



PRE-COUNCIL MEETING

Mayor's Conference Room
Municipal Building
Monday, January 7, 2013
6:15 p.m.

MAYOR: MARY ELAINE HORN

MAYOR PRO-TEM: STEPHEN GALLIHER

Work Session – 6:15 p.m.

1. Presentation – Scott Joplin Foundation: Annual Report
2. Presentation – Policemen's Retirement Board

Committee Meetings – Immediately following work session

PUBLIC SAFETY COMMITTEE Police and Fire	Rebecca LaStrada, Chair Bob Cross, Vice Chair
1. Review Bids for (4) Police Vehicles.	
PUBLIC WORKS COMMITTEE Public Works, Water Pollution Control, Community Development, Water, Parks, Airport, Cemeteries and Community Center	Wiley Walter, Chair Tolbert Rowe, Vice Chair
<ol style="list-style-type: none"> 1. Review Bids for 2012 Washington Avenue Bridge Improvements Project and Review Ordinance approving and accepting an agreement by and between the City of Sedalia, Missouri and L.F. Krupp Construction, Inc. for the 2012 Washington Avenue Bridge Improvements Project. 2. Review Ordinance amending Section 7.8 (Vehicle Use) of the City of Sedalia's Personnel Regulations Manual by adding the position of Airport Director to employee positions allowed to utilize a City vehicle to and from work. 	
FINANCE/ADMINISTRATION COMMITTEE Administrative, Library and Hospital	Kenneth Norton, Chair Wanda Monsees, Vice Chair
<ol style="list-style-type: none"> 1. Review sole source purchase of firewalls, licensing and support from Midwest Computech as follows: \$19,475 for replacement of existing firewalls at Street & Alley, West Fire Station, Central Fire Station and Municipal Building; \$5,159.79 for addition of a firewall appliance at Sedalia Regional Airport and installation of wireless access at the Municipal Building and Sedalia Regional Airport. 	



Click on any agenda item to view the related documentation

CITY COUNCIL MEETING AGENDA

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

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

A. SERVICE AWARDS

1. Robert Lawson – Lab Technician – Water Pollution Control Department – 25 years of service
2. Cheryl Layton – Records Tech – Police Department – 20 years of service
3. Kenneth Oswald – Sr. Equipment Operator – Street Department – 15 years of service
4. Loretta Nye – Records Tech – Police Department – 15 years of service
5. Jack Hazell – Building Services Worker – Building Maintenance – 5 years of service

B. SPECIAL AWARDS

1. Retirement – Leslie Bullard – Vehicle Maintenance – 32 years of service
2. 2012 Christmas Light Contest Winners
 1. 1st Place – Linda Cruzan – 1200 S Marvin
 2. 2nd Place – George Bain III – 2701 Station Ave
 3. 3rd Place – Yvonne Lappat – 646 E 10th
 4. Honorable Mention – Mike & Betty Bartlett – 307 E Jackson

I. MINUTES

1. Pre-Council Meeting December 17, 2012
2. Regular Council Meeting December 17, 2012

II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES

III. ROLL CALL OF STANDING COMMITTEES

A. PUBLIC SAFETY – Councilmember Rebecca LaStrada

1. Award bid for (4) Police Vehicles

B. PUBLIC WORKS – Councilmember Wiley Walter

1. Award bid for 2012 Washington Avenue Bridge Improvements Project

C. FINANCE / ADMINISTRATION – Councilmember Kenneth Norton

1. Approve sole source purchase of firewalls, licensing and support from Midwest Computech as follows: \$19,475 for replacement of existing firewalls at Street & Alley, West Fire Station, Central Fire Station and Municipal Building; \$5,159.79 for addition of a firewall appliance at Sedalia Regional Airport and installation of wireless access at the Municipal Building and Sedalia Regional Airport.

IV. NEW BUSINESS

A. ORDINANCES AND RESOLUTIONS

- Approving and accepting an agreement by and between the City of Sedalia, Missouri and L.F. Krupp Construction, Inc. for the 2012 Washington Avenue Bridge Improvements Project
- Amending Section 7.8 (Vehicle Use) of the City of Sedalia's Personnel Regulations Manual by adding the position of Airport Director to employee positions allowed to utilize a city vehicle to and from work

Click on any agenda item to view the related documentation

B. APPOINTMENTS

C. LIQUOR LICENSES

Renewals:

- *Austin Craddock dba Bandana's Bar-B-Q, 2909 W Broadway, 5% Beer/Wine, \$75
- *Tom Munson dba Best Western State Fair Inn, 3120 S Limit, Liquor by Drink, \$450
- *Richard K Wertz dba State Fair Spirits, 1419 S Limit, Packaged Liquor, \$150
- *Carolyn Green dba Child Safe of Central Missouri Inc, 102 E 10th, Picnic License, \$37.50

D. APPROVAL OF DEPARTMENT BILLS

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

F. GOOD AND WELFARE

G. ADJOURN



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, January 7, 2013

Public Safety Committee

1. Review the bids for four police vehicles. A request for bids was solicited regarding the purchase of 4 police cars. This number is composed of 2 Dodge Chargers and two Ford Interceptors. A total of 7 bids were received. The low bid for the Ford Interceptors was from Rick Ball Ford in Sedalia with a bid price of \$23,933 per vehicle. Total price for the two is \$47,866. The low bid for the Dodge Chargers is from Capital Dodge in Jefferson City with a bid price of \$24,826 per vehicle. This bid was only \$147 per unit under the \$24,973 bid from Bryant Motors. The Police Department recommendation is to accept the Bryant Motors bid for a total price of \$49,946. Bryant Motors is a Sedalia based business that has also maintained our warranty work in a timely manner. Staff believes the City will benefit from the local purchase, while the total extra is \$294 (\$147 X 2).

Public Works Committee

1. Review bids for 2012 Washington Avenue Viaduct Improvements Project and Review Ordinance approving and accepting an agreement by and between the City of Sedalia, Missouri and L.F. Krupp Construction, Inc. for the 2012 Washington Avenue Viaduct Improvements project. Based on the reference reviews and previous track records for successful completion of projects similar in scope to that of the Sedalia project, Olsson Associates and city staff recommend that the City of Sedalia award the Washington Avenue Viaduct project base bid to Krupp Construction in the amount of \$1,144,064.

