chapter 100 Sales Tax Exemption** – City Administrator, Gary Edwards commented that this is an issue that Council would vote on; Only relevant to industry; Issue bonds to purchase real estate or equipment; City retains ownership and the company would be on lease purchase plan and make payments to the City; There are property tax incentives and some sales tax savings but if a company would fail, the City would be responsible.
- **Enhanced Enterprise Zone** – Missouri Works new program; Local level nothing has changed; Structuring Enhanced Enterprise Zone and tiering it to 5 tiers; Effective August 1, 2013.
- **Industrial Development Bonds** – Can apply for bonds thru Industrial Development Authority; Gilmore & Bell's Bond Council can obtain lower interest rate and longer pay back periods.
- **Missouri Certified Sites Program** – Sedalia Showcase; Program Thompson Meadows Industrial Park; If site is not certified it can take a long time to develop; If site is certified, ready in minimum of 30 days to break ground.
- **Missouri Housing Development Commission** – Used at Commerce Building.
- **Missouri Quality Jobs Program** – Part of tier process.
- **Small Business Incubator Tax Credit**
- **Small Business Loan Program** - \$2 mill at 3% interest for 10 years; guidelines at State level to qualify for loans; Not retail.

Community Development:

- **Community Development Block Grant** – Most widely used; 80/20 match; different types; Used for infrastructure development, In-kind.
- **Neighborhood Assistance Program** – Used for demolition of structures; acquisition of property.

Infrastructure & Site Development:

- **Speculative Industrial Building Loan** – Cannot have a prospect going into building; loan program up to \$1 mill.

- **Water and Wastewater** – Relief incentives available.

Project Specific Grants:

- **MoDED Transportation Grants** – Available to manufacturing companies.
- **MoDOT Rail Grants** – Used for railroad crossing lights, etc.
- **MoDOT Trails Grants** – Used for development of roads, trails.

Redevelopment:

- **Brownfield Redevelopment Program** – Deals with sites that are environmentally challenged.
- **Chapter 353 Abatement** – 353 Corporation in place – Trust Building; assistance from State; blight issues.
- **Downtown Preservation**
- **Historic Preservation**
- **Local TIF**

Community Development Director Simmons stated that there are some local programs available that the State has involvement in and that would be brought to Council in closed-door session for them to decide if the City should be involved with. Programs available include:

- **Fee Waivers** – Company asks the City to inspect building but do not want to pay permit fee; Soft cost.
- **Tax Abatement** – Freeze taxes before improve property.
- **PILOT (payment in lieu of taxes)** – Sales tax pays for improvements.
- **Corporation Assistance** – Invest & get back.
- **Land Donation** – Improvement for City to own land; City can donate land.
- **Utility Extensions** – Company locates, City has not annexed land yet; bring utility lines to property.
- **Façade Grant** – Program in Downtown area; rebuild side of building to maintain facades; \$5,000 back for \$10,000 spent.

The goal is to be competitive and grow and to keep existing jobs while creating new ones.

With no further comments, the meeting closed at 7:06 p.m.

Respectfully submitted: Arlene Silvey, MRCC City Clerk

Sedalia Police Department
INTER-DEPARTMENTAL MEMORANDUM
Administrative Services Bureau

To : Mayor Elaine Horn
City Council Members

From : Susan Harrelson SH
Records Supervisor

Date : July 30, 2013

Ref : Request for Destruction of Records

Mayor Horn and Council Members,

The following is a list of items that have been verified for destruction by myself, Susan Harrelson, in accordance to the Missouri Municipal Records Manual. I am requesting approval for destruction of the following records:

Racial Profiling/Vehicle Stop Forms 2011
Incident cards from 2006 & 2007
Service Cards for vehicles 2008 – 2011
Duplicate Purchase Orders 2010 – 2011
Duplicate Fax Charges 2010 – 2011
Out dated blank Traffic Citations numbered 030914728-750,
030919051-075, 080125339-350, 041533947-950, 041532639-650,
080124430-450, 041534355-375, 102031413-425
Authorization to Tow Sheets 2008 - 2011

The following items have been microfilmed and verified by the Sedalia Police Department Records Division:

Case/Offense Reports 2007 & 2008
Accident Reports 2007 - 2008
Equipment/Property Damage or Loss Report 2003 – 2009
Employee Authorization for Leave Cards 2008 – 2010
Supervisors Report of Accident 2003 – 2009

This memorandum is respectfully submitted.

To: Gary Edwards
From: Bill Beck
Date: July 31, 2013
Subject: Sidewalk Project

We have solicited bids for Sidewalk Project; Grand Avenue from 16th Street to Broadway Boulevard. We received one bid from Charles R. Kollmeyer Construction, Pilot Grove, MO totaling \$97,870.00 for the base bid and \$17,850.00 for the bid alternate.

I would like to recommend we reject this bid and re-advertise the project.

The budget for this project is \$80,000 and I feel if we re-advertise, and allow more time for bid submission, we will receive more bids. We contacted some contractors who were interested in bidding the project and they all indicated they just did not have to prepare the bid in our time frame.

Thank you.

A handwritten signature in black ink, appearing to be 'BB' with a large flourish underneath.

Tabulation of Bids			
Sidewalk Project: Grand Avenue 16th to Broadway July 11, 2013 2:00 p.m. Mayor's Conference Room			
		Charles R. Kollmeyer Const. 13039 Millsford Dr. Pilot Grove, MO 65276	
Description	Unit	Unit Cost	Amount
BASE BID			
4" Sidewalk Remove & Replace	8600 SF	6.50	55,900.00
6" Sidewalk Remove & Replace (driveway crossings)	2300 SF	8.20	18,860.00
Tree Removal	4 Each	1,275.00	5,100.00
Truncated Domes	9 Each	362.00	3,258.00
Traffic Control	Lump Sum	6,427.00	6,427.00
Final Grading & Seeding	Lump Sum	8,325.00	8,325.00
TOTAL AMOUNT			\$97,870.00
BID ALTERNATE			
6" Driveway Approach Remove & Replace	SF	2,100	17,850.00
TOTAL AMOUNT			\$17,850.00
Addendum 1		Yes	
Anti-Collusion Statement		Yes	
Bid Bond		Yes	

To: Gary Edwards
From: Bill Beck
Date: June 25, 2013
Subject: Streetscape Phase IIIa Engineering

I would recommend that Council approve the contract with Engineering Surveys and Services for the Streetscape Phase IIIa Project. Total cost for engineering will be \$76,715.00.

The City requested proposals for this project and eight were received. Each proposal was scored and Engineering Surveys and Services received the highest average score. We have worked with this company on the past streetscape projects and were very satisfied with their work.

Thank you.

A handwritten signature in black ink, appearing to be 'BB' with a flourish underneath.

To: Gary Edwards
From: Bill Beck
Date: July 31, 2013
Subject: Mill and Overlay Project Change Order #1

I would like to recommend we approve Change Order #1 for the Mill and Overlay Project in the amount of \$59,141.10. This brings the total contract price to \$244,041.10.

This change order is for two changes in the contract with APAC. The first change was the addition of a 2" overlay for the streets in Crown Hill Cemetery totaling \$49,678.70. The second change was removing 3rd Street from the contract and adding Murray Avenue and Main Street for mill and 2" overlay totaling \$9,462.40. These additional costs were budgeted.

Thank you.

A handwritten signature in black ink, appearing to be 'BB', with a long horizontal stroke extending to the right.

CHANGE ORDER

SHEET NO. (1) OF 1

SEQUENCE NO.: Change Order #1 (FINAL)

TO APAC - Missouri Inc. CONTRACTOR

PROJECT NO.: 2013-08

YOU ARE HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGES FROM THE CONTRACT

1. DESCRIPTION AND REASON FOR CHANGE: (ATTACH SUPPLEMENTAL SHEETS IF REQUIRED)

Mill and Overlay of Various Streets

2. ESTIMATE OF COST OF WORK AFFECTED BY THIS CHANGE ORDER.

(A) EST. LINE NO.	(B) ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
	1	2" Milling of Asphalt - 3 rd Street: Limit to Park	10,000	0	-10,000	\$1.20		\$(12,000.00)
	2	2" Overlay - 3 rd Street: Limit to Park	1,300	0	-1,300	\$71.00		\$(92,300.00)
		2" Milling of Asphalt - Main Street: Dundee to Industrial	0	9,278		\$1.20	\$11,133.60	
		2" Overlay - Main Street: Dundee to Industrial	0	1,020.6		\$71.00	\$72,462.60	
		2" Milling of Asphalt - Murray: 12 th to 16 th	0	4,316		\$1.20	\$5,179.20	
		2" Overlay - Murray: 12 th to 16 th	0	474		\$71.00	\$33,654.00	
		2" Overlay - Various Cemetery Roads	0	699.7		\$71.00	\$49,678.70	
	3	2" Milling of Asphalt - Grand Broadway to 16 th	8,000	7,984	-16	\$1.20		\$(19.20)
	4	2" Overlay - Grand: Broadway to 16 th	1,000	878.2	-121.8	\$71.00		\$(8,647.80)
							\$172,108.10	\$(12,957.00)

3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:

1. CONTRACT AMOUNT		\$184,900.00
2. OVERRUN THIS ORDER (H-I)	\$59,141.10	
3. OVERRUN PREVIOUS (LINES 4 ON PREV. ORDERS)	\$0.00	
4. TOTAL OVERRUN TO DATE (2 + 3)		\$59,141.10
5. TOTAL (1 + 4)		\$244,041.10

4. COMMENTS:
Change of streets to be milled and overlaid. Addition of Cemetery Roads.

Jonathan L. Davis 7/23/13
CONTRACTOR'S SIGNATURE DATE

Devin Lake 7/22/2013
PROJECT ENGINEER SIGNATURE DATE



PERSONNEL DEPARTMENT

August 5, 2013

Mayor Mary Elaine Horn
Members of the City Council
Sedalia, Missouri

RE: Original Records Destruction

As per RSMo 109.250(4), City records that are on file in the Personnel Office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State's Office. The Personnel Office does hereby request that the City Council authorize the destruction of the following documents:

- General Applications (various positions – no positions available) – Retention 6 months from received date (February 2013)

- Rejected applications (position filled) – Retention 1 year:
 - Service Worker – Sanitation – 2010
 - Sanitation Superintendent – 2010
 - Lead Mechanic – Fleet Maintenance – 2010
 - Mechanic – Fleet Maintenance – 2010
 - Code Enforcement Officer – Com. Dev. – 2010
 - Sr. Eng. Tech – WPC – 2010
 - PT Seasonal Laborer – Cemetery – 2010
 - Equip. Operator – Cemetery – 4/2012
 - PT Seasonal Laborer – Cemetery – 3/2012
 - Service Worker – Sanitation – 2011
 - PT Seasonal Laborer – Street – 4/2012
 - PT Seasonal Laborer – Street – 5/2012
 - Equip. Operator – Street – 6/2012
 - Project Manager – WPC – 2010
 - Mechanic – Fleet Maintenance – 2010
 - Equip. Operator – PW – 2010
 - Collector – Finance – 2010
 - Housing Specialist – Com. Dev. – 2010
 - Firefighter – SFD – 2010
 - Personnel Director – Personnel – 2011
 - City Administrator – Admin – 2010
 - Service Worker – Sanitation – 8/2012
 - PT Seasonal Laborer – Cemetery – 2011
 - Equipment Operator – Cemetery – 5/2012
 - Seasonal Crew Foreman – Street – 5/2012

I hereby certify that the records described are no longer needed in the transaction of current business and no longer possess sufficient administrative, legal, historical or fiscal value to warrant further keeping.

Method of destruction will be by shredder.

Sincerely,

John L. Rice
Personnel Director

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND ENGINEERING SURVEYS AND SERVICES, LLC FOR PROFESSIONAL ENGINEERING SERVICES FOR THE PLANNING, DESIGN AND CONSTRUCTION INSPECTION OF THE DOWNTOWN STREETScape PHASE IIIa PROJECT.

WHEREAS, The City of Sedalia, Missouri has received a proposal from Engineering Surveys and Services, LLC.; and

WHEREAS, under the proposal, the City of Sedalia, Missouri, shall give the sum and amounts as follows:

- Design Services – Actual costs incurred plus a predetermined fixed fee of Six Thousand One Hundred Twenty-five Dollars and Sixty-four Cents (\$6,125.64) with a ceiling established in the amount of not to exceed Fifty-nine Thousand One Hundred Five Dollars (\$59,105.00); and
- Construction Inspection Services – Actual costs incurred plus a predetermined fixed fee of One Thousand Five Hundred Fifty-three Dollars and Forty-Seven Cents (\$1,553.47) with a ceiling established in the amount of not to exceed Seventeen Thousand Six Hundred Ten Dollars (\$17,610.00)

to Engineering Surveys & Services, LLC for professional engineering services for the planning, design and construction inspection of the construction of a Downtown Gateway feature, sidewalks, roadway, and utility improvements along Ohio Avenue from the intersection of Ohio Avenue and Seventh Street through funds made available by the Federal Highway Administration through its Surface Transportation Program coordinated through the Missouri Department of Transportation, Project Streetscape Phase IIIa: Gateway STP-5700(509), 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 Engineering Surveys and Services, LLC, 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 5th day of August 2013.

Presiding Officer of the Council

Approved by the Mayor of said City this 5th day of August 2013.

ATTEST:

Mary Elaine Horn, Mayor

Arlene Silvey, MRCC City Clerk

SPONSOR: City of Sedalia, Missouri

LOCATION: S. Ohio Street: 7th Street to Broadway (Hwy 50)

PROJECT: Streetscape Phase IIIa: Gateway STP-5700(509)

THIS CONTRACT is between the City of Sedalia, Missouri, hereinafter referred to as the "Local Agency", and Engineering Surveys and Services, LLC, 1775 West Main Street, Sedalia, Missouri, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its Surface Transportation Program, coordinated through the Missouri Department of Transportation, the Local Agency intends to construct the Downtown Gateway feature, sidewalks, roadway, and utility improvements along Ohio Avenue from the intersection of Ohio Avenue and Broadway Boulevard to and including the intersection of Ohio Avenue and 7th 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

See Attachment A.

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 Engineer: The Engineer 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 Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
---	---------------------------	--	---	--

N/A

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 November 30, 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 Engineer. Requests for extensions of time shall be made in writing by the Engineer, 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 \$6125.64, with a ceiling established for said design services in the amount of \$59,105.00, 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 \$1553.47, with a ceiling established for said inspection services in the amount of \$17,610.00, 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 45.74% 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 92.12% 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 Engineer 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 Engineer, within 45 days after the Local Agency's receipt of the Engineer'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:

Sub-Consultant Name	Address	Services
Timberlake Engineering	1100 East Walnut Street Columbia, Missouri 65201	Electrical Engineering
Ochsner Hare & Hare	1801 McGee, Suite 101 Kansas City, Missouri 64108	Gateway Coordination
Bob D Campbell and Company	4338 Belleview Kansas City, Missouri, 64111	Structural Shop Drawing Review

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 Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the

Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer 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 Engineer 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 Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer 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 Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Engineer 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 Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

(D) The Engineer 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 Engineer is deprived of the opportunity to complete the Engineer's services.

(E) Upon the occurrence of any of the following events, the Engineer 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 Engineer's original notice, the Engineer 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 Engineer 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 Engineer'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. Engineer 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 Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer 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 Engineer 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 Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Engineer's insurance coverage shall be for not less than the following limits of liability:

1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
2. Automobile Liability: \$500,000 per person up to \$3,000,000 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 Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer'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 - Scope of Service

Attachment B - Estimate of Cost

Attachment C - Breakdown of Overhead Rates

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

Attachment E - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Lower Tier Covered Transactions.

Attachment F - DBE Contract Provisions

Attachment G - Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this ____ day of _____, 2013.

Executed by the City this ____ day of _____, 2013.

FOR: City of Sedalia, Missouri

BY: _____
Gary Edwards, City Administrator

ATTEST: _____
City Clerk

FOR: Engineering Surveys and Services, LLC

BY: _____
Abby M. McMullin, Sedalia Office Manager

ATTEST: _____

I hereby certify under Section 50.660 RSMo there is either: (1) a balance 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.

Pam Burlingame, City of Sedalia Finance Director

ATTACHMENT A - SCOPE OF SERVICES

July 30, 2013

Streetscape Phase IIIa: Gateway Project STP-5700 (509)
City of Sedalia, Missouri

PROJECT DESCRIPTION:

The Streetscape Phase IIIa: Gateway Project STP-5700 (509) includes construction of: the Downtown Gateway feature, sidewalks, roadway, and utility improvements along Ohio Avenue from the intersection of Ohio Avenue and Broadway Boulevard to and including the intersection of Ohio Avenue and 7th Street.

TASK SUMMARY

The following is a summary of the tasks associated with the scope of services to be provided by Engineering Surveys and Services for this project:

- A. Concept Plans
- B. Preliminary Plans
- C. Rights-of-Way Plans
- D. Final Plans, Specifications, and Estimates
- E. Bid Phase Services
- F. Construction Phase Services
- G. Contract Closeout Services

The construction plans for the Downtown Gateway have been completed by Ochsner Hare & Hare. Very minor modifications to their plans are anticipated, as detailed in their scope (attached to this contract). Water line design is excluded from this scope, but coordination with water line design is anticipated. Sanitary main extensions are not anticipated, and are therefore not included in this scope.

DETAILED SCOPE OF WORK

TASK A. Concept Plans

1. Preliminary Site Visit
2. Attend Design Team Kickoff Meeting
3. Prepare Kickoff Meeting Minutes
4. Collect and review available data:
 - 4.1. City topographic surveys, aerial photo
 - 4.2. Existing Utility data

- 4.3. Property Ownership Information
- 4.4. Gateway Plans

- 5. Prepare Concept Plans
 - 5.1. Determine preliminary project limits using City topo
 - 5.2. Review Aesthetic Features
 - 5.3. Develop Concept Exhibit for Public Meeting
 - 5.4. ES&S Internal Review
 - 5.5. Present to Sedalia Public Works (SPW) Staff
 - 5.6. Address SPW Comments

- 6. Public Meeting
 - 6.1. Prepare exhibits for public meeting
 - 6.2. Attend meeting (1) with SPW staff to answer questions about project

TASK B. PRELIMINARY PLANS

- 7. Provide an engineering design survey of the proposed project limits. Including:
 - 7.1. General:
 - 7.1.1. Horizontal datum: State Plane Coordinate System expressed in U.S. survey feet
 - 7.1.2. Vertical datum: North American Vertical Datum of 1988 (NAVD 88)
 - 7.1.3. Property owner/tenant notification and communication
 - 7.2. Boundary:
 - 7.2.1. Show MoDOT rights-of-way for Broadway Boulevard
 - 7.2.2. Show street rights-of-way (Ohio Avenue, 7th Street, and alley)
 - 7.2.3. Label Property Owner names
 - 7.2.4. Label Deed Book and Page
 - 7.2.5. Label Lot number and subdivision name
 - 7.3. Procure up to date title information
 - 7.4. Engineering Design Survey
 - 7.4.1. Design survey within the project area
 - 7.4.2. Location of buildings, finished floor elevations, and features that may allow surface water to enter the building, such as coal chutes, window wells, and stair wells
 - 7.4.3. All storm sewer inlets, pipe size, material and flow lines
 - 7.4.4. Utilities, as marked by the Missouri One-Call system

- 8. Utility Coordination Meeting
 - 8.1. Prepare Concept Plan-Profile Drawings to be sent to Utility representatives as PDFs
 - 8.2. Attend DRC Meeting

9. Prepare 50% Preliminary Plans
 - 9.1. Environmental Clearances: SHPO, 404, Endangered Species, Floodplain
 - 9.2. Title Sheet
 - 9.3. Overall Plan View Sheet
 - 9.4. Plan-Profile Sheets
 - 9.5. Permanent Traffic Signage and Pavement Marking Plan
 - 9.6. Lighting and Electrical Plan (Timberlake Engineering)
 - 9.7. Gateway Plans (Ochsner Hare & Hare – already complete)
 - 9.8. MoDOT Standard Details
 - 9.9. Temporary Traffic Control per MUTCD standard details
 - 9.10. Erosion Control Drawings
 - 9.11. Field Review
 - 9.12. Utility Coordination
 - 9.13. Opinion of Probable Cost
 - 9.14. ES&S Internal Review
 - 9.15. Present to SPW Staff
 - 9.16. Address SPW Comments

