



# PRE-COUNCIL MEETING

Mayor's Conference Room  
Municipal Building  
Monday, December 3, 2012  
6:00 p.m.

MAYOR: MARY ELAINE HORN

MAYOR PRO-TEM: STEPHEN GALLIHER

## Work Session – 6:00 p.m.

1. Presentation – Sedalia Downtown Development: Annual Report
2. Presentation – Olsson Associates concerning meeting with local industries

## Committee Meetings – Immediately following work session

<b>PUBLIC SAFETY COMMITTEE</b> Police and Fire	<b>Rebecca LaStrada, Chair</b> <b>Bob Cross, Vice Chair</b>
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<b>PUBLIC WORKS COMMITTEE</b> Public Works, Water Pollution Control, Community Development, Water, Parks, Airport, Cemeteries and Community Center	<b>Wiley Walter, Chair</b> <b>Tolbert Rowe, Vice Chair</b>
<ol style="list-style-type: none"> <li>1. Review Ordinance approving and accepting an agreement by and between the City of Sedalia, Missouri and Pittsburgh Corning Corporation, a Missouri Corporation.</li> <li>2. Review Ordinance adding Section 4-4 to the Code of Ordinances allowing intoxicating liquor and nonintoxicating beer to be temporarily store on airport property for catering purposes and adding an airport delivery/catering fee to the City's fee schedule.</li> <li>3. Review RFP for architect for the design of office/shop bay at Crown Hill Cemetery and Review Ordinance approving and accepting an agreement by and between the City of Sedalia, Missouri and Robert Rollings Architects LLC for architectural services related to the construction of a new Crown Hill Cemetery Office Building.</li> <li>4. Review Ordinance repealing Section 1(a) of Ordinance No. 7488 designating the alley between South Limit Avenue and South Warren Avenue between West 16<sup>th</sup> Street and West 18<sup>th</sup> Street as a 1 way alley.</li> <li>5. Review Ordinance accepting for City maintenance McDonalds Avenue located between South Limit Avenue and South Warren Avenue from West 16<sup>th</sup> Street to West 18<sup>th</sup> Street within the City of Sedalia, Missouri.</li> <li>6. Review Ordinance establishing stop signs on McDonalds Avenue at the intersections with West 16<sup>th</sup> Street and West 18<sup>th</sup> Street in the City of Sedalia, Missouri.</li> <li>7. Review Ordinance adopting no parking on both sides of McDonalds Avenue in the city limits of the City of Sedalia, Missouri.</li> <li>8. Review recommendation for demolition bid awarding for 1619 E. 5<sup>th</sup> Street, 1102 E. 11<sup>th</sup> Street and 502 E. Jackson.</li> <li>9. Review Change Order #1 for Yard Waste Grinding #3 Project in the amount of \$7,200.00 for final quantity adjustments.</li> <li>10. Review request from Septagon Construction for a 5 business day time extension on the Water Pollution Control Department Roof Project. Final completion date would be 12/12/12 in lieu of Original date of 12/5/12.</li> </ol>	

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**FINANCE/ADMINISTRATION COMMITTEE**  
Administrative, Library and Hospital

**Kenneth Norton, Chair**  
**Wanda Monsees, Vice Chair**

1. Review Ordinance approving and accepting an agreement by and between the City of Sedalia, Missouri and Sedalia Municipal Public Library District.
2. Review Resolution of the City Council of Sedalia, Missouri authorizing the Mayor to send a letter to the Missouri United States Senators Claire McCaskill and Roy Blunt and 4<sup>th</sup> Congressional District Representative Vicky Hartzler relating to support any legislative actions that would protect and extend the current tax treatment of municipal bonds.
3. Review Resolution of the City Council of Sedalia, Missouri supporting the Liberty Center Association for the Arts in their effort of becoming a community arts pilot for Sedalia, Missouri.



# CITY COUNCIL MEETING AGENDA

City Council Chambers  
Municipal Building  
Monday, December 3, 2012  
7:00 p.m.

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

### A. SPECIAL AWARDS

1. Retirement – Mary Schumaker – Sedalia Public Library – 27 years of service

### I. MINUTES

1. Pre-Council Meeting November 19, 2012
2. Regular Council Meeting November 19, 2012

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

### III. ROLL CALL OF STANDING COMMITTEES

- A. PUBLIC SAFETY – Councilmember Rebecca LaStrada
- B. PUBLIC WORKS – Councilmember Wiley Walter
  1. Award RFP for architect for the design of office/shop bay at Crown Hill Cemetery
  2. Award bids for the demolition of structures located at 1619 E. 5<sup>th</sup>, 1102 E. 11<sup>th</sup>, and 502 E. Jackson
  3. Approve Change Order #1 for Yard Waste Grinding #3 Project in the amount of \$7,200 for Final quantity adjustments
  4. Approve request from Septagon Construction Company for a 5 business day extension on the Water Pollution Control Department Roof Project.

- C. FINANCE / ADMINISTRATION – Councilmember Kenneth Norton

### IV. NEW BUSINESS

#### A. ORDINANCES AND RESOLUTIONS

- Approving and accepting an agreement by and between the City of Sedalia, Missouri and Pittsburgh Corning Corporation, a Missouri Corporation
- Adding Section 4-4 to the Code of Ordinances allowing intoxicating liquor and nonintoxicating beer to be temporarily stored on airport property for catering purposes and adding an airport delivery/catering fee to the City's fee schedule
- Approving and accepting an agreement by and between the City of Sedalia, Missouri and Robert Rollings Architects LLC for architectural services related to the construction of a new Crown Hill Cemetery Office Building
- Repealing Section 1 (a) of Ordinance No. 7488 designating the alley between South Limit Avenue and South Warren Avenue between West 16<sup>th</sup> Street and West 18<sup>th</sup> Street as a 1 way alley
- Accepting for City maintenance McDonalds Avenue located between South Limit Avenue and South Warren Avenue from West 16<sup>th</sup> Street to West 18<sup>th</sup> Street within the City of Sedalia, Missouri
- Establishing stop signs on McDonalds Avenue at the intersections with West 16<sup>th</sup> Street and West 18<sup>th</sup> Street in the City of Sedalia, Missouri
- Adopting no parking on both sides of McDonalds Avenue in the City Limits of the City of Sedalia, Missouri
- Approving and accepting an agreement by and between the City of Sedalia, Missouri and Sedalia Municipal Public Library District

## Click on any agenda item to view the related documentation

**R** Authorizing the Mayor to send a letter to the Missouri United States Senators Claire McCaskill and Roy Blunt and 4<sup>th</sup> Congressional District Representative Vicky Hartzler relating to support any legislative actions that would protect and extend the current tax treatment of municipal bonds

**R** Supporting the Liberty Center Association for the Arts in their effort of becoming a community arts pilot for Sedalia, Missouri

### B. APPOINTMENTS

1. Recommendations from Police Personnel Board (Available at meeting)

### C. LIQUOR LICENSES

Renewals:

\*Minerva Perez dba El Tapatio Restaurant, 1705 W Broadway, Sunday Sales, \$300

\*Darren Ross dba American Legion Post #642, 2016 W Main, Sunday Sales, \$300

### 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 Section 610.021(1) RSMo to closed-door session for legal advice.