2. Review an ordinance amending Section 7.8 (vehicle use) of the City of Sedalia's Personnel Regulations Manual by adding the position of Airport Director to employee positions allowed to utilize a city vehicle to and from work. The Airport director lives within the Sedalia city limits. On occasion he may be called to the airport after hours to assist with airport and fueling business. The vehicle will not be utilized for personal use.

Finance/Administration Committee

1. Review sole source purchase of firewalls, licensing support from Midwest Computech as follows: \$19,475 for replacement of existing firewalls at Street and Alley, West Fire Station, Central Fire Station and Municipal Building. \$5,159.79 for addition of a firewall appliance at Sedalia Regional Airport and installation of wireless access at the Municipal Building and Sedalia Regional Airport. The city has an ongoing expense in maintaining its firewall. This is an aspect of city government, that if not maintained, could present extensive long-term expenses for the city. As with any other computer, the firewall appliances eventually get to the point where they need to be replaced. There also are ongoing licensing and support subscriptions that must be renewed annually.



CITY OF SEDALIA, MISSOURI
PRE-COUNCIL MEETING – DECEMBER 17, 2012

WORK SESSION

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

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

Presentation – Humane Society regarding Animal Shelter

Becky Hardesty, President of The Animal Shelter Board, shared information about the Sedalia Animal Shelter. In 1981 the animal shelter was opened, at which time the City paid \$1,233.00/month. Since 1999 the City has paid \$2,400.00/month. The board of directors is all voluntary, and the Sedalia Animal Shelter currently has a staff of 4. The original building had 16 dog runs and 8 cat cages; in 2000 31 cages for the cats were added (paid 50/50 by City and Animal Shelter Board) and in 2003 the building was expanded adding 14 kennels for dogs (paid for completely by the Animal Shelter Board). The Animal Shelter building is no longer big enough and is always at full capacity for animals. It is becoming increasingly hard to run the shelter due to: shelter size (needs updating); Missouri State Laws have changed creating a hardship (euthanasia has to be done by a veterinarian, all animals adopted must be spayed/neutered, and all animals must have a rabies shot before leaving the animal shelter) costing \$2,000.00/month for veterinarian services; and Operating costs have increased. The Animal Shelter has \$42,000 in the bank and receives \$2,400.00/month from the City, however, the Animal Shelter loses \$2,000.00/month and without an increase in funds the City will have to take over the Animal Shelter in 1 - 1 ½ years. The Animal Shelter Board would like to work with the City to develop a plan to save the Animal Shelter and to consider adding to the money the City gives to the Animal Shelter.

Councilman Cross inquired about having a no kill shelter. Ms. Hardesty stated that a much larger shelter would be needed and is probably not an obtainable goal.

Ms. Hardesty stated that there are 3 plans for expansion being looked at with Septagon Construction Co. City Administrator, Gary Edwards, stated that the deadline is January 1, 2013 and a meeting will be held with the City on January 8, 2013 to discuss dollar amounts and plans. Mr. Edwards stated that the City is in the budget process and will look at the Animal Shelter's operating expenses in January.

COMMITTEE MEETING

Public Safety Committee – Councilman LaStrada presented the following recommendation:

- Quote for sole source purchase of (2) DP3 MDVR Car Video Camera Systems for the Sedalia Police Department from Digital Safety Technologies in the amount of \$6,996.00 was moved to full Council on motion by Norton, seconded by Galliher. All in favor.

Public Works Committee – Councilman Walter presented the following recommendations:

- Ordinance granting a rezoning application by James T. Buckley, Attorney-At-Law, representing JD & Sharon Johnson and Michael L. & Michelle O. Johnson, owners of property located at 900 Griffith Avenue, also known as Wilson Trailer Park, in the City of Sedalia, Missouri was moved to full Council on motion by Norton, seconded by LaStrada. All in favor.
- Ordinance approving an assignment of the option and lease agreement by and between the City of Sedalia, Missouri and Xcell Towers, LLC to Xcell Towers II, LLC was moved to full Council on motion by Monsees, seconded by Norton. All in favor.

Finance/Administration Committee – Councilman Norton presented the following recommendation:

- Approval of extension of annual audit by Gerding, Korte and Chitwood for the City of Sedalia (cost of audit next year will be \$16,000.00 for the City which represents an approximate \$700.00 increase) was moved to full Council on motion by Galliher, seconded by Rowe. All in favor.

City Administrator, Gary Edwards, wished everyone a Merry Christmas and Happy New Year.

With no further comments, the meeting closed at 6:50 p.m.
Respectfully submitted: Arlene Silvey, MRCC City Clerk



CITY OF SEDALIA, MISSOURI
COUNCIL MEETING – DECEMBER 17, 2012

The Council of the City of Sedalia, Missouri duly met on Monday, December 17, 2012, at 7:00 p.m. at the Municipal Building with Mayor Mary Elaine Horn presiding. Mayor Horn called the meeting to order and asked for a quiet moment of meditation followed by the Pledge of Allegiance led by Councilman Norton.

ROLL CALL:

Stephen Galliher	Present	Wiley Walter	Present
Jo Lynn Turley	Present	Bob Cross	Present
Rebecca LaStrada	Present	Tolbert Rowe	Present
Wanda Monsees	Present	Kenneth Norton	Present

SPECIAL AWARDS: None.

MINUTES:

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

- Pre-Council Meeting December 3, 2012
- Regular Council Meeting December 3, 2012
- Special Council Meeting December 5, 2012

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:

Accepted the minutes of the Citizen's Traffic Advisory Commission dated November 14, 2012 on motion by Norton, seconded by Galliher. All in favor.

ROLL CALL OF STANDING COMMITTEES:

PUBLIC SAFETY – REBECCA LASTRADA, CHAIRMAN

Approved sole source purchase of (2) DP3 MDVR Car Video Camera Systems for the Sedalia Police Department from Digital Safety Technologies in the amount of \$6,996.00 on motion by Rowe, seconded by Galliher. All in favor.

PUBLIC WORKS – WILEY WALTER, CHAIRMAN – No Report.

FINANCE & ADMINISTRATION – KENNETH NORTON, CHAIRMAN

Approved extension of annual audit by Gerding, Korte and Chitwood for the City of Sedalia (Cost of audit for next year will be \$16,000.00 for the City which represents an

approximate \$700.00 increase) on motion by Galliher, seconded by Monsees. All in favor.