TASK C. RIGHTS-OF-WAY PLANS

10. Easement Descriptions
 - 10.1. Property descriptions and display drawings for all needed permanent and temporary easements. The City will acquire the needed easements and ES&S will assist the City during negotiations with property owners in a role limited to answering property owner's technical questions about the project.
11. Prepare Rights-of-Way Plans
 - 11.1. Title Sheet
 - 11.2. Overall Plan View Sheet
 - 11.3. Parcel Tabulation
 - 11.4. Plan Profile
 - 11.5. ES&S Internal Review
 - 11.6. Present to SPW Staff
 - 11.7. Address SPW Comments
 - 11.8. Address MoDOT Comments

TASK D. FINAL PLANS, SPECS & ESTIMATES (PS&E)

12. Prepare 100% Final Plans
 - 12.1. Title Sheet

- 12.2. Overall Plan View Sheet
- 12.3. Plan Profile
- 12.4. Permanent Traffic Signage and Pavement Markings
- 12.5. Lighting and Electrical Plan
- 12.6. Gateway Plans
- 12.7. MoDOT & City of Sedalia Standard Details
- 12.8. Temporary Traffic Control per MUTCD standard details
- 12.9. Erosion Control Drawings
- 12.10. Utility Coordination
- 12.11. Opinion of Probable Cost
- 12.12. Final Project Manual/Specs
- 12.13. Field Review
- 12.14. ES&S Internal Review
- 12.15. Present to SPW Staff
- 12.16. Submit to MoDOT

- 12.17. Public Meeting
 - 12.17.1. Prepare exhibits for public meeting
 - 12.17.2. Attend meeting (1) with SPW staff to answer questions about project

TASK E. BID PHASE SERVICES

- 13. Hold Pre-Bid Conference
- 14. Respond to Questions/Prepare Addendums
- 15. The City will provide the administration of bid documents, including distribution of bid documents, maintaining a bidders list, collection of money and distribution of addenda

TASK F. CONSTRUCTION PHASE SERVICES

- 16. Attend Pre-Construction Meeting
- 17. Site Visits (40 hours total – All other site visits will be Additional Services)
- 18. Review Shop Drawings and Materials Certifications
- 19. Concrete (laboratory compressive strength test) and field density testing
- 20. City will provide all other Construction Phase Services with their own forces

TASK G. CONTRACT CLOSEOUT SERVICES

- 21. Attend semi-final inspection
- 22. Attend final inspection

ATTACHMENT B

ESTIMATE OF COST

DESIGN PHASE	<u>Hours</u>	<u>Rate (Salary Only)</u>	<u>Cost</u>
Task A - Concept Plans			
Firm Principal	6	\$ 46.40	\$ 278.40
Professional Engineer	22	\$ 40.38	\$ 888.36
Engineer	14	\$ 34.62	\$ 484.68
CAD Designer	18	\$ 18.61	\$ 334.98
Professional Surveyor	12	\$ 38.08	\$ 456.96
Task B - Preliminary Plans			
Firm Principal	4	\$ 46.40	\$ 185.60
Professional Engineer	68	\$ 40.38	\$ 2,745.84
Engineer	16	\$ 34.62	\$ 553.92
CAD Designer	126	\$ 18.61	\$ 2,344.86
Professional Surveyor	12	\$ 38.08	\$ 456.96
Survey Field Crew	60	\$ 30.46	\$ 1,827.60
Task C - Right-of-Way Plans			
Firm Principal	2	\$ 46.40	\$ 92.80
Professional Engineer	8	\$ 40.38	\$ 323.04
Engineer	4	\$ 34.62	\$ 138.48
CAD Designer	40	\$ 18.61	\$ 744.40
Professional Surveyor	32	\$ 38.08	\$ 1,218.56
Task D - Final PS&E			
Firm Principal	8	\$ 46.40	\$ 371.20
Professional Engineer	56	\$ 40.38	\$ 2,261.28
Engineer	16	\$ 34.62	\$ 553.92
CAD Designer	24	\$ 18.61	\$ 446.64
Task E - Bid Phase Services			
Professional Engineer	12	\$ 40.38	\$ 484.56
Engineer	6	\$ 34.62	\$ 207.72
SUBTOTAL	<u>566</u>		<u>\$ 17,400.76</u>
<i>Payroll Overhead (Est. at</i>	<u>45.74</u>	% X SUBTOTAL)	<u>\$ 7,959.11</u>
General and Admin. Overhead (Est. at	<u>92.12</u>	% X SUBTOTAL)	<u>\$ 16,029.58</u>
TOTAL LABOR & OVERHEAD			<u>\$ 41,389.45</u>
<i>Fixed Fee</i>	<u>14.8</u>	% X TOTAL LABOR & OVERHEAD)	<u>\$ 6,125.64</u>

TOTAL LABOR, OVERHEAD & FIXED FEE \$ 47,515.09

Other Direct Costs

GPS/Total Station	\$ 850.00
Computer Time	\$ 1,750.00
Printing	\$ 339.91

*Subcontract Pass-Through Costs (Identify by Name **indicates DBE firm(s))*

Gateway Coordination - Ochsner Hare & Hare	\$ 2,150.00
Lighting and Electrical Design - Timberlake Engineering	\$ 6,500.00

SUBTOTAL DIRECT COSTS \$ 11,589.91

TOTAL FOR DESIGN PHASE \$ 59,105.00

CONSTRUCTION PHASE

	Hours	Rate (Salary Only)	Cost
Task F - Construction Phase Services			
Materials Technician	80	\$ 18.89	\$ 1,511.20
Professional Engineer	57	\$ 40.38	\$ 2,301.66
Engineer	4	\$ 34.62	\$ 138.48
Task G - Contract Closeout Services			
Professional Engineer	8	\$ 40.38	\$ 323.04
Engineer	4	\$ 34.62	\$ 138.48
SUBTOTAL	153		\$ 4,412.86

Payroll Overhead (Est. at 45.74 % X SUBTOTAL) \$ 2,018.44

General and Admin. Overhead (Est. at 92.12 % X SUBTOTAL) \$ 4,065.13

TOTAL LABOR & OVERHEAD \$ 10,496.43

Fixed Fee 14.8 % X TOTAL LABOR & OVERHEAD) \$ 1,553.47

TOTAL LABOR, OVERHEAD & FIXED FEE \$ 12,049.90

Other Direct Costs

Printing	\$ 110.10
----------	-----------

*Subcontract Pass-Through Costs (Identify by Name **indicates DBE firm(s))*

Gateway Coordination - Ochsner Hare & Hare	\$ 2,700.00
Lighting and Electrical Coordination - Timberlake Engineering	\$ 2,000.00
Structural Shop Drawing Review - Bob D Campbell & Co.	\$ 750.00

SUBTOTAL DIRECT COSTS \$ 5,560.10

TOTAL FOR CONSTRUCTION PHASE \$ 17,610.00



1100 E. Walnut St.
Columbia, MO 65201
(573) 875-4365
(573) 442-0445 Fax

Timberlake Engineering

July 22, 2013

Ms. Abby McMullin
Engineering Surveys and Services
1775 W. Main St.
Sedalia, MO 65301

Reference: Sedalia Streetscape Project Lighting Design

Dear Abby,

As you requested, we submit the following proposal to provide the following services on this project.

Project General Description

Project description:

- Street lighting design for Streetscape Project on S. Ohio Avenue, between Hwy. 50 and E. 7th St.

Engineering Scope:

Design Development and Construction Documents, to pertinent codes and regulations:

- Design of site / exterior lighting for street, to include lighting layout, fixture selection, power to fixtures, to support the scope as indicated.
- Coordination with local utilities to connect power to the designed system

Assumptions and exclusions:

- Project and Site utilities plan will be provided to us in AutoCAD format, showing project scope and location of existing utilities
- Deliverables are plans as described above, one set hard copy and/or digital
- Specifications for work covered by our design, one hard copy and/or digital, on 8 ½ x 11 sheets.
- Excludes jobsite visits and other meetings, except as required to develop our design documents

Engineering services fee: \$8,500

Sincerely,

Mark Timberlake,
Professional Engineer

DESIGN SERVICES AGREEMENT

PROJECT DESCRIPTION

Design services by Ochsner Hare & Hare, L.L.C. (OHH) for Engineering Survey & Services, L.L.C. (Client) for the City of Sedalia, Missouri Ohio Street Streetscape Phase 3A project near the intersection of Broadway and Ohio Avenue in Sedalia, Missouri.

SCOPE OF SERVICES

Task 1 – Design Development

Services: OHH will review the existing site conditions within the site survey and proposed street alignment for the project provided by the Client. OHH will locate previously designed downtown gateway for City of Sedalia into the base file checking for conflicts with curbs, utilities and existing structures. OHH will provide the Client with review comments.

OHH will use survey and proposed street alignment base information to assemble a base map for locating the downtown gateway. The Client shall be responsible for obtaining the necessary site survey, base files and the associated costs. OHH will provide location of the downtown gateway to Client for their use. OHH will revise location of the downtown gateway structure per comments from the Client and City of Sedalia.

This Task includes: No Meetings

Work Products: Gateway Base File, and Memorandums (As Needed)

Task 2 – Construction Documents

Services: Based on the approved downtown gateway location developed in Task 1 above, OHH will update the layout plan of the previously completed Downtown Gateway Construction Document Plans developed for the City of Sedalia.

OHH will coordinate with the Client and other design team members for location of utilities adjacent to the Downtown Gateway. OHH will review electrical and lighting plans coordinating services and locations required to supply circuiting to the downtown gateway. OHH will not provide circuiting plans or revisions to lighting design shown within the existing Downtown Gateway Construction Document Plans.