## 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, December 3, 2012

### Public Works Committee

- 1. Review the proposed ordinance approving and accepting an agreement by and between the City of Sedalia and Pittsburgh Corning.** Pittsburgh Corning uses cooling water during their manufacturing process. A significant amount of the water is evaporated, for which there should be no sewer charge because it does not enter into the sewer system. The City has installed a flow meter earlier this year to measure how much water does not enter the sewer system. This information provided the city with the information needed to average the sewer discharge. More specifically, the amount of water discharged is 56% of the total monthly metered water going into the plant. This proposed agreement allows the amount billed to be 56% of the metered water. The City will inspect annually and conduct a flow analysis of the wastewater and adjust accordingly if needed. This agreement was worked out in cooperation with Pittsburgh Corning.
- 2. Review an ordinance allowing alcoholic beverages to be briefly stored on airport property and adding an airport delivery/catering fee.** Current ordinances do not allow alcoholic beverages on city property. This legislation, if approved, will allow alcoholic beverages to be stored on airport property for a short time until they are placed on chartered aircraft. Chartered aircraft will frequently request catering services, which sometimes include alcoholic beverages. These items, will only be on site occasionally, but will be under lock and key. Additionally, because the airport is, on occasion, requested to provide food catering services to aircraft temporarily landing at the Sedalia Regional Airport, staff is requesting approval of an ordinance adding a 40% delivery/catering fee to the City fee schedule. Such a fee is quite common at municipal airports across the state and nation. Staff recommends approval.
- 3. Review RFP for architect for design of the office/shop at Crown Hill Cemetery. Also, review the proposed ordinance approving and accepting an agreement between the City and Robert Rollings Architects LLC.** The City budgeted funds this year for the construction of an ADA compliant cemetery office in a more visible location. An attempt was made to obtain construction bids based on written and verbal instructions from staff. However, the bids came in significantly over budget and had to be rejected, so it was decided to professionally design an office facility. City went through the Request-for-Qualifications process in order to obtain a professional designer. Consequently, staff is recommending that the city accept the proposal from Robert Rollings Architects, LLC for the design of the Crown Hill Cemetery office/workshop and the ordinance approving the agreement. The estimated cost is \$8,500.
- 4. Review an ordinance repealing Section 1(a) of ordinance No. 7488 designating the alley between South Limit and South Warren between 16<sup>th</sup> Street and West 18<sup>th</sup> Street as a one-way alley.** This formerly unimproved alley is located in back of McDonald's on South Limit. It is now improved and is eligible to be a city street. The request from staff is to make it a two-way street.

**5. Review ordinance accepting for city maintenance, McDonald's Avenue located between South Limit Ave. and South Warren Ave. from West 16<sup>th</sup> Street to West 18<sup>th</sup> Street.** This roadway is a former alley and is located behind McDonald's. Improvements, meeting city specs, have been made to the alley making it eligible to be a city street. It is common practice for streets within the city limits that are improved and meet city specs, to be accepted into the city street system and are maintained by the city. Staff recommends approval.

**6. Review and ordinance establishing stop signs on McDonald's Ave. at the intersections with West 16<sup>th</sup> Street and West 18<sup>th</sup> Street.** As a city street, McDonald's Ave is in need of stop signs at these two locations. Staff recommends approval.

**7. Review ordinance adopting "no parking" on both sides of McDonald's Ave.** Staff believes the no parking prohibition is necessary because delivery truck traffic will occasionally occur on this road. Staff recommends approval.

**8. Review recommendations for demolition bid awarding for 1619 E. 5<sup>th</sup> Street; 1102 E. 11<sup>th</sup> Street and 502 E. Jackson.** These three recommendations are budgeted and are made by Andrew Burt, Chief Building Inspector. The three demolition bids total \$8,375. The bids were obtained according to the City purchasing policy and meet the City's demolition standards.

**9. Review Change Order #1 for yard waste grinding #3 project.** The amount of the change order is \$7,200 for final quantity adjustments.

**10. Review request from Septagon Construction for a 5 business day extension on the Water Pollution Control Roof Project.** Final completion date will be, if approved, 12-12-12 instead of the original completion date of 12-5-12. The reason for the extension is that materials needed for the project have not yet arrived. Staff recommends approval of the extension.

### **Finance/Administration Committee**

**1. Review ordinance approving and accepting an agreement between the City of Sedalia and the Sedalia Public Library.** The City of Sedalia is agreeing to add \$1.5 million to its 2012 Certificates of Participation projects for improvements and repairs to the Sedalia Carnegie Library Building. Because the Sedalia Public Library is not a city department, but is a stand-alone entity, it is necessary to institutionalize an agreement between the Library and the City which contains details of the financial understandings.

**2. Review a Resolution of the Sedalia City Council authorizing the Mayor to send a letter to our two United States Senators and our United States Representative encouraging them to resolve the "Fiscal Cliff" emergency facing the nation and Sedalia.** If the fiscal cliff issue is not resolved, Sedalia's budget could be impacted through its "Build America Bonds" (BAB), which are subsidized by the federal government. The BAB's are being used to support the City's current sewer improvement project.

**3. Review Resolution of the City Council supporting the Liberty Center Association of Arts.** This is part of the Liberty Center's effort to become a community of arts pilot program. The project is spearheaded by the MU Extension service. They are looking for a pilot community to help enhance the arts in order to help drive the local economy. Sedalia is one of six communities competing to be selected as a pilot program. The pilot community will be a model for the state and eventually the nation.



**CITY OF SEDALIA, MISSOURI**  
**PRE-COUNCIL MEETING – NOVEMBER 19, 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 – Discussion of 2012 Certificates of Participation Projects**

Carl Ramey, with Stifel, Nicolaus and Company, Inc., expressed his appreciation to the Mayor, City Administrator Gary Edwards, Finance Director Pam Burlingame and Community Development Director John Simmons for their teamwork on Certificates of Participation Project. The bond rating meeting went well and the rating should be back by Wednesday. The changes that have occurred since the last rating in 2010 have been very positive. Mr. Ramey stated that the pricing will be done on December 5, 2012 and asked the Council to hold a Special Council Meeting on that date to approve the bond purchase agreement. There will be an ordinance that will need to be read twice which will give all the terms of the bond sale and will be ready prior to the meeting for review.