NEW BUSINESS:

BILL NO. 2012-111, ORDINANCE NO. 10038 – AN ORDINANCE GRANTING A REZONING APPLICATION BY JAMES T. BUCKLEY, ATTORNEY-AT-LAW, REPRESENTING JD AND SHARON JOHNSON AND MICHAEL L. AND MICHELLE O. JOHNSON, OWNERS OF PROPERTY LOCATED AT 900 GRIFFITH AVENUE, ALSO KNOWN AS WILSON TRAILER PARK, IN THE CITY OF SEDALIA, MISSOURI was read once by title.

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

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

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

BILL NO. 2012-112, ORDINANCE NO. 10039– AN ORDINANCE APPROVING AN ASSIGNMENT OF THE OPTION AND LEASE AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND XCELL TOWERS, LLC TO XCELL TOWERS II, LLC was read once by title.

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

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

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

APPOINTMENTS:

Mayor Elaine Horn was appointed to the Economic Development Board, for a 1-year term expiring December 2013, on motion by Norton, seconded by Galliher. All in favor.

LIQUOR LICENSES:

The following Liquor License Renewals were read and approved on motion by Norton, seconded by Monsees. All in favor.

- Jerome Taylor dba Break Time #3084, 318 W. Broadway – Packaged Liquor.
- Robbin Griffith dba Walgreens #7428, 801 S. Limit – Packaged Liquor with Sunday Sales.
- Lorene Samson dba Walmart #219, 3201 W. Broadway – Packaged Liquor with Sunday Sales.

DEPARTMENT BILLS thru December 17, 2012 totaling \$511,193.77 were approved for payment on motion by Norton, seconded by Galliher. All in favor.

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilmen Galliher and Norton wished everyone a Merry Christmas and a Happy New Year.

Councilman Cross stated that he received complaints from citizens regarding no holiday decorations downtown. City Administrator, Gary Edwards, stated that the flags that are on the poles downtown prevent other decorations from being placed there.

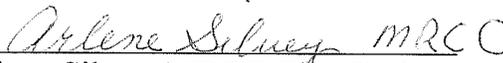
GOOD & WELFARE: None.

The meeting adjourned at 7:09 p.m. on motion by Norton, seconded by Cross. All in favor.

THE CITY OF SEDALIA, MISSOURI



Mary Elaine Horn, Mayor



Arlene Silvey, MRCC City Clerk

SEDALIA POLICE DEPARTMENT

Administrative Support Bureau
Commander Larry Ward

To: Sedalia City Council

Re: Council Item (car bids)

Date: December 27, 2012

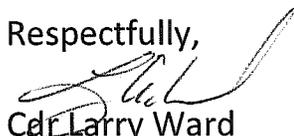
Arlene ,

A request for bids was solicited regarding the purchase of 4 police cars, 2 Dodge Chargers and 2 Ford Interceptors. A total of 7 bids were received, 3 bids for Fords and 4 bids for the Dodges.

The low bid for the **Ford Interceptors** was from Rick Ball Ford in Sedalia with a bid price of \$23,933 per vehicle (x2). Their bid was \$479.24 under the price of the next lowest bidder out of Mississippi. Our recommendation is to accept the bid from Rick Ball and to purchase 2 Ford Interceptor (6 cylinder models) at a **total price of \$47,866.**

The low bid for the **Dodge Chargers** was from Capitol Dodge in Jefferson City with a bid price of \$24,826 per vehicle (x2). Their bid was \$147 per unit under the \$24,973 bid from Bryant Motors. Our recommendation is to accept the bid from Bryant Motors for a **total price of \$49,946.** Bryant Motors is a Sedalia based business that has also maintained our warranty work in a timely manner. We believe the City will benefit from this local purchase and that the total extra expenditure of \$294 (\$147x2) will be saved in the long run with the convenience of a hometown business.

Respectfully,



Cdr Larry Ward

Sedalia Police Department

(2) 2013 Ford Police Interceptor Sedan V6 (TIVCT) Engine
December 21, 2012 2:00 p.m.
Mayor's Conference Room

Description	Rick Ball Ford 1700 W. Broadway Sedalia, MO 65301	Country Ford 95 East Goodman Rd Southaven, MS 38671	Warrensburg Ford 330 East Young Street Warrensburg, MO 64093
Total Proposed Cost	\$47,866.00	\$48,824.48	\$50,700.00
Cost - each Vehicle	\$23,933.00	\$24,412.24	\$25,350.00
Cost - Delivery	\$0.00	\$0.00	\$0.00
Delivery	6-8 Weeks	60 Days	TBD 8-12 Weeks Currently
Manufacturer Warranty			
Engine/Transmission/ Drive Train	5 years/ 60,000 miles	36 months/ 36,000 miles	5 Years/ 100,000 miles
Electrical Systems/Components	3 years/ 36,000 miles	60 months/ 100,000 miles	3 Years/ 36,000 miles
Other Parts	Varies 3 years/ 36,000 miles	Corrosion Perforation 60 months/unlimited mileage	3 Years/36,000 miles
Extended Warranty	Yes, contact for available options	Yes, Basic Care - \$2,120.00	Yes, 5 Year 60,000 miles bumper to bumper : \$1,200.00; 5 Year 100,000 miles bumper to bumper: \$2,200.00
Meet Specs	Yes	Yes	Yes
Additional Charges	No	No	No

(2) 2013 Dodge Chargers
 December 21, 2012 2:00 p.m.
 Mayor's Conference Room

Description	Capitol City Chrysler 3201 Missouri Blvd P.O. Box 1220 Jefferson City, Mo 65102	Bryant Motors 2901 S. Limit Sedalia, Mo 65301	West Brothers P.O. Box 519 Sullivan, Mo 63080	Warrensburg Chrysler 329 East Young Street Warrensburg, MO 64093
Total Proposed Cost	\$49,652.00	\$49,946.00	\$50,190.00	\$51,766.00
Cost - each Vehicle	\$24,826.00	\$24,973.00	\$25,095.00	\$25,883.00
Cost - Delivery	\$0.00	\$0.00	\$50.00 each	\$0.00
Delivery	90-120 days	90-120 days	90-120 days	6-8 weeks upon confirmation of getting bid
Manufacturer Warranty				
Engine/Transmission/ Drive Train	5 years/ 100,000 miles	5 years/ 100,000 miles	60 months/ 100,000 miles	5 Years/ 100,000 miles
Electrical Systems/Components	3 years/ 36,000 miles	3 years/ 36,000 miles	36 months / 36,000 miles	3 Years/ 36,000 miles
Other Parts	N/A at this time	3 years/ 36,000 miles	Not available	-
Extended Warranty	Yes, Maximum care warranty 5 yr/ 100,000 miles, covers S007 parts, cost \$2,993.00	Yes, Different plans - have several prices	Yes, Maximum care complete mechanical, 5 yr/100,000 miles, cost \$2,675, no deductible	-
Meet Specs	Yes	Yes	Yes, except; electric seat only forward and reverse, up and down not available	Yes
Additional Charges	No	No	-	No



January 2, 2013

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

Re: Recommendation for contractor selection for
Rehabilitation of the Washington Avenue viaduct over the UPRR tracks in Sedalia,
Missouri
OA Project No. 011-2161

Dear Bill:

Bids were received on December 20, 2012 for the rehabilitation of the Washington Avenue viaduct over the Union Pacific Railroad tracks within the city limits of Sedalia. We have followed up on the references for the apparent low bidder, Krupp Construction Company, for the project.