OHH will provide review of the roadway design plans provided by the Client. OHH will only provide review of the plans for coordination of the downtown gateway placement within the roadway design.

OHH will provide the Client with one (1) electronic PDF check set of the previously completed Downtown Gateway Construction Document Plans for incorporating into the overall Construction Documents for the roadway project for City and Client review. OHH will provide

one (1) signed and sealed plan set of the Final Downtown Gateway Construction Document Plans for bidding and construction. Construction Documents will be formatted to 24" x 36" sheets.

OHH has only included revisions to the layout plan within the previously completed Downtown Gateway Construction Document Plans. Revisions to the downtown gateway structure due to conflicts with utilities, increases in width, changes in materials, and other necessary revisions are not included and shall be considered additional services.

The Client shall be responsible for all submittals and city coordination. OHH shall provide plans to the Client for submittal to the City. Design changes from the Client after the approval of the Final Downtown Gateway Construction Document Plans are not included and shall be considered additional services.

This Task includes: No Meetings

Work Products: Downtown Gateway Construction Plans, and Memorandums (As Needed)

OHH has not included landscape, irrigation, hardscape, storm, sanitary, electric, gas, and water improvement plans. Preparation of a color rendered plan of the downtown gateway and perspective sketches are not included and will be considered additional services.

Task 3 – Construction Administration

Services: OHH will provide bidding assistance including answering contractor questions submitted through Client and providing clarifications to the Downtown Gateway Construction Documents prepared by OHH. OHH will review bids and perspective contractor lists for construction of the downtown gateway.

OHH will review Shop Drawings and Submittals from Contractors for conformance to the Downtown Gateway Construction Documents including steel structure, lights, brick, cast stone and limestone. Structural shop drawing and submittal review of gateway has not been included within this scope. Basic services includes up to two (2) reviews of each shop drawing, product data item, sample and similar submittal by the contractor. Submittal reviews beyond this number will be billed to and paid for by the submitting contractor prior to commencing review.

OHH will review and submit necessary RFI's, and ASI's for conformance to the Downtown Gateway Construction Documents and work completed. All information shall be submitted to OHH through the Client.

OHH shall observe construction pertaining to the Downtown Gateway Construction Documents listed in this proposal. OHH will make one (1) site visit during construction to review the progress of the construction of the downtown gateway. The site visit will be coordinated with the Client. Additional visits to the site for development or review of punch list items are not included.

No site visits by the Structural Engineer have been included in this scope.

This Task includes: One (1) Construction Observation Site Visit.

Work Products: Clarification Documents (As Needed), Construction Observation Site Reports

Task 4 – Additional Meetings, Coordination, Revisions and Assistance

Services: OHH will provide, coordination, assistance, revisions, cost estimates and/or attend additional meetings with the Client, the Client's consultants, or others as requested by the Client, not listed in the tasks above.

Work Products: As Needed

ADDITIONAL SERVICES

OHH, at the request of the Client, may perform additional services related to the project, outside the specific scope as described in this proposal, including but not limited to: Additional meetings, coordination, and revisions not detailed in the above tasks. OHH may perform other additional services related to the project as mutually agreed by the Client and OHH prior to performance of the services.

BASE INFORMATION

The Client will provide the following base information for the project, in ACAD v. 2011 format, to OHH prior to the performance of services by OHH. It is the responsibility of the Client to provide to OHH in a timely manner any updates or revisions regarding base information previously provided to OHH. Base information will include:

- Existing and proposed street rights-of-way
- Existing and proposed street curbs, sidewalks, and driveways
- Existing and proposed easements
- Existing and proposed utilities
- Existing and proposed signage
- Existing and proposed topography (proposed finish grade at one-foot contour interval)
- Locations of any floodplain or wetlands
- Location of any existing vegetation
- Location of any environmental hazards
- Location and elevation of below ground structures

FEES AND EXPENSES

OHH will provide the scope of services noted above on an hourly basis toward the following estimated fees. If the nature of the scope of services changes or if these fees require increase,

OHH will notify the Client of the revised scope and/or estimated fee before proceeding with further work.

HOURLY RATES

Principal	\$ 185.00/hr
Director of Design	\$ 150.00 – 175.00/hr
Sr. Planner /Sr. Project Manager	\$ 100.00 - 165.00/hr
Project Manager/Asst. Project Manager	\$ 80.00 - 100.00/hr
Planner/Landscape Designer	\$ 55.00 - 80.00/hr
Planning/Landscape Design Technician	\$ 45.00 - 55.00/hr
Administrative Staff	\$ 50.00 - 60.00/hr

Scope of Service Fees by Task

<i>Task</i>	<i>Estimated Fee</i>
Task 1 – Design Development	\$ 650.00
Task 2 – Construction Documents	\$ 1,500.00
Task 3 – Construction Administration	\$ 2,200.00
Task 4 – Additional Meetings, Coordination, Revisions and Assistance	<u>Hourly as requested</u>
<i>Total Estimated Fee (excluding Task 4, reimbursable expenses and additional services)</i>	\$ 4,350.00

ADDITIONAL SERVICES FEES

Additional services performed by OHH will be provided on a basis mutually agreed to by the Client and OHH prior to performance of the services.

REIMBURSIBLE EXPENSES

Expenses incurred in performance of contract services for items including but not limited to printing, duplication, long-distance telephone/telefax, photographic supplies and processing, graphic materials, travel, and delivery will be billed as reimbursable expenses in addition to our service fees at direct cost plus ten percent. Mileage will be billed at the current IRS-approved rate.

Total Estimated Reimbursable Expenses

\$500.00

BILLING

Service fees and reimbursable expenses will be billed to the Client monthly by OHH. Payment is due upon receipt of invoice. The Client agrees to provide payment to OHH within thirty (30) days of the invoice date and that payment is not dependent on the success or failure of the project, project approvals or non-approvals, or project feasibility. Payment not received by OHH within thirty (30) days of the invoice date is considered past due. Past due balances will be charged simple interest at the rate of 1% per month based upon the original invoice amount. OHH may suspend performance of services on the project until the account is paid.

THIRD PARTY PROVISION

This agreement in no way creates a contractual relationship with a third party. OHH's services are performed solely for Client's benefit.

OHH's work products including but not limited to all finished and unfinished documents, reports, drawings, data, studies, graphic materials, maps, digital files, regulations and plans are solely for Client's use and forbids any other party to rely on such documents unless OHH provides written permission to do so.

PROJECT SITE SAFETY

OHH is not responsible for site safety, or the means, methods, sequences and operations of construction.

PROJECT COORDINATION

The Client is contracting directly with multiple consulting firms:

- Timberlake Engineering – (consulting firm #1)
- Bob D Campbell Engineering – (consulting firm #2)

OHH has no responsibility for any portion of the project designed or managed by other consultants hired directly by the Client. OHH is not required to check or verify any other consultants' designs, construction documents or reports. OHH is entitled to rely on the

accuracy and completeness of those documents and reports as well as the compliance of all such documents with all applicable laws, codes, statutes, ordinances and regulations.

The Client agrees to the fullest extent permitted by law to indemnify OHH and hold OHH harmless from any damages, liabilities or costs, including defense costs, arising out of or connected in any way with the services performed by other consultants engaged directly by the Client.

The Client agrees to require all other consultants engaged by the Client to coordinate their construction documents or reports with OHH, to promptly report any conflicts or inconsistencies to OHH, and to cooperate fully with OHH in the resolution of those conflicts or inconsistencies.

DELAYS BY OTHERS

OHH is not responsible for delays caused by others and by requiring equitable adjustment in compensation and schedule if the project is delayed due to the actions of others. OHH is not responsible for damages arising directly or indirectly from any delays or causes beyond its control. Such causes for delay include, but are not limited to:

- Failure of performance by the client or the client's contractors and consultants
- Failure of any third party, such as a government agency, to act in a timely manner
- Discovery of any hazardous substances or differing site conditions
- Strikes or other labor disputes
- Severe weather disruptions or other natural disasters
- Fires, riots, war or other emergencies or acts of God

INFORMATION

OHH is entitled to use and rely on information supplied by others, including The Client and its consultants and contractors, and The Client bears the resulting risk of any faulty information. The Client and its contractors and consultants will furnish, at their expense, all information, requirements, reports, data, surveys and instructions required by OHH to complete OHH's responsibilities under this agreement. OHH has the right to use such information, requirements, reports, data, surveys and instructions in performing its services and OHH is entitled to rely upon the accuracy and completeness of such information. All contractors are required to provide written notice of any deviations from contract requirements to OHH.

TERMINATION

OHH or the Client may terminate this Agreement at any time by written notice. If the Agreement is terminated by either OHH or the Client, the Client will pay OHH for services provided and expenses incurred by OHH up to the time notice is either sent by OHH or received by OHH.

LIMITATION OF LIABILITY

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of OHH and OHH's officers, employees, agents and OHH's sub consultants, and any of them to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of OHH or OHH's officers, employees, agents or OHH's sub consultants or any of them, shall not exceed the total compensation received by OHH, under this Agreement.

APPROVAL AND ACCEPTANCE

Upon review of the foregoing terms, this proposal for services is approved and accepted by Engineering Survey & Services, L.L.C. (Client) and Ochsner Hare & Hare, L.L.C. (OHH) as confirmed by the signatures below.

ACCEPTED:

Ochsner Hare & Hare, L.L.C.

By: [Signature]
Its [Manager]/[Authorized Representative]

Ralph H. Ochsner
Chief Executive Officer

Date: 7/23/2013

ACCEPTED:

Engineering Survey & Services, L.L.C.

By: [Signature]
Its [Manager]/[Authorized Representative]

Name: ABBY M. McMULLIN
Title: SEDALIA OFFICE MANAGER

Date: 07/30/2013

STRUCTURAL ENGINEERING AGREEMENT BETWEEN CLIENT AND ENGINEER

CLIENT

Engineering Surveys and Services
Attn: Abby McMullin
1775 West Main Street
Sedalia, MO 65301

ENGINEER

Bob D. Campbell and Co., Inc.
4338 Belleview
Kansas City, MO 64111

PROJECT - Sedalia Streetscape Gateway construction administration services.