**Presentation – Sidewalk Replacement Program**

Public Works Director, Bill Beck, stated that there was \$100,000.00 budgeted for the sidewalk replacement program and of that \$81,080.67 has been used to date. Actual cost with materials and seasonal and full-time employees salaries is \$131,070.25. There has been 18.65 blocks of sidewalk completed at an average cost of \$7,030.00 per block.

Mr. Beck stated that changes were made to the original scope of work, adding a block on Cooper instead of Pettis due to the fact that more houses were located on West Cooper than West Pettis; adding a sidewalk to the new Dollar General on North Ohio rather than extend it further on North Osage and this connects the Hubbard Apartments to downtown; constructing sidewalk near Washington Street Bridge connecting the north side of town to downtown, the Senior Center and other businesses south of the railroad; and adding sidewalk on 6<sup>th</sup> Street to Engineer sidewalk construction providing access to Bing's and the Laundromat. Also, there has been the Safe Routes to School Project.

Currently, citizens call City Hall or the Street Department to report a sidewalk complaint. The complaint is put on a list to be addressed as funding is available and they look at which are the biggest safety concerns. As of 10/31/2012 there have been 54 complaints

requesting sidewalk repair that have not been addressed yet. There is \$6 million in repairs needed.

The average cost for sidewalk replacement for these areas is \$23.43/foot in house which is an average cost of \$700 to \$1,300 and \$50.00/foot for a contractor which is \$2,250 to \$4,500. By partnering with citizens for sidewalk repair it can save them \$1,550 to \$3,200. About 54% of the City does not have sidewalks and out of the areas with sidewalks about 11% are in good condition.

Mr. Beck stated that the 50/50 paying for sidewalk repair could be put to a sliding scale depending on how much the home owner can afford. More areas will be looked at over the winter to bring back a plan at budget time.

### **COMMITTEE MEETING**

Public Safety Committee – Councilman LaStrada presented the following recommendation:

- Ordinance accepting an easement from the State of Missouri for the New Fire Station Headquarters Project (2600 W. 16<sup>th</sup>) was moved to full Council on motion by Rowe, seconded by Galliher. All in favor.

Public Works Committee – Councilman Walter presented the following recommendations:

- Ordinance establishing a mid-block crosswalk on West 3<sup>rd</sup> Street between South Kentucky Avenue and South Osage Avenue in the City Limits of the City of Sedalia, Missouri. Councilman Norton stated that this was not a good idea and there are safety concerns. City Attorney, Anne Gardner, stated that the Council could deny the ordinance once its' on the council floor. Item was moved to full Council on motion by Monsees, seconded by Norton. All in favor.
- Sole source quote from AL Scheppers Motor Company for repair of a 2001 International 4700 Dump Truck in the amount of \$13,130.87 was moved to full Council on motion by Galliher, seconded by Norton. All in favor.

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

- Bids for Server Virtualization Software & Implementation; Centralized Shared Storage; Domain Software Upgrade and Review Ordinance approving and accepting an agreement by and between the City of Sedalia and Vital Support Systems for the City's computer system in the amount of \$129,526.69 were moved to full Council on motion by Monsees, seconded by LaStrada. All in favor.

With no further comments, the meeting closed at 6:55 p.m.

Respectfully submitted: Arlene Silvey, MRCC City Clerk



CITY OF SEDALIA, MISSOURI  
COUNCIL MEETING – NOVEMBER 19, 2012

The Council of the City of Sedalia, Missouri duly met on Monday, November 19, 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 Cross.

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 Galliher, seconded by Norton. All in favor.

- Pre-Council Meeting November 5, 2012
- Regular Council Meeting November 5, 2012

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:

Accepted the minutes of the Citizen's Traffic Advisory Commission dated October 10, 2012 on motion by Galliher, seconded by Monsees. All in favor.

ROLL CALL OF STANDING COMMITTEES:

PUBLIC SAFETY – REBECCA LASTRADA, CHAIRMAN – No Report

PUBLIC WORKS – WILEY WALTER, CHAIRMAN

Approved sole source quote from AL Scheppers Motor Company for repair of a 2001 International 4700 Dump Truck in the amount of \$13,130.87 on motion by Walter, seconded by Monsees. All in favor.

FINANCE & ADMINISTRATION – KENNETH NORTON, CHAIRMAN

Awarded bid for Server Virtualization Software & Implementation; Centralized Share Storage; Domain Software Upgrade to Vital Support Systems, Kansas City, MO in the amount of \$129,526.69 on motion by Galliher, seconded by LaStrada. All in favor.

NEW BUSINESS:

BILL NO. 2012-98, ORDINANCE NO. 10026 – AN ORDINANCE ACCEPTING AN EASEMENT FROM THE STATE OF MISSOURI FOR A NEW FIRE STATION (2600 W. 16<sup>th</sup>) was read once by title.

2<sup>nd</sup> Reading – Motion by Norton, 2<sup>nd</sup> by Monsees. All in favor.

Final Passage – Motion by Galliher, 2<sup>nd</sup> 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. 2012-99 – AN ORDINANCE ESTABLISHING A MID-BLOCK CROSSWALK ON WEST 3<sup>RD</sup> STREET BETWEEN SOUTH KENTUCKY AVENUE AND SOUTH OSAGE AVENUE IN THE CITY LIMITS OF THE CITY OF SEDALIA, MISSOURI was read once by title.

2<sup>nd</sup> Reading – Motion by Norton, 2<sup>nd</sup> by Monsees. All in favor.

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

Roll Call Vote: Voting “No” were Galliher, Turley, LaStrada, Monsees, Walter, Cross, Rowe and Norton. No one voted “Yes”. Bill No. 2012-99 FAILED.

BILL NO. 2012-100, ORDINANCE NO. 10027 – AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND VITAL SUPPORT SYSTEMS FOR THE CITY’S COMPUTER SYSTEM was read once by title.

2<sup>nd</sup> Reading – Motion by Norton, 2<sup>nd</sup> by Monsees. All in favor.

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

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

APPOINTMENTS: None.

BIDS:

- Virtualization Project – November 1, 2012

LIQUOR LICENSES:

The following Renewal Liquor License for Amanda Chambers dba Fitter’s 5th St Pub, 500 S. Ohio – Sunday Sales was read and approved on motion by Norton, seconded by Galliher. All in favor.

DEPARTMENT BILLS thru November 19, 2012 totaling \$270,987.43 were approved for payment on motion by Galliher, seconded by Turley. All in favor.