Based on the reference reviews and previous track records for successful completion of projects similar in scope and nature to that of the above subject project, we recommend the City award the Washington Avenue rehabilitation project Base Bid to Krupp Construction Company in the amount of \$1,144,064.

If you have any questions or concerns, please let me know.

Sincerely,
Olsson Associates

A handwritten signature in cursive script that reads 'Ken Jennison'.

Ken Jennison, PE

cc: Anne Gardner, City of Sedalia
Devin Stevens, City of Sedalia
Mike Lally, Olsson Associates – KCS
Eric Falk, Olsson Associates – KCS
Shane Hennessey, Olsson Associates - OMA

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

To: Gary Edwards, City Administrator

From: Monte Richardson 

Date: 12/31/12

Re: Firewall Appliance Purchase

Sir:

The City has an ongoing expense in maintaining its firewall appliances. As with any other computer, the firewall appliances eventually get to the point where they need to be replaced. There are also ongoing licensing and support subscriptions that have to be renewed each year. In years past we purchased new firewalls every 2-3 years and paid our licensing one year at a time.

This year it is time to upgrade our hardware. I am also proposing that we purchase a three year licensing/support contract. By doing so we will be able to save approximately \$15,000 in licensing and support fees versus purchasing a year at a time.

Part of this proposed purchase is the addition of a firewall appliance at the Sedalia Regional Airport. This is to provide additional wireless capability on premises and provide a VPN between the Airport and the Municipal Building for access to finance applications.

I am requesting permission to purchase Firewalls, Licensing, and Support as outlined on the attached quotes, from Midwest Computech as sole source providers. They are the only company available that can provide hardware, installation, and support. The quotes are **\$19,475** for replacement of existing firewalls at Street & Alley, West Fire Station, Central Fire Station, and the Municipal Building; and **\$5,159.79** for addition of a firewall appliance at Sedalia Regional Airport and installation of wireless access at the Municipal Building and Sedalia Regional Airport.

Respectfully submitted.



Columbia | Jefferson City | Kansas City | Sedalia

1400 S. Limit Ave., Suite 29
 Sedalia, MO 65301
 P: 660.826.4700 F: 660.826.2299

QUOTE

Number AAAQ4359

Date Dec 5, 2012

Sold To

City Of Sedalia- City Administration
 Monte Richardson
 200 S. Osage
 Sedalia, MO 65301

Ship To

City Of Sedalia- City Administration
 Monte Richardson
 200 S. Osage
 Sedalia, MO 65301

Salesperson	P.O. Number	Ship Via	Terms
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RClevenger

Line	Qty	Description	Unit Price	Ext. Price
1	3	Sophos UTM 120 Hardware Appliance - West Fire, Central Fire, Streets/Alley	\$470.00	\$1,410.00
2	1	3Yr. 120 Network Security Subscription, incl. Standard Support, renewal - Streets/Alley/Garage	\$679.00	\$679.00
3	1	3Yr. 120 Web Security Subscription, incl. Standard Support, renewal - Streets/Alley/Garage	\$1,179.00	\$1,179.00
4	2	3Yr. 120 Full Guard - Bundle including all Sophos Security Subscriptions, renewal - West Fire & Central Fire	\$1,880.00	\$3,760.00
5	1	Installation / Configuration	\$300.00	\$300.00
6				
7				
8	1	Sophos UTM 320 Hardware Appliance - Municipal Building	\$1,688.00	\$1,688.00
9	1	3Yr. 320 Full Guard - Bundle including all Sophos Security Subscriptions, renewal	\$8,357.00	\$8,357.00
10	1	Installation / Configuration	\$300.00	\$300.00
11				
12	1	Sophos UTM 110 Hardware Appliance - Airport	\$0.00	\$0.00
13	1	3Yr. 110 Full Guard - Bundle including all Sophos Security Subscriptions, 1st time	\$1,563.00	\$1,563.00
14	1	Installation / Service Labor	\$200.00	\$200.00

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY FROM THE MANUFACTURER, AND THEIR WARRANTY IS PROVIDED INDEPENDENT OF ANY SERVICES PROVIDED BY MIDWEST COMPUTECH - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR INTERRUPTION OF BUSINESS DUE TO PRODUCT SOLD. ALL SHIPPING AND HANDLING CHARGES ARE ESTIMATES AND MAY BE SUBJECT TO CHANGE DURING ORDERING PROCESS.

Line	Qty	Description	Unit Price	Ext. Price
			SubTotal	\$19,436.00
			Tax	\$0.00
			Shipping	\$39.00
			Total	\$19,475.00

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY FROM THE MANUFACTURER, AND THEIR WARRANTY IS PROVIDED INDEPENDENT OF ANY SERVICES PROVIDED BY MIDWEST COMPUTECH - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR INTERRUPTION OF BUSINESS DUE TO PRODUCT SOLD. ALL SHIPPING AND HANDLING CHARGES ARE ESTIMATES AND MAY BE SUBJECT TO CHANGE DURING ORDERING PROCESS.