The undersigned Engineer agrees to furnish professional structural Engineering services as described per item "B" within this agreement.

Note: The Engineer shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and problems in connection with the work, since these are solely the contractor's responsibility under the contract for construction. The Engineer shall not be responsible for the contractor's schedules or failure to carry out the work in accordance with the contract documents. The Engineer shall not have control over or charge of acts or omissions of the contractor, subcontractors or their agents or employees, or of any other persons performing portions of the work.

FEE - The fee is to be hourly, with a guaranteed maximum fee of Seven Hundred Fifty Dollars (\$750.00), payable as work progresses and in accordance with monthly invoices.

An additional fee of \$150.00 per hour shall be payable for all field trips requested by the Client in excess of trips.

Our current standard hourly rate schedule is:

Table with 2 columns: Job Title and Hourly Rate. Rows include Principal (\$150.00), Registered Engineer (\$140.00), Staff Engineer (\$115.00), Technician (\$100.00), CADD Drafter (\$95.00), and Clerical (\$50.00).

GENERAL CONDITIONS OF AGREEMENT

- A. RELATIONSHIP OF ENGINEER TO CLIENT - The relationship of Engineer to Client shall be that of engineering consultant under independent contract.
B. ENGINEER'S SERVICES - Engineer's professional services shall include:
1. Checking of structural shop drawings and details.
2. Responding to contractor's RFI's.
C. REIMBURSABLE EXPENSES - The Engineer will be reimbursed for all printing costs, handling of documents, out of town travel, and long distance telephone charges used in connection with the project.
D. TERMINATION - The Client or Engineer may terminate this agreement for reasons identified elsewhere in this agreement or for other reasons which may arise. In the event such termination becomes necessary, the party effecting termination shall so notify the other party and termination will become effective 14 calendar days after receipt of termination notice. Irrespective of which party shall effect termination or the cause therefor, the Client shall, within 30 calendar days of termination, remunerate the Engineer for

services rendered and costs incurred in accordance with the Engineer's prevailing fee schedule and expense reimbursement policy.

- E. **LENDERS' REQUIREMENTS** - The Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Consultant, increase the Consultant's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.
- F. **BILLING AND PAYMENT** - The Client recognizes time is of the essence with respect to payment of the Engineer's invoices, and timely payment is a material part of the consideration of this agreement. The Client shall pay the Engineer for services performed in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth herein. Invoices will be submitted by the Engineer from time to time, but no more frequently than every two weeks, and shall be due and payable within ten (10) calendar days of the Client's receipt of payment from the owner. If the Client objects to all or any portion of an invoice, the Client shall notify the Engineer within 14 calendar days of the invoice date, identify the cause of disagreement and pay when due that portion of the invoice, if any, not in dispute. The Client shall pay an additional charge of 1 percent of the invoiced amount per month for any payment received by the Engineer more than ten (10) calendar days from the Client's receipt of payment from the owner, excepting any portion of the invoiced amount in dispute and resolved in favor of the Client. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Payment of invoices is in no case subject to unilateral discounting or setoffs by the Client. Application of the percentage rate indicated above as a consequence of the Client's late payments does not constitute any willingness on the Engineer's part to finance the Client's operation, and no such willingness should be inferred. If the Client fails to pay undisputed invoiced amounts within ten (10) calendar days of the receipt of payment from the owner, the Engineer may at any time, without waiving any other claim against the Client and without thereby incurring any liability to the Client, suspend this agreement until payment is restored to current basis or terminate the agreement as provided for in section G of this agreement.

Unless otherwise provided above, the general conditions shown on this agreement are specifically incorporated herein and made a part hereof, and all work herein undertaken is subject thereto.

ACCEPTED BY (CLIENT)

BY

Alfred J. McMillin

TITLE

SEDALIA OFFICE MANAGER

DATE

JULY 23, 2013

ACCEPTED BY: (ENGINEER)

BY

Michael J. Falbe

TITLE

Michael J. Falbe, P.E.
President

DATE

July 23, 2013

ATTACHMENT C
ENGINEERING SURVEYS AND SERVICES
OVERHEAD SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2011

DESCRIPTION	% of Direct Labor
DIRECT LABOR	
INDIRECT COSTS	
FRINGE BENEFITS	
Benefits - vacation and sick	9.68%
Benefits - 401k	4.12%
Benefits - Health Savings Account	0.64%
Insurance - medical	18.47%
Insurance - worker's comp	1.98%
Payroll Taxes	10.85%
TOTAL FRINGE BENEFITS	<u>45.74%</u>
GENERAL OVERHEAD	
Accounting	1.98%
Depreciation	9.90%
Dues, Subs & Memberships	2.20%
Equipment Rental	0.24%
Indirect Labor Cost (Unbillable time)	32.42%
Insurance-Other	0.01%
Insurance-General Liability	2.24%
Insurance-Professional Liability	3.38%
Insurance-Vehicles	1.39%
Lab Expendibles	1.54%
Survey Expendibles	0.42%
Legal & Consulting Fees	2.77%
Licenses-Professional	0.04%
Licenses-Vehicles	0.03%
Licenses-Other	0.18%
Maintenance and Repairs - Survey Equipment	0.41%
Maintenance and Repairs-Building	1.47%
Maintenance and Repairs-Lab Equipment	2.20%
Maintenance and Repairs-Vehicle	0.65%
Maintenance and Repairs-Office Equipment	0.06%
Meetings-MSPS-Registration Fees	0.00%
Postage and Delivery	1.16%
Professional Development	0.09%
Rent	3.52%
Supplies-Equip & Software	1.08%
Supplies-Miscellaneous Office	1.64%
Taxes-Personal Property	0.34%
Taxes-Real Estate	1.98%
Taxes-Use Tax	0.06%
Telephone-Internet	0.17%
Telephone-Other	1.55%
Travel-Lodging & Misc.	0.09%
Utilities-Electric/Gas	2.94%
Utilities-Security Alarm	0.07%
Utilities-Trash/Waste	0.06%
Utilities-Water	0.08%
Vehicle Gas	7.32%
TOTAL GENERAL OVERHEAD	<u>85.67%</u>
Facilities Capital Cost of Money (FCCM)	6.45%
Percent of Direct Labor	<u><u>137.85%</u></u>

ATTACHMENT D

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 E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed 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 with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. 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>.
8. 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 normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 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 with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment F
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.
2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.
3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.
4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:
 - A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.
 - B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.
 - C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.
 - D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.
5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE

Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:
 - A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.
 - B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.
 - C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.
 - D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.
 - E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).
 - F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.
 - G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.
 - H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

- I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.
8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that the following good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

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

Firm Name (Consultant): Engineering Surveys and Services

Project Owner (LPA): City of Sedalia

Project Name: Streetscape Phase IIIa: Gateway

Project Number: STP-5700 (509)

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

Consultant

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND DONELSON CONSTRUCTION CO., LLC FOR A MODIFIED AGGREGATE QUICK SET (MAQS) SURFACING SYSTEM.

WHEREAS, The City of Sedalia, Missouri, received a sole source bid from Donelson Construction Co., LLC which was approved by the City Council at their June 17, 2013 Council Meeting.; and

WHEREAS, under the bid, the City of Sedalia, Missouri, shall give the sum and amount of Two Hundred Thirty-six Thousand Three Hundred Sixty-three Dollars and Four Cents (\$236,363.04) to Donelson Construction Co., LLC for a modified aggregate quick set (MAQS) surfacing system contained in Project No. 2013-09, dated July 5, 2013 as described in the proposed agreement attached as Exhibit A and incorporated by reference as though the proposed agreement were set forth herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri, and Donelson Construction Co., LLC in substantively the same form and content as the agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 5th day of August 2013.

Presiding Officer of the Council

Approved by the Mayor of said City this 5th day of August 2013.

ATTEST:

Mary Elaine Horn, Mayor

Arlene Silvey, MRCC City Clerk

To: Gary Edwards
From: Bill Beck
Date: July 30, 2013
Subject: Donelson Construction Co., LLC Contract Approval

I would like to recommend we approve the contract with Donelson Construction Co., LLC for \$236,363.04. The bid for the project was approved at the June 17th council meeting. Since this was a sole source purchase we did not have the contract included with the bid at that time.

Thank you.

A handwritten signature in black ink, appearing to be 'BB' with a long horizontal stroke extending to the right.

CITY OF
SEDALIA, MISSOURI

NOTICE TO CONTRACTORS

PROPOSAL, CONTRACT, BOND, AND GENERAL CONDITIONS

FOR

**DONELSON CONSTRUCTION CO, LLC
MODIFIED AGGREGATE QUICK SET (MAQS) SURFACING SYSTEM
SOLE SOURCE PROJECT**

PROJECT NO. 2013-09

JULY 5, 2013

BIDDER: Donelson Construction Co., LLC

ADDRESS: 1075 Wise Hill Road Clever, MO
65031

TELEPHONE NUMBER: 417-743-2694

DATE: 7/15/13

PROPOSAL

TO THE CITY OF SEDALIA, MISSOURI:

Pursuant to and in compliance with the Notice to Contractors and having examined the plans and specifications with related documents and the site(s) of the proposed work, the undersigned contractor proposes and agrees, if this proposal is accepted, to furnish all labor, materials, tools, supplies, equipment and supervision and to do all other work necessary for the **DONELSON CONSTRUCTION CO. LLC MODIFIED AGGREGATE QUICK SET (MAQS) SURFACING SYSTEM SOLE SOURCE PROJECT**, Project 2013-09, dated July 5, 2013, as noted in these contract documents for the following price(s):

TOTAL AMOUNT OF BID: \$ 236,363,.04

The undersigned agrees, if this proposal is accepted, to complete the work within a period of 30 calendar days from the date of the Notice to Proceed.

NAME OF CONTRACTOR: Donelson Construction Co., LLC

BY: Michael J. Donelson

TITLE: Member

ADDRESS: 1075 Wise Hill Road Clever, MO

DATE: 7/15/13

CONTRACT AGREEMENT

STATE OF MISSOURI
COUNTY OF PETTIS

THIS AGREEMENT AND INDENTURE MADE AND ENTERED INTO THIS, the 15 day of July, 2013 by and between the CITY OF SEDALIA, MISSOURI.