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:  
Mayor Horn reminded everyone that the Thanksgiving Lighting Ceremony at the Bothwell Hotel starts at 6:30 p.m. Fireworks begin at 7:00 p.m.

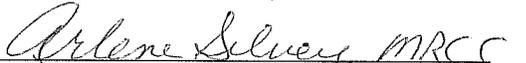
Councilman Norton wished everyone a Happy Thanksgiving.

GOOD & WELFARE: None.

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

THE CITY OF SEDALIA, MISSOURI

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

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

## CROWN HILL CEMETERY

Mayor Horn and Members of the City Council

Dec. 3, 2012

I would like to recommend that the City of Sedalia go with Robert Rollings Architects, LLC for the Design of the Crown Hill Cemetery Office / Workshop.

Construction documents and bidding are expected to take place by February 2013 with a construction timeline of 4-6 months.

Roger Waters-Director  
Crown Hill Cemetery

A handwritten signature in cursive script that reads "Roger Waters". The signature is written in black ink and is positioned below the typed name and title.



## MEMO

To: Gary Edwards, City Administrator  
From: John Simmons, Community Development Director  
Date: November 16, 2012  
Subject: Bids for Demolition

Attached you will find recommendations from Andrew Burt, Chief Building Official, for awarding the following demolition bids:

1619 East Fifth Street	Schultz Wrecking Service	\$ 800
1102 East 11 <sup>th</sup> Street	Morton Custom Contracting	\$ 3565
502 East Jackson	Morton Custom Contracting	\$ 4010

totaling \$8,375.00 for these three properties. The bids were procured according to City of Sedalia's purchasing policy and meet our demolition standards.

I concur with the recommendation and submit for your approval.

*City of Sedalia*

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MUNICIPAL BUILDING  
P.O. BOX 1707  
SEDALIA, MISSOURI 65302-1701

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TELEPHONE (660) 827-3000  
FAX (660) 827-3885

MEMO

To: John Simmons, Community Development Director   
From: Andrew S. Burt, Chief Building Official   
Date: November 14, 2012  
Subject: Bids for Demolition

In accordance with the City of Sedalia purchasing policy, we have obtained quotes for demolition of the structures located at the following properties:

**1619 East 5th**

Recommend awarding bid to Schultz Wrecking Service in the amount of \$800.00

**1102 East 11th**

Recommend awarding bid to Morton Custom Contracting in the amount of \$3,565.00

**502 East Jackson**

Recommend awarding bid to Morton Custom Contracting in the amount of \$4,010.00

All bids met the requirements as outlined in the City of Sedalia Demolition standards. A break down of bids is provided in Exhibit A.

Exhibit A

**1619 East 5th**

B & P Excavating	\$1,950.00
Morton Custom Contracting	\$1,000.00
Schultz Wrecking Service	\$800.00
Poort Excavating LLC	\$1,200.00

**1102 East 11th**

B & P Excavating	\$4,250.00
Morton Custom Contracting	\$3,565.00
Schultz Wrecking Service	\$3,600.00
Poort Excavating LLC	\$5,200.00

**502 East Jackson**

B & P Excavating	\$5,200.00
Morton Custom Contracting	\$4,010.00
Schultz Wrecking Service	\$4,400.00
Poort Excavating LLC	\$6,435.00

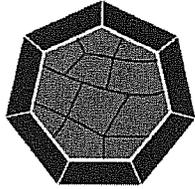
To: Gary Edwards  
From: Bill Beck  
Date: November 27, 2012  
Subject: Yard Waste Grinding #3 Change Order #1

I would like to recommend the City approve Change Order #1 for the Yard Waste Grinding #3 project. The change order is for final quantity adjustments.

This change order is for an increase of \$7,200.00 bringing the contract price to \$34,539.00. This is still under the amount budgeted for this year of \$60,000.00.

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





**SEPTAGON**  
CONSTRUCTION CO., INC.  
113 East Third Street, Sedalia, MO 65301  
660-827-5955 FAX: 660-826-8058  
www.septagon.com

11-20-12

Devin Lake  
City of Sedalia  
110 East Tower Rd.  
Sedalia, MO 65301

RE: Request for time extension.

Devin,

Per our previous conversations this letter serves as a formal request for a time extension on the Water Department Roof project. We are asking for a five business day time extension to the original contract. This would put the final completion date at 12/12/12 in lieu of the original 12/5/12 date.

The reason for the request was an unusually tight original schedule. Materials take a minimum of two weeks to get to site after they are ordered. It takes three days to put the order together and get it in the plant.

We will be close to getting this complete by the 5<sup>th</sup>, however do not want to take the chance of running over.

Sincerely,

Rick Schlesselman  
Roof Services Manager

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

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

**AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND PITTSBURGH CORNING CORPORATION, A MISSOURI CORPORATION.**

**WHEREAS**, the City of Sedalia, Missouri has received a proposal from Pittsburgh Corning Corporation, a Missouri corporation for a change in the sanitary sewer fees being paid to the City of Sedalia; and

**WHEREAS**, Pittsburgh Corning Corporation uses metered water in cooling towers in their production process and such water evaporates and does not go into the City of Sedalia's sanitary sewer system; and

**WHEREAS**, the City of Sedalia agrees with the above information and agrees not to charge Pittsburgh Corning Corporation for sanitary sewer charges for water that does not flow into the City of Sedalia's sanitary sewer system. The amount of flow in the sanitary sewer main upstream and downstream from Pittsburgh Corning was measured over the past year and the City of Sedalia agrees, again, to charge Pittsburgh Corning Corporation a sanitary sewer charge based upon 56% of metered water at the sewer use charge rate as more fully described in the proposed agreement attached to this ordinance and incorporated by reference herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Pittsburgh Corning Corporation in substantively the same form and content as the agreement has been proposed.

**Section 2.** The Mayor 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 3<sup>rd</sup> day of December, 2012.

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Presiding Officer of the Council

Approved by the Mayor of said City this 3<sup>rd</sup> day of December, 2012.

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Mary Elaine Horn, Mayor

ATTEST:

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Arlene Silvey, MRCC  
City Clerk

To: Gary Edwards  
From: Bill Beck  
Date: November 27, 2012  
Subject: Pittsburgh Corning Sanitary Sewer Rate Agreement

Pittsburgh Corning uses cooling water during their manufacturing process. A significant amount of the water that comes into the plant is evaporated. Therefore, the evaporated water should not be charged as water entering our sewer system.

In order to identify how much of this water does not go into the sewer system, the City installed a flow meter at the discharge point for Pittsburgh Corning Corp during the months of January and February 2012. This allowed us to get an average for their sewer discharge.