QUOTE

1400 S. Limit Ave. Suite 29, Sedalia, MO 65301
 t. 660-826-4700 f. 660-826-2299

Number AAAQ4410

Date Dec 12, 2012

Sold To

City of Sedalia
 Monte Richardson
 Attn: Beverly Rice; Collector
 Sedalia, MO

Ship To

City of Sedalia
 Attn: Beverly Rice; Collector
 Sedalia, MO

Phone (660) 827-3000
Fax

Phone
Fax

Salesperson	P.O. Number	Ship Via	Terms
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Josh

Line	Qty	Description	Unit Price	Ext. Price
1		Municipal Building		
2	12	Sophos AP 30 Access Point, with PoE-Injector and US Power Cord	\$275.00	\$3,300.00
3	12	Cat5e 2' Patch Cables	\$1.88	\$22.56
4	12	RJ-45 Cat5e modular plug	\$0.54	\$6.48
5	1,000	Cat5e Data Cable (Plenum)	\$0.25	\$250.00
6	1	Installation / Service Labor Configurations	\$450.00	\$450.00
7	1	Installation / Service Labor Install 12 Network Drops Install 12 Access Points Terminate, Test, and Label ALL Connections	\$975.00	\$975.00
8		***NOTE*** THE ASTARO FIREWALL MUST BE UPGRADED BEFORE INSTALLATION		
9				
10		Airport		
11	1	Sophos AP 10 Access Point, with US Power Supply	\$130.00	\$130.00
12	1	Cat5e 5' Patch Cable	\$3.00	\$3.00

Continued On Next Page ...

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS.

Line	Qty	Description	Unit Price	Ext. Price
13		Labor for wireless configuration is included in the labor with the Airport Firewall Configuration		
			SubTotal	\$5,137.04
			Tax	\$0.00
			Shipping	\$22.75
			Total	\$5,159.79

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS,

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND L.F. KRUPP CONSTRUCTION, INC. FOR THE 2012 WASHINGTON AVENUE BRIDGE IMPROVEMENTS PROJECT.

WHEREAS, The City of Sedalia, Missouri, received a proposal from L.F. Krupp Construction, Inc.; under which the City of Sedalia, Missouri, shall give the sum and amount of One Million One Hundred Forty-four Thousand Sixty-four Dollars (\$1,144,064.00) to L.F. Krupp Construction, Inc. for the 2012 Washington Avenue Bridge Improvements Project contained in Olsson Associates Project No. 011-2161, dated November 2012 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 L.F. Krupp Construction, Inc. in substantively the same form and content as the agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 7th day of January, 2013.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of January, 2013.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC
City Clerk

The OWNER hereby reserves the right to reject any and all Bids and to waive irregularities therein. BIDDER's rejection or waiver is without liability by the OWNER for claims or damages because of rejection or waiver, and to seek no recourse against the OWNER therefore.

Envelopes shall be marked:

**"WASHINGTON AVENUE BRIDGE IMPROVEMENTS
SEDALIA, MISSOURI - 2012"**

And returned to:

**SEDALIA CITY HALL
ATTN: ARLENE SILVEY, CITY CLERK
200 S. OSAGE
SEDALIA, MISSOURI 65301**

Bidders should take caution if U.S. mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive at Sedalia City Hall prior to the time and date specified above.

BIDDER's will be required to bid on the project as specified. If you are bidding an alternative to the equipment, materials, or method of work indicated, the OWNER will require that you give full specifications to each alternate, with part numbers indicated, and make the alternative item available to the OWNER, upon request, for their approval.

The OWNER reserves the right to determine whether or not an approved alternate meets specifications and is acceptable to the OWNER.

The BIDDER consents and agrees to the OWNER's standard terms and conditions set out in this Bid Document Package except as the OWNER has otherwise provided in this Invitation to Bid or as the BIDDER shall otherwise expressly state in his bid.

BIDDER must complete the Invitation to Bid, and sign and date where indicated.

Bidder Initials mon Date December 19, 2012

Bidder's Name and Address:

Krupp Construction
415 Old State Rd
Ellisville, mo 63021

Authorized Signature for Bidder:

[Signature]

Authorized Person for Bidder (Print):

Mark Reizer

Title: President

Phone #: 636-391-8844

Date: December 19, 2012

- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

The work will consist of improvements to the bridge carrying Washington Avenue over the Union Pacific Railroad tracks. The main span improvements consist of reinforcing the existing trusses, replacing the existing deck, stringers, and floorbeams, and other miscellaneous items shown on the plans. The improvements on the approach spans consist of replacing the deck and stringers, adding a new center pier to the existing interior bents, and other miscellaneous items shown on the plans. Individual bid tab items are shown on the plans.

TOTAL BASE BID – LUMP SUM:

ONE MILLION ONE HUNDRED FORTY FOUR THOUSAND SIXTY FOUR DOLLARS
 (\$ 1,144,064.00)

(Write Out In Words)

(Figures)

Bidder Note: Lump Sum bid should total individual bid tab items shown on the plans.

Washington Avenue Bridge Rehabilitation

WASHINGTON AVE. BRIDGE REHABILITATION - BID ITEM COST						COSTS	
ITEM	UNIT	SUBSTR.	SUPERSTR.	TOTAL	UNIT COST	TOTAL	
1	Mobilization	Lump sum		1	133,000	133,000	00
2	Construction staking & surveying	Lump sum		1	15,000	15,000	00
3	Structural Steel Piles (14 in.)	Lin. Ft.	165	165	260.00	42,900.00	00
4	Plain Neoprene Bearing Pad	Each	121	121	120.00	14,520.00	00
5	Laminated Neoprene Bearing Pad	Each	66	66	150.00	9,900.00	00
6	Class B Concrete (Substructure)	Cu. Yd.	21.3	21.3	100.00	2,130.00	00
7	Slab on Steel	Sq. Yd.	691	691	180.00	124,380.00	00
8	Reinforcing Steel (Bridges)	Lbs.	3,250	3,250	1.30	4,225.00	00
9	Reinforcing Steel (Epoxy Coated)	Lbs.	110	110	2.30	253.00	00
10	Class 1 Excavation	Cu. Yd.	170.0	170	21.00	3,570.00	00
11	Fabricated Structural Low Alloy Steel A709, Grade 50W	Lbs.	93,560	93,560	3.40	318,104.00	00
12	Fabricated Structural Low Alloy Steel A709, Grade 50W-F3	Lbs.	11,610	11,610	5.00	58,050.00	00
13	Fabricated Structural Low Alloy Steel A709, Grade 36	Lbs.	17,090	17,090	3.70	63,233.00	00
14	Bridge Approach Pavement - Remove and Replace Asphalt	Sq. Yd.	105	105	200.00	21,000.00	00
15	Removal of Existing Bridge Deck	Sq. Ft.	6,300	6,300	12.00	75,600.00	00
16	Remove Existing Structural Steel	Lump sum	1	1	30,000.00	30,000.00	00
17	Pedestrian Handrail (Timber)	Lin. Ft.	222	222	29.00	6,438.00	00
18	Pedestrian Fence (Structures)	Lin. Ft.	98	98	170.00	16,660.00	00
19	Miscellaneous Fabricated Structural Steel - A709, Grade 36	Lbs.	25,000	25,000	4.80	120,000.00	00
20	Rehabilitate Bearing Area on Piers (if required)	Sq. Ft.	115	115	85.00	9,775.00	00
21	Repair Existing Concrete Abutments (as needed)	Lump sum	2	2	5,200.00	10,400.00	00
22	Barrier Curb	Lin. Ft.	668	668	12.00	8,016.00	00
23	Preformed Compression Seal Expansion Joint System	Lin. Ft.	82	82	290.00	23,780.00	00
24	Type I Aggregate for Base (6 in. thick)	Sq. Yd.	20	20	13.00	260.00	00
25	Pedestrian Timber Walkway	Lin. Ft.	320	320	85.00	27,200.00	00