Party of the first part, termed in this agreement and the Contract Documents as the "CITY", and Donelson Construction Co., LLC Party of the second part, termed in this agreement and the Contract Documents as the "CONTRACTOR".

WITNESSETH:

THAT, WHEREAS, the City has heretofore caused to be prepared certain contract documents for furnishing material, personnel and performing work therein fully described, and the Contractor did, on the 15 day of July, 2013 file with the City a copy of said contract documents together with his offer and proposal to furnish said material and perform said work at the terms therein fully stated and set forth; and,

WHEREAS, the said contract documents accurately and fully described the terms and conditions upon which the contractor is willing to furnish the materials, personnel and perform the work called for by the said contract documents and in the manner and time of furnishing and performing same,

IT IS, THEREFORE, AGREED:

1. That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described; and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed for the **DONELSON CONSTRUCTION CO. LLC MODIFIED AGGREGATE QUICK SET (MAQS) SURFACING SYSTEM SOLE SOURCE PROJECT, Project 2013-09, dated July 5, 2013**
2. The Contract Documents hereto annexed are made a part of this agreement and contract as fully and absolutely as if herein set out.
3. That the wages paid under this contract shall be not less than the prevailing rate of wages as determined by the Missouri State Division of Labor Standards.
4. This contract is executed in four (4) copies.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year in this agreement first above written.

ATTEST:

Arlene Selvey MRCC
City Clerk

CITY OF SEDALIA, MISSOURI
(Party of the first part)

BY: [Signature]
Gary Edwards
City Administrator

SEAL

(If a corporation)

ATTEST: [Signature]
Secretary

SIGNATURE OF CONTRACTOR
(Party of the second part)

CONTRACTOR:

(CORPORATE SEAL)

BY: Michael J. Donelson
(Name & Title)

(If an individual or partnership)

CONTRACTOR: Donelson Construction Co., LLC

BY: Michael J. Donelson, Member
(Name & Title)

STATE OF Missouri

COUNTY OF Christian

On this 15th day of July, 2013 before me personally appeared Michael J. Donelson to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Christian Co., MO, the day and year first above written.

Dana E. Meffer
Notary Public

My Commission Expires:

8/23/2013

AFFIDAVIT

COMPLIANCE WITH THE WORK AUTHORIZATION LAW
(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employee, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

Before me, the undersigned Notary Public, in and for the County of Christian, State of Missouri, personally came and appeared Michael J. Donelson
(Name)

Member, of the Donelson Construction Co., LLC
(Position) (Name of the Company)

(a corporation) ~~(a partnership)~~ ~~(a proprietorship)~~ and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 285.530 (2) Missouri Revised Statutes, have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements.

Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and CITY of Sedalia.

Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

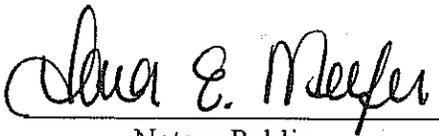
DONELSON CONSTRUCTION CO. LLC MODIFIED AGGREGATE QUICK SET (MAQS) SURFACING SYSTEM SOLE SOURCE PROJECT, Project 2013-09, dated July 5, 2013 located at in Sedalia, Pettis County, Missouri, and completed on the 15th day of JULY, 2013.



(Signature)

Subscribed and sworn to me this 15th day of July, 2013.

My Commission expires: 8/23/2013



Notary Public

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

- (1) A valid, completed copy of the first page identifying the Contractor; and
- (2) A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security – Verification Division.

WAGE RATE STIPULATIONS:

- A. The BID, CONTRACT, and BONDS shall be based upon the required payment by the Contractor and his subcontractors of not less than the prevailing hourly rate of wages, including the prevailing rate for legal holidays and overtime work, for each craft or type of workman required to execute the contract, as determined now or hereafter by the Missouri Division of Labor Standards on behalf of the Department of Labor and Industrial Relations.
- B. The Contractor and each subcontractor shall comply with all requirements of the prevailing wage law of the State of Missouri, Sections 290.210 through 290.340 RSMo 1959, as amended 1987.
- C. The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all workmen employed, together with actual wages paid to each workman. At all reasonable hours, such records shall be open to inspection by representatives of the City of Sedalia and the Missouri Division of Labor Standards.
- D. The Contractor shall forfeit as a penalty to the City, ten dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under this contract, by him or any subcontractor under him.
- E. A facsimile of Form PW 1000 of the Missouri Division of Labor Standards is included in the LABOR-RELATED REGULATIONS.

WAGE RATE DETERMINATIONS:

The State of Missouri wage rate determinations are published hereafter.

AFFIDAVIT

COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of Christian, State of Missouri, personally came and appeared Michael J. Donelson
(Name)

Member, of the Donelson Construction Co., LLC,
(Position) (Name of the Company)

(a corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination No. 20 issued by the Division of Labor Standards on the 28th day of June, 2013, in carrying out the contract and work in connection with

_____ located at _____ in
(Name of Project) (Name of Institution)

_____ County, Missouri, and completed on the _____ day of _____, 2013.

(Signature)

Subscribed and sworn to me this 15th day of July, 2013.

My Commission expires: _____

Notary Public

**City of Sedalia
Department Bills 8-5-2013**

Vendor Name	Invoice Number	Amount
511-Praxair Distribution Inc	46628177	\$ 17.46
Ag Co-Op Services Inc	22530	\$ 1,695.00
Ag Co-Op Services Inc	22540	\$ 2,432.25
Al Scheppers Motor Co Inc	101967	\$ 606.64
Al's Portable Welding	3123	\$ 450.00
Al's Portable Welding	3153	\$ 25.00
Al's Portable Welding	3136	\$ 49.00
Al's Portable Welding	3152	\$ 437.60
Andrew Burt	0813	\$ 35.00
Anne Gardner	0713	\$ 453.45
Apac-Missouri Inc	9000192943	\$ 624.81
Apac-Missouri Inc	9000197007	\$ 656.09
Apac-Missouri Inc	9000197172	\$ 15,205.96
Apac-Missouri Inc	9000198229	\$ 408.66
Apac-Missouri Inc	9000198245	\$ 300.24
Apac-Missouri Inc	9000198619	\$ 42.46
Apac-Missouri Inc	9000198791	\$ 56.84
Apac-Missouri Inc	9000198800	\$ 57.17
Apac-Missouri Inc	9000198975	\$ 527.51
Ascent Aviation Group	198055	\$ 27,939.10
Ascent Aviation Group	196925	\$ 25,138.52
Ascent Aviation Group, Inc.	M106541	\$ 57.19
Associated Door Co	33397	\$ 443.25
AT & T	0713B	\$ 41.87
AT & T	0713C	\$ 170.23
Auto Glass Express	77086	\$ 275.00
Auto Glass Express	77087	\$ 40.00
Auto Glass Express	77106	\$ 345.00
Auto Glass Express	77210	\$ 171.00
Bell Plumbing Supply Inc	151300	\$ 9.91
Benitz Service Co	036754	\$ 126.50
Bill Greer Motors Inc	0713	\$ 29.67
Bings West	371	\$ 50.00
Blue Springs Winwater Co	043220	\$ 720.00
Bob'S Plumbing	08517	\$ 15.00
Boone Quarries	93060	\$ 65.74
Boone Quarries	93627	\$ 49.63
Boone Quarries	94505	\$ 252.42
Bothwell Regional Health Ctr	0713	\$ 170.00
Brandy's Paper Goods & More	741041	\$ 42.14
Browfield Oil Co	101298	\$ 24,395.79
Bryant Motor Co	125131	\$ 42.66
Caterpillar Financial	15284751	\$ 12,713.14
Central Communications Inc	378308	\$ 1,980.00
Champion Brands LLC	444584	\$ 763.05

Champion Brands LLC	445241	\$	610.46
Champion Brands LLC	74309	\$	(20.00)
Charter Communications	0713-11	\$	244.58
Charter Communications	0713-12A	\$	101.99
Charter Communications	0713-12C	\$	64.48
Charter Communications	0713-14	\$	94.99
Charter Communications	0713-MUNI	\$	119.99
Charter Communications	0713A-13	\$	72.01
Charter Communications	0813-12B	\$	33.99
Charter Communications	0813-12D	\$	27.82
Cintas Corp #379	379825516	\$	589.35
Cintas Corp #379	379826661	\$	584.28
Cintas Corp #379	379827797	\$	530.28
City Safe & Lock Service	072176	\$	3.50
City Safe & Lock Service	072178	\$	33.75
Clark's Tool & Equipment	146660	\$	466.55
Clark's Tool & Equipment	146674	\$	45.80
Clark's Tool & Equipment	146844	\$	259.95
Clark's Tool & Equipment	147103	\$	43.10
Commenco Inc.	411390	\$	367.50
Conrad Fire Equipment Inc	484946	\$	474.05
Cooperative Workshops Inc	43182	\$	5,000.00
Craig Plumbing	64996	\$	115.00
Crossroads Building Company	0713	\$	5,000.00
Custom Communications	130720	\$	45.00
D C Battery Inc	067409	\$	108.00
D C Battery Inc	067418	\$	92.00
Daniel Shaw	0713	\$	918.00
Devin Lake	0813	\$	50.00
Dir Of Rev/Credit State Rd Fnd	6050D130710011	\$	100.00
Div Of Employment Security State Of Missouri	42298	\$	804.17
Dugan's Paint And Floorcovering	0200791	\$	44.99
Dustin Connell	0713	\$	64.73
Eagle Capital Corporation	1294	\$	4,679.92
Eagle Capital Corporation	1406	\$	661.36
Eagle Capital Corporation	1408	\$	1,326.64
Eagle Capital Corporation	1412	\$	684.88
Eagle Capital Corporation	1413	\$	3,374.56
Economic Development	449	\$	10.00
Ed M Feld Equip Co Inc.	0246010	\$	2,149.00
Empire	0713-12	\$	144.32
Empire	0713-12A	\$	46.46
Empire	0713-14F	\$	54.19
Empire	0713-14H	\$	39.59
Empire	0713-15	\$	48.18
Empire	0713-20	\$	30.15
Empire	07-13-61M	\$	38.73
Empire	0713-13	\$	111.15
Empire	0713-17A	\$	20.71