The amount of water discharged into our sewer system from Pittsburgh Corning is 56% of the total monthly metered water going into the plant. This agreement allows the amount billed for the sewer to be 56% of the metered water. This amount is the same as the previous year agreement.

The City will perform an annual inspection and flow analysis of the wastewater and adjust the agreement accordingly.

Thank you.

A handwritten signature in black ink, appearing to be the initials 'BJ' or similar, written in a cursive style.

## AGREEMENT

### PITTSBURGH CORNING CORP. AND THE CITY OF SEDALIA, MISSOURI FOR ADJUSTMENT TO SANITARY SEWER CHARGES

THIS AGREEMENT, entered into this \_\_\_\_\_, by the Pittsburgh Corning Corp., and the City of Sedalia, a municipal corporation and a third class City of the State of Missouri.

#### WITNESSETH:

WHEREAS, Pittsburgh Corning Corp. desires to enter into an agreement for a change in the sanitary sewer being paid to the City of Sedalia;

NOW, THEREFORE, in consideration of the mutual representation herein, the parties hereto agree as follows:

- A. Pittsburgh Corning Corp. uses metered water in cooling towers in their production process. This water is evaporated and does not go into the City of Sedalia sanitary sewer system.
- B. The City of Sedalia agrees the information in item A is true and does not wish to charge Pittsburgh Corning Corp. sanitary sewer charges for the water that does not go into the City of Sedalia sanitary sewer system.
- C. The City of Sedalia measured the amount of flow in the sanitary sewer main upstream and downstream of Pittsburgh Corning Corp. The amount of metered water discharging into the City of Sedalia sanitary sewer system ranges from 56% to 78% again this year.
- D. The City of Sedalia agrees to charges Pittsburgh Corning Corp. a sanitary sewer charge on 56% of the metered water at the sewer use charge rate schedule specified in the City of Sedalia Code of Ordinances.
- E. The city of Sedalia will measure the flow and recalculate the percentage being charged on an annual basis.

#### SECTION II - TERM OF AGREEMENT

The term of this agreement shall begin on January 1, 2013 and shall terminate on December 31, 2013. The agreement is will be renewed on an annual basis, unless amended or terminated upon mutual agreement and written notification of both parties.

#### SECTION IV - AGREEMENT AMENDMENT

The parties agree that no change or modification to this Agreement shall be of any force or effect unless the amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement. No work shall commence and no costs incurred in consequence of any amendment hereto unless and until such amendment has been executed and made a part of this Agreement.

#### SECTION V - AGREEMENT LIMITATIONS

It is understood that this Agreement constitutes the entire agreement between the parties hereto, and there are no other agreements or understandings, implied or expressed, except as set for the specifically in this Agreement.

SECTION VI - SEVERABILITY

If any one or more of the sections, sentences, clauses or parts of this Agreement, chapter or section shall for any reason be held invalid, the invalidity of such section, clause or part shall not affect or prejudice in any way the applicability and validity of any other provision of this Agreement.

SECTION VII - TERMINATION

This agreement may be terminated by either party provided a ninety-day written notice is provided to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in counterpart, each of which shall constitute an original on the day and year first above written.

CITY OF SEDALIA, MISSOURI

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

ATTEST:

\_\_\_\_\_  
Arlene Silvey, City Clerk, MRCC  
City of Sedalia, Missouri

Pittsburgh Corning Corp.

\_\_\_\_\_  
Plant Manager

ATTEST:

\_\_\_\_\_  
Secretary

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

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

**AN ORDINANCE ADDING SECTION 4-4 TO THE CODE OF ORDINANCES ALLOWING INTOXICATING LIQUOR AND NONINTOXICATING BEER TO BE TEMPORARILY STORED ON AIRPORT PROPERTY FOR CATERING PURPOSES AND ADDING AN AIRPORT DELIVERY/CATERING FEE TO THE CITY'S FEE SCHEDULE.**

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

**Section 1.** Section 4-3 (c) is added to read as follows:

“(c) Notwithstanding Sections 4-3 (a) and (b), the airport director, or his designee is allowed to temporarily store intoxicating liquor and nonintoxicating beer on airport property that will be placed on chartered aircraft as part of the airport’s catering services.”

**Section 2.** The City’s fee schedule is amended to add the following fee for the Sedalia Regional Airport: delivery/catering fee for chartered aircraft – 40% of the total costs of the food, beverage and other supplies.

**Section 3.** This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

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 3rd day of December, 2012.

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

Approved by the Mayor of said City this 3rd day of December, 2012.

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

ATTEST:

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

**SEDALIA REGIONAL AIRPORT  
MEMO**

To: Gary Edwards  
From: John Evans  
Subject: Liquor storage  
Date: November 28, 2012

Gary,

We would like to recommend adding an ordinance allowing the Airport to briefly store alcoholic beverages, under lock and key, to be placed on chartered aircraft. This will normally be on the premises no more than 24 hours.

**SEDALIA REGIONAL AIRPORT  
MEMO**

To: Gary Edwards  
From: John Evans   
Subject: Catering fees  
Date: November 28, 2012

Gary,

We are requesting an ordinance adding a 40% delivery/catering fee to our fee schedule.  
We are asking for this as soon as the ordinance is approved.

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

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

**AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND ROBERT ROLLINGS ARCHITECTS LLC FOR ARCHITECTURAL SERVICES RELATED TO THE CONSTRUCTION OF A NEW CROWN HILL CEMETERY OFFICE BUILDING.**

**WHEREAS**, The City of Sedalia, Missouri, received a proposal from Robert Rollings Architects LLC; and

**WHEREAS**, under the proposal, the City of Sedalia, Missouri, shall give the sum and amount of Eight and One-half percent (8.5%) of actual construction costs plus reimbursable expenses to Robert Rolling Architects LLC for architectural services related to the construction of a new Crown Hill Cemetery Office Building, 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 Robert Rolling Architects 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 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 3<sup>rd</sup> day of December 2012.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of December, 2012.

ATTEST:

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

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



**AIA**<sup>®</sup>

# Document B101<sup>™</sup> – 2007

## **Standard Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the Fourth day of December in the year Two Thousand Twelve  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

City Of Sedalia, Missouri  
200 S. Osage Avenue  
Sedalia, MO 65301  
Telephone Number: (660) 827-3000  
Fax Number: (660) 827-3885

and the Architect:  
*(Name, legal status, address and other information)*

Robert Rollings Architects LLC, Limited Liability Company  
1806 West Broadway  
Sedalia, MO 65301  
Telephone Number: 660-829-9751  
Fax Number: 660-829-9752

for the following Project:  
*(Name, location and detailed description)*

Crown Hill Cemetery Office Building  
Crown Hill Cemetery  
830 North Engineer Avenue  
Sedalia, Missouri 65301  
Approximate 800 square foot office building to house cemetery office, including accessible restroom, break area, storage and mechanical space. Anticipated to be wood frame, slab on grade.