Total Bid Cost = 1,144,064.00



State of Missouri
Missouri Secretary of State's Office
Robin Carnahan
Secretary of State, Robin Carnahan

06/05/2012

Invoice Number: 8773102

Invoice Date: 06/05/2012 09:41 AM

User ID: 324

Billing Information

L.F. KRUPP CONSTRUCTION, INC.
 415 OLD STATE ROAD
 ELLISVILLE, MO 63021

Product Description	Certification Number	Order Date	Qty	Pages	Item Cost	Extended	Amount Due
JEFF-Corp Fees - Annual Report Web Contact: Mark J Reizer Cust. Ref.#: 00365417	14719252	06/05/2012	1	1	20.00	20.00	Paid

Credit Balance as of 06/05/2012 9:42 AM: \$0.00

Payment Details:

Payment for \$20.00 from Web with Credit Card MC Acct
 XXXXXXXXXXXXX4552, Auth: 08551Z

Invoice Total: \$20.00
Payment Total: \$20.00

Contact(s): None specified

Amount Due: \$0.00

Include invoice number on all correspondence and send to:

UCC Inquiries: Missouri Secretary of State's Office
 P.O. Box 1159
 Jefferson City, Missouri 65102

To discuss payment for UCC items call:
 (866) 223-6535 Toll Free

Corporation Inquiries: Missouri Secretary of State's Office
 P.O. Box 1366
 Jefferson City, Missouri 65102

To discuss payment for Corporation items call:
 (866) 223-6535 Toll Free

Commission Inquiries: Missouri Secretary of State's Office
 P.O. Box 784
 Jefferson City, Missouri 65102

To discuss payment for Commission items call:
 (866) 223-6535 Toll Free

Corporation Name: L.F. Krupp Construction, Inc. dba Krupp Construction (SEAL)

State of Incorporation: Missouri
Type (General Business, Professional, Service, Limited Liability): General Business

By: _____
(Signature - attach evidence of authority to sign) Mark Reizer

Name (typed or printed): Mark Reizer

Title: President
(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary) Mark Reizer

Date of Qualification to do business in Ellisville, Missouri is 07/01/2008
Yearly Renewal

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business address: _____

Phone: _____ Facsimile: _____

Submitted on _____, 2012.

State Contractor License No. _____ (If applicable)

**SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between the City of Sedalia, 200 S. Osage Street, Sedalia, MO 65301 and
(OWNER)

_____ in consideration of the mutual covenants set forth herein, agree
(CONTRACTOR)

as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work will consist of improvements to the bridge carrying Washington Avenue over the Union Pacific Railroad tracks. The main span improvements consist of reinforcing the existing trusses, replacing the existing deck, stringers, and floorbeams, and other miscellaneous items shown on the plans. The improvements on the approach spans consist of replacing the deck and stringers, adding a new center pier to the existing interior bents, and other miscellaneous items shown on the plans.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

“Washington Avenue Bridge Improvements, Sedalia, MO – 2012”

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Olsson Associates (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time is of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 294 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 322 calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner

if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$1,000.00** for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$750.00** for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

BASE BID:

For all work, a lump sum of _____ (\$ _____)
(Write Out In Words) (Figures)

- A. All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions. Lump sum bid will be the sum total for individual bid tab items shown on the plans.
- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:
- C. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment by the Tuesday before the 1st & 3rd Tuesday of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 N/A

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance bond (pages ____ to ____, inclusive).
3. Payment bond (pages ____ to ____, inclusive).
4. Other bonds (N/A).
5. General Conditions (pages 0 to 40, inclusive).
6. Supplementary Conditions (pages 1 to 10, inclusive).
7. Specifications – refer to Missouri State Commission Standard Specifications for Highway Construction 2004 edition, or current revisions thereof.
8. Drawings consisting of 22 sheets with each sheet bearing the following general title: Washington Avenue Bridge Rehabilitation, Sedalia, Missouri - 2012.
9. Addenda (if applicable)
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 4, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages __ to __, inclusive).
 - c. Anti-collusion Statement, (page 1, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 20__ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License
No.: _____

(Where applicable)

Agent for service or
process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 7.8 (VEHICLE USE) OF THE CITY OF SEDALIA'S PERSONNEL REGULATIONS MANUAL BY ADDING THE POSITION OF AIRPORT DIRECTOR TO EMPLOYEE POSITIONS ALLOWED TO UTILIZE A CITY VEHICLE TO AND FROM WORK.

WHEREAS, The City of Sedalia provides and maintains a fleet of vehicles for employees carrying out their official duties and vehicles owned by the City should be used for official city business; and

WHEREAS, certain positions are allowed to utilize a city vehicle to and from work as long as the employee's residence is located within the corporate limits and such vehicles are to be used only for official city business with the exception for appropriate en route stops between work and residence; and

WHEREAS, a request has been made by the City of Sedalia Airport Director to drive a city vehicle home at night due to him now residing within the City Limits of Sedalia and whereas said vehicle would be used to and from his residence and for emergency reasons.

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

Section 1. Section 7.8 (Vehicle Use) of the City's Personnel Regulations Manual is amended to include the position of Airport Director to employee positions allowed to utilize a city vehicle to and from work.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 7th day of January, 2013.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of January, 2013.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC
City Clerk

**SEDALIA REGIONAL AIRPORT
MEMO**

To: Gary Edwards
From: John Evans
Subject: Airport Car/Truck
Date: January 2, 2013

Gary,

I would like to request a change to the City Personnel Manual. Now that I live within the city limits, I would like to drive a city vehicle home at night. The vehicle would be used to and from my house and for emergencies when I am called out the airport. The vehicle would not be use for personal use.