Empire	0713-18	\$	193.69
Empire	0713-19A	\$	31.87
Empire	0713-19B	\$	29.29
Empire	0713-61	\$	482.16
Empire	0713-61A	\$	116.87
Empire	0713-61B	\$	25.00
Empire	0713-61L	\$	26.72
Empire	0713-61N	\$	46.46
Engineering Surveys & Services	ESS053313	\$	3,083.00
Engineering Surveys & Services	ESS053420	\$	61.00
Engineering Surveys & Services	ESS053437	\$	23.00
Environmental Products & Acc Llc	209429	\$	102.30
Environmental Resource Assoc.	690837	\$	523.72
Esther Schultz	0813	\$	35.00
Fastenal Company	MOSED139342	\$	29.88
Fastenal Company	MOSED139511	\$	32.21
Fastenal Company	MOSED139534	\$	30.60
Fastenal Company	MOSED139553	\$	68.29
Fedex	2-340-87723	\$	49.03
Fischer Concrete Service Inc	9234	\$	493.09
Fischer Concrete Service Inc	9236	\$	696.12
Fischer Concrete Service Inc	9424	\$	609.11
Fischer Concrete Service Inc	9425	\$	290.05
Fisher Scientific	8707679	\$	152.35
Foley Industries	1315131	\$	178.45
Foley Industries	1325263	\$	284.81
Foley Industries	1325264	\$	96.80
Gier Oil Company	57453	\$	24,857.44
Gw Van Keppel Co	C84731	\$	145.58
Hank's Portable Toilets & Septic Tank Clean	834	\$	170.00
Haulotte Construction Services	0713	\$	8,600.00
Hillyard - Columbia	600759775	\$	17.44
Hillyard - Columbia	600759806	\$	268.39
IBT Inc.	6104436	\$	17.80
IBT Inc.	6099560	\$	305.11
I-Land Internet Services	1568920	\$	59.95
I-Land Internet Services	1568921	\$	3.99
Iron Mountain Trap Rock C	335404	\$	641.29
Iron Mountain Trap Rock C	335423	\$	640.38
Iron Mountain Trap Rock C	336459	\$	619.06
Iron Mountain Trap Rock C	336937	\$	615.81
Iron Mountain Trap Rock C	337189	\$	622.44
Iron Mountain Trap Rock C	337351	\$	309.66
Iron Mountain Trap Rock C	337881	\$	928.85
Iron Mountain Trap Rock C	338247	\$	629.85
Iron Mountain Trap Rock C	338580	\$	308.62
Iron Mountain Trap Rock C	339982	\$	1,258.27
J & A Traffic Products	17303	\$	318.00
J & R Engineering	30061	\$	1,297.86

J & R Engineering	30062	\$	675.36
Jamie Bethel	0813	\$	27.00
JCI Industries Inc	8071764	\$	2,133.07
Jeff Luebbering	5870	\$	175.00
John Deere Financial	1955976	\$	19.21
John Evans	0813	\$	35.00
John Simmons	0713A	\$	92.50
John Simmons	0813	\$	45.00
KCP&L	0813-14I	\$	17.19
KCP&L	0813-14N	\$	34.38
KCP&L	0713-05	\$	202.12
KCP&L	0713-12	\$	835.32
KCP&L	0713-14	\$	17.19
KCP&L	0713-14A	\$	17.19
KCP&L	0713-14C	\$	162.36
KCP&L	0713-14D	\$	127.41
KCP&L	0713-14E	\$	60.98
KCP&L	0713-14F	\$	354.57
KCP&L	0713-14G	\$	17.19
KCP&L	0713-14H	\$	960.72
KCP&L	0713-14K	\$	17.26
KCP&L	0713-14M	\$	17.19
KCP&L	0713-14P	\$	33.30
KCP&L	0713-14Q	\$	32.38
KCP&L	0713-14R	\$	33.67
KCP&L	0713-14S	\$	33.40
KCP&L	0713-14T	\$	33.52
KCP&L	0713-15	\$	507.33
KCP&L	0713-17	\$	27.23
KCP&L	0713-18	\$	922.28
KCP&L	0713-20	\$	1,000.14
KCP&L	0713-24	\$	24.42
KCP&L	0713-24A	\$	22.01
KCP&L	0713-24C	\$	101.44
KCP&L	0713-61M	\$	401.38
KCP&L	0713-COMP	\$	764.69
KCP&L	0713-Muni Building	\$	3,623.02
KCP&L	0813-61C	\$	1,632.43
KCP&L	0713-11	\$	22.66
KCP&L	0713-11A	\$	27.60
KCP&L	0713-11B	\$	772.98
KCP&L	0713-11C	\$	145.09
KCP&L	0713-11D	\$	35.96
KCP&L	0713-11E	\$	17.99
KCP&L	0713-11F	\$	17.19
KCP&L	0713-12A	\$	585.45
KCP&L	0713-13	\$	620.34
KCP&L	0713-17A	\$	229.99
KCP&L	0713-19A	\$	162.70

KCP&L	0713-61	\$	3,487.36
KCP&L	0713-61A	\$	10,275.95
KCP&L	0713-61B	\$	998.84
KCP&L	0713-61D	\$	67.80
KCP&L	0713-61G	\$	143.84
KCP&L	0713-61H	\$	17.19
KCP&L	0713-61J	\$	135.49
KCP&L	0713-61K	\$	18.66
KCP&L	0713-61L	\$	93.52
KCP&L	0713-61N	\$	444.39
KCP&L	0713-61Q	\$	56.25
KCP&L	0713-61Y	\$	63.18
KCP&L	0713-SL	\$	34,434.27
Kenneth Schlesselman	0713	\$	22.00
Key Equipment & Supply Co.	223042	\$	59.39
Key Hydraulics	13-28443	\$	129.54
Key Hydraulics	13-28465	\$	52.56
Key Hydraulics	13-28487	\$	74.59
Key Hydraulics	13-28490	\$	70.03
Key Hydraulics	13-28557	\$	65.14
Key Hydraulics	13-28603	\$	209.45
Kirk Martin	0713	\$	191.89
Klein's Saw Shop & Small Engines	0713	\$	263.00
Language Line Services	3191834	\$	10.81
Lea's Truck Service Llc	5719	\$	75.00
Lee Mathews Equipment Inc	5291890	\$	401.32
Leon Uniform Co Inc	293219-01	\$	144.33
Leon Uniform Co Inc	293659	\$	207.61
Lowe's Companies Inc.	06055	\$	45.55
Lowe's Companies Inc.	06203	\$	56.94
Lowe's Companies Inc.	06681	\$	11.31
Lowe's Companies Inc.	08472	\$	18.01
Lowe's Companies Inc.	25133	\$	70.38
Lowe's Companies Inc.	25526	\$	9.34
Lowe's Companies Inc.	25558	\$	5.43
Lowe's Companies Inc.	25772	\$	21.80
Lowe's Companies Inc.	25791	\$	72.16
Lowe's Companies Inc.	25797	\$	71.18
Lowe's Companies Inc.	25814	\$	37.40
Lowe's Companies Inc.	25824	\$	46.16
Lowe's Companies Inc.	27838	\$	31.12
Lowe's Companies Inc.	28082	\$	42.17
Lowe's Companies Inc.	28252	\$	36.70
Lowe's Companies Inc.	28700	\$	17.07
M & M Engraving Corp	5078	\$	174.00
Main Street Logo	211487	\$	346.00
Main Street Logo	211501	\$	48.00
Mark Dawson	0713	\$	20.00
Mark's Mobile Glass Inc	085340	\$	240.00

MCI	0713A	\$	387.06
Menards - Sedalia	27289	\$	67.94
Menards - Sedalia	27392	\$	54.96
Midland Printing Company	48919	\$	48.18
Midwest Laboratories Inc	685465A	\$	0.62
Midwest Laboratories Inc	688583	\$	312.63
Mission Communications	40021292	\$	3,906.00
Missouri Department of Corrections	3988	\$	1,432.25
Missouri Department of Revenue	38027	\$	35.00
Missouri Dept Of Nat Resources	0713	\$	300.00
Missouri Municipal League	200003491	\$	150.00
Missouri Municipal League	200003492	\$	150.00
Missouri Municipal League	200003494	\$	150.00
Missouri Municipal League	200003495	\$	150.00
Missouri Municipal League	200003496-A	\$	370.00
Missouri Municipal League	200003496-B	\$	370.00
Missouri Municipal League	200003496-C	\$	385.00
Missouri Municipal League	200003496-D	\$	370.00
Missouri Municipal League	200003496-E	\$	370.00
Missouri Municipal League	200003496-F	\$	370.00
Missouri Municipal League	200003496-G	\$	470.00
Missouri Municipal League	200003496-H	\$	370.00
Missouri Municipal League	200003496-I	\$	395.00
Missouri Municipal League	300001042	\$	75.00
Missouri Police Chiefs Assoc	0713	\$	25.00
Missouri Police Chiefs Assoc	0713A	\$	75.00
Missouri Police Chiefs Assoc	0713B	\$	25.00
Missouri Police Chiefs Assoc	0713C	\$	25.00
Missouri State Highway Patrol	0713	\$	270.00
Missouri State Highway Patrol	0713A	\$	170.00
Missouri Typewriter Of Warrensburg Inc	38713	\$	84.99
Mitchell1	IB15728247	\$	195.27
Monte Richardson	0713	\$	25.00
Moperm	A-13080	\$	2,119.00
MoSAC	SRA-JE-87-2013	\$	225.00
Motion Industries Inc	504758	\$	20.66
Motorola Solutions	41183366	\$	900.00
MSHP CJ Tech Fund	812HP431021901	\$	1,620.00
MTC Of Warrensburg Inc	38713	\$	84.99
MWEA	0713	\$	90.00
Oats Inc	0713	\$	7,500.00
O'Reilly Automotive Inc.	0114-188794	\$	16.14
O'Reilly Automotive Inc.	0247-241166	\$	2.31
O'Reilly Automotive Inc.	184206	\$	(10.00)
O'Reilly Automotive Inc.	185496	\$	38.93
O'Reilly Automotive Inc.	186756	\$	143.43
O'Reilly Automotive Inc.	186873	\$	89.27
O'Reilly Automotive Inc.	186895	\$	(30.00)
O'Reilly Automotive Inc.	188299	\$	11.49