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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## EXHIBIT A INITIAL INFORMATION

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

The project is an approximate 800 sf office building to house cemetery administration operations. Project is to be built according to city ordinance and code, and competitively bid.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Spring, 2013

.2 Substantial Completion date:

Fall, 2013

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

\$1,000,000.00 per occurrence.

.2 Automobile Liability

Not applicable.

.3 Workers' Compensation

Per Missouri law.

.4 Professional Liability

\$500,000.00 per occurrence; \$500,000.00 annual aggregate.

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building

systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

##### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 CONSTRUCTION PHASE SERVICES

#### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 SUBMITTALS**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

**§ 3.6.4.2** In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be

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entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### **§ 3.6.5 CHANGES IN THE WORK**

**§ 3.6.5.1** The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

### **§ 3.6.6 PROJECT COMPLETION**

**§ 3.6.6.1** The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## **ARTICLE 4 ADDITIONAL SERVICES**

**§ 4.1** Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1	Programming	
§ 4.1.2	Multiple preliminary designs	
§ 4.1.3	Measured drawings	
§ 4.1.4	Existing facilities surveys	
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	
§ 4.1.6	Building information modeling	
§ 4.1.7	Civil engineering	Coordinated by Architect
§ 4.1.8	Landscape design	4.2
§ 4.1.9	Architectural Interior Design (B252™–2007)	
§ 4.1.10	Value Analysis (B204™–2007)	
§ 4.1.11	Detailed cost estimating	
§ 4.1.12	On-site project representation	
§ 4.1.13	Conformed construction documents	
§ 4.1.14	As-Designed Record drawings	
§ 4.1.15	As-Constructed Record drawings	
§ 4.1.16	Post occupancy evaluation	
§ 4.1.17	Facility Support Services (B210™–2007)	
§ 4.1.18	Tenant-related services	
§ 4.1.19	Coordination of Owner’s consultants	
§ 4.1.20	Telecommunications/data design	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	
§ 4.1.22	Commissioning (B211™–2007)	
§ 4.1.23	Extensive environmentally responsible design	
§ 4.1.24	LEED® Certification (B214™–2007)	
§ 4.1.25	Fast-track design services	
§ 4.1.26	Historic Preservation (B205™–2007)	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

See attached proposal from Engineering Surveys and Services, dated November 12, 2012. Per Roger Waters telephone conversation on November 26, 2012, items 1, 2, and 4 in the proposal are approved; as is item 3 if necessary. Owner will be invoiced for these services at cost plus zero (0)%.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;

- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Eighteen ( 18 ) visits to the site by the Architect over the duration of the Project during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Eighteen ( 18 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request

from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

**§ 5.2** The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.5** The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.6** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

**§ 5.7** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 5.8** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.9** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**§ 5.10** Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

**§ 5.11** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

**§ 5.12** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and

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other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 GENERAL**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### **§ 8.2 MEDIATION**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and

filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

### **§ 8.3 ARBITRATION**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **§ 8.3.4 CONSOLIDATION OR JOINDER**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

#### **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

**§ 9.7** Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

**§ 9.8** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

| 8.5% of actual construction cost.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

| At hourly rates.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

| At hourly rates.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent ( 10.00 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty-five	percent (	25	%)
Design Development Phase	Twenty-five	percent (	25	%)
Construction Documents	Twenty-five	percent (	25	%)

Phase				
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
Principal	\$180.00/hour
Licensed Engineer/Architect	\$140.00/hour
Project Manager	\$125.00/hour
Associate Architect	\$105.00/hour
Senior CAD/BIM Drafter	\$95.00/hour
CAD Drafter	\$85.00/hour
Administrative/Clerical	\$55.00/hour

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent ( 10.00 %) of the expenses incurred.

**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Services rendered to date.

#### § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

10.00 % per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

To the maximum extent permitted by law, the Client agrees to limit the Architect's liability for the Client's damages to the sum of the Architect's fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Owner is responsible for compliance with applicable wage and hour laws; and financing and/or grant requirements.

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
  
- .3 Other documents:  
*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

Init.

This Agreement entered into as of the day and year first written above.

**OWNER**

**ARCHITECT**

*(Signature)*

Gary Edwards, City Administrator

*(Printed name and title)*

*(Signature)*

Robert Rollings, AIA, LEED AP, NCARB,  
Principal

*(Printed name and title)*

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997), Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:48:20 on 11/27/2012 under Order No.0475195201\_1 which expires on 07/23/2013, and is not for resale.

User Notes:

(1682073688)

## Certification of Document's Authenticity

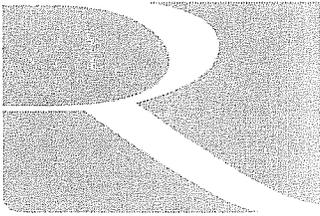
AIA® Document D401™ – 2003

I, Beverly Rollings, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:48:20 on 11/27/2012 under Order No. 0475195201\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



# Robert Rollings Architects, LLC

1806 W. Broadway Boulevard

Sedalia, Missouri 65301

660.829.9751 fax 660.829.9752

Mr. Roger Waters, Cemetery Director  
Crown Hill Cemetery  
830 North Engineer Avenue  
Sedalia, MO 65301

11 November, 2012

Re: Facility Office - Architectural Services Quote

Dear Mr. Waters,

Thank you for the opportunity to provide an architectural design services quote. After speaking with you and the other City representatives I have a fairly clear concept of what drawings and documents will be needed.

Robert Rollings Architects LLC proposes to provide construction documents consisting of a cover sheet (code and other miscellaneous information), partial architectural site plan with details, foundation plan with details, structural framing plans with details, floor plan with details, reflected ceiling plans, interior and exterior elevations, building and wall sections, door/window/finish schedules, miscellaneous construction details, mechanical system designs with details, and electrical system design with details. This proposal does not include civil engineering, site surveying, or storm water design but we have included a detailed proposal for these services from Engineering Surveys and Services that can be added for the fees listed.

All drawings will be sealed by a licensed design professional (architect or engineer) as required by the governing authorities. Material specifications are to be included with the drawings. AIA general conditions, requirements and agreements will be provided as a part of the bidding documents.

Three sets of construction documents will be provided at the completion of the design. Additional sets are available at the cost of reproductions.

The above services will result in an anticipated design fee of \$8,500 or 8.5% of construction costs (based on 800sqft @ \$125/sqft = \$100,000). Construction document completion and bidding of the project are expected to take place by February 2013 with a construction timeline of 4-6 months.