Thanks you for your consideration with this matter.

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

Vendor Name	Invoice Number	Amount
Allstate Consultants LLC	0112	\$ 9,570.00
Allstate Consultants LLC	0112A	\$ 4,230.00
Apac-Missouri Inc	9000176924	\$ 2,835.20
Ascent Aviation Group, Inc.	M090623	\$ 66.67
Ascent Aviation Group, Inc.	M093773	\$ 46.00
Associated Door Co	32954	\$ 330.00
AT & T	1212B	\$ 169.03
AT & T	1212C	\$ 110.71
Barco Municipal Products Inc.	204164	\$ 418.75
Becca's Framing	3112-1	\$ 145.00
Bell Supply Company Inc	147689	\$ 32.81
Blue Springs Winwater Co	041513	\$ 1,051.00
Board Of Police Commissioners	9266	\$ 690.00
Boone Quarries	67056	\$ 275.88
Boone Quarries	67057	\$ 55.90
Boone Quarries	68077	\$ 829.42
Bothwell Regional Health Ctr	5	\$ 140.00
Bothwell Regional Health Ctr	12	\$ 117.00
Bothwell Regional Health Ctr	0113	\$ 26.00
Braden Signs	765598	\$ 120.00
Brownfield Oil Co Inc	95484	\$ 22,688.81
Central Communications Inc	214922	\$ 64.00
Central Communications Inc	214927	\$ 64.00
Champion Brands LLC	73019	\$ (40.00)
Charter Communications	0113-12B	\$ 30.82
Charter Communications	0113-12D	\$ 25.70
Charter Communications	1212-11	\$ 237.94
Charter Communications	1212-12A	\$ 101.99
Charter Communications	1212-12C	\$ 64.48
Charter Communications	1212-13	\$ 66.90
Charter Communications	1212-14	\$ 94.99
Charter Communications	1212-MUNI	\$ 119.99
Cintas Corp #379	379791296	\$ 561.94
Cintas Corp #379	379792449	\$ 561.94
Cintas Corp #379	379793601	\$ 561.94
Clark's Tool & Equipment	141356	\$ 499.95
Clark's Tool & Equipment	141394	\$ 78.60
Consolidated Electrical Distributors Inc.	8075-488047	\$ 8.83
Consolidated Electrical Distributors Inc.	8075-488084	\$ 76.80
Crown Power & Equipment Co	17040L	\$ 203.89

D C Battery Inc	066137	\$	98.00
Digital Safety Technologies Inc.	21785	\$	6,996.00
Elevator Safety Services Inc	10781	\$	150.00
Empire District	1212	\$	2,524.63
Employee Screening Service Llc	152650	\$	260.00
Employee Screening Service Llc	153317	\$	74.00
Engineering Surveys & Services	ESS050153	\$	892.50
Fastenal Company	MOSED134649	\$	44.66
Fastenal Company	MOSED134849	\$	288.51
Fedex	2-112-11585	\$	30.47
Fedex	2-120-11534	\$	47.16
Filter Belts Inc	ME77351	\$	236.61
Fischer Concrete Service Inc	5630	\$	963.80
Fischer Concrete Service Inc	5770	\$	1,419.69
Fischer Concrete Service Inc	5771	\$	480.23
Fisher Scientific	4072642	\$	(172.66)
Flat Creek Veterinary Hospital	1212	\$	198.92
Foley Industries	1198773	\$	48.64
Foley Industries	1207007	\$	36.54
Galeton	1080377-00	\$	112.74
Garon Marketing	MG101	\$	150.00
Gier Oil Company Inc	49797	\$	24,361.23
Hach Company	8066658	\$	176.48
Hall Signs Inc	279654	\$	446.40
Hank's Portable Toilets & Septic Tank Clean	1212	\$	220.00
Haulotte Construction Services	620-106	\$	20,000.00
Hillyard - Columbia	600506264	\$	74.12
IBT Inc.	5953121	\$	264.58
IBT Inc.	5965322	\$	4.81
I-Land Internet Services	1519327	\$	59.95
I-Land Internet Services	1519328	\$	3.99
Insurance & Benefits Group Llc	47162	\$	2,021.00
Insurance & Benefits Group Llc	47207	\$	3,763.99
Interstate Products Inc	7706	\$	380.53
J & R Engineering	22130	\$	373.00
John Rice	1212	\$	59.20
KCP&L	0113-14I	\$	17.47
KCP&L	0113-14N	\$	38.47
KCP&L	1212-SL	\$	33,573.59
KCP&L	1212	\$	7,040.14
KCP&L	1212	\$	9,467.23
Key Hydraulics	12-26026	\$	50.31
Key Hydraulics	12-26078	\$	99.03
Key Hydraulics	12-26124	\$	295.63

Key Hydraulics	12-26148	\$	65.00
Key Hydraulics	12-26149	\$	258.41
Key Hydraulics	12-26181	\$	59.20
Key Hydraulics	12-26191	\$	158.35
Key Hydraulics	12-26194	\$	38.36
Key Hydraulics	12-26200	\$	73.46
Key Hydraulics	12-26219	\$	54.76
Komline-Sanderson	42017275	\$	236.50
Lea's Truck Service Llc	4931px	\$	24.39
Leon Uniform Co Inc	282269	\$	215.95
Leon Uniform Co Inc	284232	\$	326.35
Lochner	007040001-17	\$	2,166.71
Lowe's Companies Inc.	04749	\$	6.05
Lowe's Companies Inc.	06362	\$	32.96
Lowe's Companies Inc.	06710	\$	86.54
Lowe's Companies Inc.	08916	\$	19.68
Lowe's Companies Inc.	11384	\$	4.72
Lowe's Companies Inc.	25075	\$	10.14
Lowe's Companies Inc.	25087	\$	26.22
Lowe's Companies Inc.	25114	\$	22.18
Lowe's Companies Inc.	25190	\$	78.59
Lowe's Companies Inc.	25203	\$	92.08
Lowe's Companies Inc.	25281	\$	35.12
Lowe's Companies Inc.	25930	\$	76.99
Lowe's Companies Inc.	25999	\$	30.83
Lowe's Companies Inc.	28331	\$	18.32
Lowe's Companies Inc.	28868	\$	59.46
Lowe's Companies Inc.	28879	\$	54.58
Lynn Peavey Company	267012	\$	240.45
MCI	1212	\$	298.01
MFA Oil & Propane	299171107	\$	583.00
Michael Todd & Co Inc	135580	\$	3,430.00
Michael Todd & Co Inc	135606	\$	3,430.00
Michael Turner Md	1212	\$	5,400.00
Microflex Corp #774353	1321955	\$	243.70
Midland Printing Company	75885	\$	158.45
Midland Printing Company	75959	\$	262.15
Missouri Division Of Fire Safety	E12-44838	\$	25.00
Missouri One Call System Inc.	2120313	\$	217.10
MOGFOA	012013	\$	75.00
O'Reilly Automotive Inc.	141015	\$	30.82
O'Reilly Automotive Inc.	484401	\$	(27.00)
O'Reilly Automotive Inc.	0114-141428	\$	12.58
Orschelns Convenience Card	2428	\$	86.68