O'Reilly Automotive Inc.	189092	\$	16.09
O'Reilly Automotive Inc.	190605	\$	52.46
O'Reilly Automotive Inc.	190669	\$	44.69
Orschelns Convenience Card	7687	\$	39.99
Otten Small Engine Service	114181	\$	40.00
Otten Small Engine Service	114635	\$	87.81
Otten Small Engine Service	114352	\$	141.75
Otten Small Engine Service	114448	\$	37.99
Otten Small Engine Service	115131	\$	188.74
Otten Small Engine Service	115423	\$	127.43
Pettis County Recorder of Deeds	47070	\$	33.00
Pettis County Recorder of Deeds	47415	\$	54.00
Pettis County Recorder of Deeds	47639	\$	27.00
Pettis County Recorder of Deeds	47639A	\$	27.00
Pettis County Recorder of Deeds	47713	\$	54.00
Printlynx	101507	\$	41.56
Public Safety Center Inc	5433940	\$	91.00
Quicksilver Water	695905	\$	7.00
Quicksilver Water	696896	\$	48.25
Quicksilver Water	697286	\$	25.00
Quicksilver Water	697552	\$	67.75
Quicksilver Water	692510	\$	13.75
Quicksilver Water	692511	\$	27.25
Rac-Jac Properties	0030200	\$	25.00
Rac-Jac Properties	0713	\$	16.50
Rick Ball Ford - Sedalia	130956	\$	26.98
Robert Rollings Architects LLC	671	\$	18,173.89
Schriefer's Office Equip Inc	237048	\$	1,100.00
Sedalia Animal Shelter	0813	\$	2,400.00
Sedalia Electric Motors Inc	6427	\$	100.00
Sedalia News-Journal	0713	\$	32.00
Sedalia Rental & Supply	144274	\$	198.00
Sedalia Rental & Supply	144839	\$	86.40
Sedalia Rental & Supply	145599	\$	90.00
Sedalia Retail Llc	0713	\$	11,053.77
Sedalia Shrine Club	120	\$	989.79
Sedalia/Pettis Co Dev Co	0813	\$	10,000.00
Sherwin Williams Co	0050-3	\$	484.25
SMC Electric Supply	60182973	\$	84.67
SMC Electric Supply	60183550	\$	19.20
SMC Electric Supply	60183555	\$	67.40
SMC Electric Supply	60181032-00	\$	200.60
SMC Electric Supply	60182977-00	\$	19.60
SMC Electric Supply	60183330-00	\$	99.95
Smith Paper & Janitor Supply	555113	\$	27.50
Smith Paper & Janitor Supply	555113-1	\$	83.13
Smith Paper & Janitor Supply	555933	\$	86.00
Smith Paper & Janitor Supply	556556	\$	94.60
Smith Paper & Janitor Supply	555170-1	\$	122.38

Smith Paper & Janitor Supply	556636	\$	75.61
Smith Signs	7338	\$	25.00
Smith Signs	7347	\$	90.00
Snap-On Industrial	20270906	\$	492.62
Sonequity Pest Management	105713	\$	52.00
Sonequity Pest Management	105771	\$	43.00
Sonequity Pest Management	106125	\$	70.00
Southeastern Emergency Equipment	483937	\$	201.00
Staples Business Advantage	3203807820	\$	2.49
Staples Business Advantage	3203807821	\$	174.34
Staples Business Advantage	3203807823	\$	(6.99)
Staples Business Advantage	3203807824	\$	12.79
Staples Business Advantage	3204553127	\$	13.99
Staples Business Advantage	3204990742	\$	64.61
Staples Business Advantage	3204990746	\$	59.78
Staples Business Advantage	3203807825	\$	159.20
Staples Business Advantage	3204553128	\$	1.49
Staples Business Advantage	3204553129	\$	131.88
Staples Business Advantage	3204553130	\$	27.40
Staples Business Advantage	3204990744	\$	132.98
Staples Business Advantage	3204990745	\$	979.96
State Fair Towing	12571	\$	35.00
State Fair Towing	12873	\$	35.00
State Fair Towing	12937	\$	35.00
State Fair Towing	12938	\$	35.00
Stephen Galliher	0713A	\$	14.80
Tallman Company	S126396-00	\$	11.93
The Hotsy Equipment Company	47743	\$	562.26
The Police And Sheriffs Press	48469	\$	12.46
The Sedalia Area Chamber Of Commerce	101	\$	16.00
The Ups Store	6436	\$	24.50
Thompson Hills Animal Clinic	13978	\$	57.85
Tim's Tree Service Llc	3288	\$	750.00
Tim's Tree Service Llc	3293	\$	600.00
Tim's Tree Service Llc	3294	\$	450.00
Tim's Tree Service Llc	3295	\$	475.00
Tim's Tree Service Llc	3301	\$	275.00
Tim's Tree Service Llc	3302	\$	200.00
Tim's Tree Service Llc	3303	\$	1,300.00
Tire Centers Llc	6500129085	\$	65.10
Tire Centers Llc	6500129392	\$	117.10
Tire Centers Llc	6500129913	\$	21.50
Trans-Central Suppliers Inc	0218183	\$	113.22
Trans-Central Suppliers Inc	0218197	\$	528.02
Trans-Central Suppliers Inc	0218198	\$	420.59
Trans-Central Suppliers Inc	0218232	\$	96.76
Trans-Central Suppliers Inc	0218276	\$	58.92
Trans-Central Suppliers Inc	0218294	\$	70.24
Trans-Central Suppliers Inc	0218316	\$	730.72

Trans-Central Suppliers Inc	0218401	\$	52.78
Trans-Central Suppliers Inc	0218424	\$	184.54
Trans-Central Suppliers Inc	0218483	\$	385.73
Trans-Central Suppliers Inc	0218484	\$	53.65
United Rotary Brush Corp	CI144254	\$	238.64
United Rotary Brush Corp	CI144324	\$	424.82
United Rotary Brush Corp	CI144512	\$	105.82
University Of Mo Health Care	EC2811	\$	150.50
University Of Mo Health Care	EC2816	\$	3.50
Usa Bluebook	012549	\$	415.01
Usa Bluebook	998324	\$	346.41
Usps-Hasler	0713	\$	2,000.00
Vance Bros. Inc-Kansas City	2296	\$	1,187.50
Vance Bros. Inc-Kansas City	2297	\$	2,702.50
Vance Bros. Inc-Kansas City	2298	\$	2,810.00
Vance Bros. Inc-Kansas City	2299	\$	2,727.50
Vance Bros. Inc-Kansas City	2303	\$	651.45
Vance Bros. Inc-Kansas City	2307	\$	2,732.50
Vance Bros. Inc-Kansas City	2312	\$	2,490.00
Vance Bros. Inc-Kansas City	2314	\$	2,720.00
Vance Bros. Inc-Kansas City	2315	\$	2,495.00
Vance Bros. Inc-Kansas City	2317	\$	2,750.00
Vance Bros. Inc-Kansas City	2318	\$	2,477.50
Vance Bros. Inc-Kansas City	2319	\$	2,490.00
Vance Bros. Inc-Kansas City	2321	\$	2,737.50
Vance Bros. Inc-Kansas City	2325	\$	2,502.50
Vance Bros. Inc-Kansas City	2326	\$	2,507.50
Vance Bros. Inc-Kansas City	2327	\$	1,987.50
Vance Bros. Inc-Kansas City	2328	\$	2,502.50
Vance Bros. Inc-Kansas City	2331	\$	2,737.50
Vance Bros. Inc-Kansas City	2333	\$	2,750.00
Vance Bros. Inc-Kansas City	2334	\$	2,507.50
Vance Bros. Inc-Kansas City	2335	\$	2,507.50
Vance Bros. Inc-Kansas City	2337	\$	1,017.50
Vance Bros. Inc-Kansas City	2338	\$	2,140.00
Vance Bros. Inc-Kansas City	2339	\$	2,702.50
Vance Bros. Inc-Kansas City	2340	\$	2,780.00
Vance Bros. Inc-Kansas City	2344	\$	2,780.00
Vance Bros. Inc-Kansas City	2357	\$	2,502.50
Vance Bros. Inc-Kansas City	2358	\$	2,702.50
Vance Bros. Inc-Kansas City	2359	\$	2,775.00
Vance Bros. Inc-Kansas City	2360	\$	1,017.50
Verizon Wireless	9708478655	\$	2,835.41
Viebrock Sales LLC	341	\$	259.50
VIEVU	6434	\$	1,057.95
Vulcan Inc	238386	\$	67.00
Walmart Community/GECRB	00393	\$	24.88
Walmart Community/GECRB	0100	\$	57.08
Walmart Community/GECRB	05000	\$	205.03

Walmart Community/GECRB	06715	\$	35.98
Walmart Community/GECRB	06755	\$	21.68
Walmart Community/GECRB	07895	\$	19.90
Walmart Community/GECRB	08466	\$	99.99
Walmart Community/GECRB	08506	\$	9.20
Walmart Community/GECRB	09485	\$	24.94
Walmart Community/GECRB	09736	\$	120.05
Walmart Community/GECRB	0977	\$	42.16
West Group	827555225	\$	312.39
Westwood Equipment	8438	\$	353.00
Whiteman Air Force Ball Fund	0713A	\$	70.00
Woods Super Market	117	\$	6.99
Woods Super Market	28A	\$	6.84
Woods Super Market	28B	\$	50.74
Woods Super Market	55	\$	5.94
Woods Super Market	70	\$	20.69
Zach Morales	0713	\$	123.73
Zee Medical Inc	0021398982	\$	60.47
Zee Medical Inc	0021398983	\$	65.24
Total Invoices To Be Paid		\$	<u>435,578.67</u>