Please call with any questions you might have or to discuss these services further. If the above terms are acceptable, we will prepare an Owner/Architect Agreement based upon them.

Respectfully submitted,

Robert Rollings, AIA, LEED AP  
Principal

# Engineering Surveys and Services

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

Larry L. Hendren, PE, RG  
David A. Bennett, PE  
Timothy J. Reed, PLS  
Richard J. Rolsing, PE  
Chris M. Wickern, PLS  
Fred E. Carroz III, PLS  
Theron J. Broadfoot, PE  
Clinton D. Manderfeld, PE

Randall A. Lee, PE, RG  
Timothy J. O' Connor, PE  
Benjamin A. Ross, PE, PTOE  
Clifford S. Jarvis, PE  
Zachary K. Thomas, PE  
Matthew A. Kriete, PE  
Ross A. Kasmann, PE  
Gregory R. Nehring, PE

November 12, 2012

1775 West Main Street  
Sedalia, Missouri 65301  
Telephone 660-826-8618  
Facsimile 660-826-6158  
E-Mail [ess@ESS-Inc.com](mailto:ess@ESS-Inc.com)  
<http://www.ESS-Inc.com>

Mr. Robert Rollings  
Robert Rollings Architects  
1806 W. Broadway  
Sedalia, Missouri

RE: Crown Hill Cemetery Office  
Sedalia, Missouri

Dear Mr. Rollings:

Thank you for the opportunity to submit this proposal to provide professional engineering services on the referenced project. We understand the project includes a single-story office building and ancillary paved parking on an undeveloped site with the possibility of expansion in the future. Our proposal is based on the information you provided and the scope of work described below.

Our anticipated scope of work includes:

1. Topographic survey of the proposed site and the general area as needed for design. A boundary survey is not included in the scope of this proposal. Utility locations will be excluded from this survey – **\$1500**
2. Analyze the hydrologic characteristics of the site in pre-developed and post-developed conditions to determine the need for on-site stormwater detention – **\$2000**
3. If our analysis shows that stormwater detention will be necessary to satisfy the requirements of the City of Sedalia, we propose to design a compliant detention facility for the project – **\$1500**
4. Preparation of civil design plans, including a grading and drainage plan, a site layout plan, and any details and notes necessary for construction of the components of the civil design – **\$2000**

Exclusions from the scope of this proposal include:

1. Design or representation of existing and/or proposed utilities

Other Offices  
Columbia, Missouri • Jefferson City, Missouri

*Engineering Surveys and Services*

2. Preparation of project specifications
3. A Land Disturbance Permit and Storm Water Pollution Prevention Plan, given that the project site occupies less than one acre

We propose to provide one set of signed and sealed original drawings, three sets of copies on bond paper and one copy of all drawings on electronic media in Adobe pdf format.

As always, we propose to bill for these services on an actual time expended basis per our current Hourly Fee Schedule. We are prepared to begin work on this project immediately upon receipt of your notice to proceed. Based on project schedule, we estimate that the preliminary design plans could be completed within approximately three weeks for review and comment. Final documents are expected to be available within about two weeks following receipt of your comments.

We appreciate the opportunity to submit this proposal. If you have any questions, please do not hesitate to contact me.

Sincerely,

  
Abby McMullin, EI

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

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

**AN ORDINANCE REPEALING SECTION 1(a) OF ORDINANCE NO. 7488 DESIGNATING THE ALLEY BETWEEN SOUTH LIMIT AVENUE AND SOUTH WARREN AVENUE BETWEEN WEST 16<sup>TH</sup> STREET AND WEST 18<sup>TH</sup> STREET AS A 1-WAY ALLEY.**

WHEREAS, the Citizen's Traffic Advisory Commission received a request to repeal Section 1(a) of Ordinance Number 7488 which established the alley between South Limit Avenue and South Warren Avenue between West 16<sup>th</sup> Street and West 18<sup>th</sup> Street as a 1-way alley; and

WHEREAS, said alley has been improved into a street with two-way traffic; and

WHEREAS, said Commission has recommended that said request be granted.

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

**Section 1.** Section 1(a) of Ordinance No. 7488 is hereby repealed.

**Section 2.** The City's Street Department is authorized to remove any signs denoting the above listed restriction and the City Clerk is ordered to modify the City's Master Schedule of traffic restrictions accordingly.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 3<sup>rd</sup> day of December, 2012.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of December, 2012.

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

ATTEST:

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

# TRAFFIC ADVISORY COMMISSION REQUEST / SUGGESTION SUBMISSION FORM

Date Submitted:   6  /  1  /  2012  

Submitter=s Name:   Bill Beck, City of Sedalia  

Submitter=s Address:   200 S. Osage Avenue  

  Sedalia, MO 65301  

Submitter=s Phones:   660-827-3000  

Request / Suggestion:   Repeal part of Ordinance Number 7488.  

Reason needed / benefit anticipated:   Part of this ordinance established the alley between S. Warren Avenue and S. Limit Avenue and W. 16<sup>th</sup> Street and W. 18<sup>th</sup> Street as a one way alley. The alley has been improved into a street with two way traffic so this part of the ordinance is no longer needed.  

## TRAFFIC ADVISORY COMMISSION REVIEW

The city of Sedalia Traffic Advisory Commission reviewed this request/suggestion on:

  13<sup>th</sup>   day,   June  ,   2012   by a vote of   7   to   0  .

The Commission recommends that the City Council:   adopt   the submitted suggestion.  
(adopt/dismiss)

Attested to by Commission Chairman:   Donna Deembrock, 6/13/2012

BILL NO. 79-8

ORDINANCE NO.

7483

AN ORDINANCE DESIGNATING A ONE-WAY ALLEY AND  
A TWO-WAY ALLEY, IN THE CITY OF SEDALIA,  
MISSOURI.

Be it ordained by the Council of the City of Sedalia, Missouri,  
as follows:

Section 1. In accordance with the provisions of Section 16-4  
of the Sedalia City Code, certain alleys in the City of Sedalia,  
Missouri are hereby designated one-way and two-way, as follows:

(a) One-way traffic south bound on the alley between  
Warren Avenue and Limit Avenue from 16th Street to 18th Street, and

(b) Two-way traffic on the alley between Sixth Street and  
Seventh Street from Ohio Avenue to Osage Avenue.

Section 2. Any ordinance or parts of any ordinance not consis-  
tent with this ordinance but and the same are hereby repealed.

Section 3. This ordinance shall take effect and be in full force  
and effect from and after its passage and approval, and when signs  
are in place indicating the direction of lawful traffic movement on  
such alleys.