Orschelns Convenience Card	8792	\$	45.35
Otten Small Engine Service	99136	\$	18.52
Pettis County Recorder of Deeds	0113	\$	24.00
Pettis County Recorder of Deeds	1212	\$	27.00
Pettis County Recorder of Deeds	1212A	\$	27.00
Printlynx	98323	\$	30.00
Public Safety Center Inc	5380828	\$	312.96
Public Safety Center Inc	5380842	\$	104.31
Pump & Power	5491822	\$	8,198.09
Quicksilver Water	675430	\$	13.75
Quicksilver Water	683610	\$	46.25
Quicksilver Water	683722	\$	13.75
Quicksilver Water	684747	\$	39.75
Rac-Jac Properties	1212A	\$	10.00
Rejis Commission	0026416	\$	25.00
Reynaldo Talavera-Carlos	1212	\$	48.75
Rhomar Industries Inc	74582	\$	331.73
Ricoh USA Inc	1037364846	\$	96.70
Ricoh USA Inc	5024580065	\$	62.23
Robert Rollings Architects LLC	633	\$	5,250.00
Schilby's Auto Service	27408	\$	836.00
Schilby's Auto Service	27707	\$	141.32
Sedalia Downtown Development	349	\$	5,000.00
Sedalia Downtown Development	350	\$	4,516.47
Sedalia Electric Motors Inc	1212	\$	3,450.00
Sedalia Electric Motors Inc	1212A	\$	2,000.00
Sedalia Heating & Air	6912	\$	6.95
Sedalia News-Journal	1212	\$	226.12
Sedalia Rental & Supply	140301	\$	90.00
Septagon Construction Co Inc.	13-040	\$	78,558.13
Septagon Construction Co Inc.	13-041	\$	8,728.68
SMC Electric Supply	60175955-00	\$	35.24
SMC Electric Supply	60176055-00	\$	102.00
SMC Electric Supply	60176086-00	\$	44.31
SMC Electric Supply	60176289-00	\$	274.92
Smith Paper & Janitor Supply	547649	\$	129.02
Smith Paper & Janitor Supply	547650	\$	78.30
Smith Paper & Janitor Supply	547651	\$	9.80
Smith Paper & Janitor Supply	547856	\$	119.60
Smith Paper & Janitor Supply	547910	\$	79.68
Sonequity Pest Management	95527	\$	272.00
Sonequity Pest Management	102258	\$	67.00
Staples Business Advantage	3187848414	\$	132.63
Staples Business Advantage	3188239313	\$	82.99

Staples Business Advantage	3188239315	\$	74.98
Staples Business Advantage	3188239316	\$	218.87
Staples Business Advantage	3188239317	\$	91.47
Staples Business Advantage	3188239318	\$	23.22
Staples Business Advantage	3188641928	\$	158.95
Staples Business Advantage	3188641930	\$	199.94
Staples Business Advantage	3188641931	\$	181.90
Staples Business Advantage	3188641933	\$	14.67
Staples Business Advantage	3188641934	\$	381.89
Staples Business Advantage	3188641935	\$	21.49
Stericycle Inc.	4003871201	\$	40.71
Stifel Nicholas & Company Inc	48609-838	\$	5,000.00
Tallman Company	1213277	\$	20.34
Tele-Lite Inc	20036410	\$	23.00
The Greenhorn LLC	12242012	\$	1,782.50
The Sedalia Area Chamber Of Commerce	1212	\$	8.00
The Sedalia Area Chamber Of Commerce	1212A	\$	8.00
The Sedalia Area Chamber Of Commerce	1212B	\$	8.00
The Ups Store	743215	\$	23.50
Tim's Tree Service Llc	2997	\$	235.00
Tim's Tree Service Llc	2998	\$	275.00
Tim's Tree Service Llc	3006	\$	700.00
Tim's Tree Service Llc	3007	\$	240.00
Tim's Tree Service Llc	3008	\$	175.00
Tire Centers Llc	6500124390	\$	89.00
Tire Centers Llc	6500124575	\$	33.04
Trans-Central Suppliers Inc	0215051	\$	193.00
Trans-Central Suppliers Inc	0215093	\$	932.32
Trans-Central Suppliers Inc	0215166	\$	10.57
United Rotary Brush Corp	CI137413	\$	421.65
United Rotary Brush Corp	CI137432	\$	107.74
United Rotary Brush Corp	CI137433	\$	241.45
United Rotary Brush Corp	CI137530	\$	254.11
Usa Bluebook	845292	\$	191.96
Usps-Hasler	1212	\$	1,500.00
Vance Bros. Inc-Kansas City	44326	\$	4,590.10
Verizon Wireless	1112	\$	3,112.28
Verizon Wireless	2846186369	\$	2,830.75
Vulcan Inc	228574	\$	3,767.00
Wal-Mart Community/GECRB	01090	\$	33.51
Wal-Mart Community/GECRB	01264	\$	26.36
Wal-Mart Community/GECRB	02088	\$	73.57
Wal-Mart Community/GECRB	02590	\$	186.44
Wal-Mart Community/GECRB	03831	\$	51.84

Wal-Mart Community/GECRB	04906	\$	57.18
Wal-Mart Community/GECRB	07875	\$	14.94
Wal-Mart Community/GECRB	08534	\$	13.54
West Group	826171997	\$	312.39
Western Extralite Company	S4615449.001	\$	48.82
Western Extralite Company	S4616455.001	\$	55.19
Woods Super Market	11	\$	112.95
Woods Super Market	13	\$	1.15
Woods Super Market	28	\$	56.22
Woods Super Market	41	\$	4.99
Woods Super Market	53	\$	15.45
Woods Super Market	95	\$	19.37
Zee Medical Inc	0021398168	\$	112.15
Total Bills To Be Paid		\$	<u>332,886.07</u>