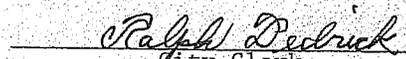
Read three times and passed by the Council of the City of Sedalia,  
Missouri on this 5th day of February, 1979.

  
\_\_\_\_\_  
President of the Council

Approved by the mayor of said city on this 5th day of February,  
1979.

  
\_\_\_\_\_  
Mayor

Attest with seal of said city:

  
\_\_\_\_\_  
City Clerk

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

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

**AN ORDINANCE ACCEPTING FOR CITY MAINTENANCE MCDONALDS AVENUE LOCATED BETWEEN SOUTH LIMIT AVENUE AND SOUTH WARREN AVENUE FROM WEST 16<sup>TH</sup> STREET TO WEST 18<sup>TH</sup> STREET WITHIN THE CITY OF SEDALIA, MISSOURI.**

**WHEREAS**, Perry Pelton, Area Real Estate Manager, Heartland Region, for McDonald's USA, LLC, has asked the City of Sedalia to accept McDonalds Avenue located between South Limit Avenue and South Warren Avenue from West 16<sup>th</sup> Street to West 18<sup>th</sup> Street for street maintenance; as said street improvements have been built to City specifications and standards within public rights-of-way.

**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 for City maintenance McDonalds Avenue located between South Limit Avenue and South Warren Avenue from West 16<sup>th</sup> Street to West 18<sup>th</sup> Street.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 3<sup>rd</sup> day of December 2012.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of December 2012.

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

ATTEST:

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

To: Gary Edwards  
From: Bill Beck  
Date: November 27, 2012  
Subject: Acceptance of McDonalds Avenue

I would like to recommend the City accept McDonalds Avenue for ownership and maintenance. The street was built to City specifications and inspected as it was installed.

We have received a letter from Perry Pelton of McDonald's USA, LLC requesting the City take ownership of this road that they constructed.

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

McDonald's USA, LLC  
Heartland Sales and Service Center  
10801 Mastin Blvd, Suite 400  
Overland Park, KS 66210  
(913) 217-3800  
Fax: (913) 217-3801

November 26, 2012

City of Sedalia  
Public Works Director  
200 S. Osage Avenue  
Sedalia, Mo 65301

RE: Acceptance of McDonalds Avenue

Mr. Beck,

On behalf of McDonald's USA, LLC, I would like to request the City of Sedalia take over ownership and maintenance of McDonalds Avenue. The road was built to city specifications and inspected by a City inspector as it was being built.

McDonald's installed stop signs on the exit points of McDonalds Avenue at 16<sup>th</sup> Street and 20<sup>th</sup> Street.

Thank you,



Perry Pelton  
Area Real Estate Manager  
Heartland Region  
McDonald's USA, LLC

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

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

**AN ORDINANCE ESTABLISHING STOP SIGNS ON MCDONALDS AVENUE AT THE INTERSECTIONS WITH WEST 16<sup>TH</sup> STREET AND WEST 18<sup>TH</sup> STREET IN THE CITY OF SEDALIA, MISSOURI.**

**WHEREAS**, the City of Sedalia, Missouri has accepted for street maintenance McDonalds Avenue located between South Limit Avenue and South Warren Avenue from West 16<sup>th</sup> Street to West 18<sup>th</sup> Street; and

**WHEREAS**, said McDonalds Avenue is a street with two-way traffic and stop signs have been requested to be established on McDonalds Avenue at its intersection with West 16<sup>th</sup> Street and West 18<sup>th</sup> Street.

**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 the establishment of stop signs on McDonalds Avenue at its intersection with West 16<sup>th</sup> Street and West 18<sup>th</sup> Street.

**Section 2.** The City Street Department is ordered to place signs accordingly and the City Clerk is ordered to modify the City's Master Schedule of Traffic Restrictions accordingly.

**Section 3.** This ordinance shall take effect and be in full force from and after its passage by the City Council and approval by the Mayor.

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 3<sup>rd</sup> day of December 2012.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of December 2012.

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

ATTEST:

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

# TRAFFIC ADVISORY COMMISSION REQUEST / SUGGESTION SUBMISSION FORM

Date Submitted:   6  /  1  /  2012  

Submitter=s Name:   Bill Beck, City of Sedalia  

Submitter=s Address:   200 S. Osage Avenue  

  Sedalia, MO 65301  

Submitter=s Phones:   660-827-3000  

Request / Suggestion:   Stop sign on McDonalds Avenue at W. 16<sup>th</sup> Street.  

Reason needed / benefit anticipated:   The alley behind McDonalds was improved  
Into a street with two way traffic. A stop sign needs to be installed at W. 16<sup>th</sup> Street.  

## TRAFFIC ADVISORY COMMISSION REVIEW

The city of Sedalia Traffic Advisory Commission reviewed this request/suggestion on:

  13<sup>th</sup>   day,   June  ,   2012   by a vote of   7   to   0  .

The Commission recommends that the City Council:   adopt   the submitted suggestion.  
(adopt/dismiss)

Attested to by Commission Chairman:   Donna Heenderick  ,   6/13 / 2012

# TRAFFIC ADVISORY COMMISSION REQUEST / SUGGESTION SUBMISSION FORM

Date Submitted:   6  /  1  /  2012  

Submitter=s Name:   Bill Beck, City of Sedalia  

Submitter=s Address:   200 S. Osage Avenue  

  Sedalia, MO 65301  

Submitter=s Phones:   660-827-3000  

Request / Suggestion:   Stop sign on McDonalds Avenue at W. 18<sup>th</sup> Street.  

Reason needed / benefit anticipated:   The alley behind McDonalds was improved  
Into a street with two way traffic. A stop sign needs to be installed at W. 18<sup>th</sup> Street.  

## TRAFFIC ADVISORY COMMISSION REVIEW

The city of Sedalia Traffic Advisory Commission reviewed this request/suggestion on:

  13<sup>th</sup>   day,   June  ,   2012   by a vote of   7   to   0  .

The Commission recommends that the City Council:   adopt   the submitted suggestion.  
(adopt/dismiss)

Attested to by Commission Chairman:   Donna Heembrock  ,   6/13/2012

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

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

**AN ORDINANCE ADOPTING NO PARKING ON BOTH SIDES OF MCDONALDS AVENUE  
IN THE CITY LIMITS OF THE CITY OF SEDALIA, MISSOURI.**

**WHEREAS**, the Citizen's Traffic Advisory Commission received a request that a no parking zone be established for both sides of McDonalds Avenue as the street is not wide enough to have parked motor vehicles and still have a good flow of traffic; and

**WHEREAS**, said Commission has recommended that said request be granted.

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

**Section 1.** A "no parking" zone is hereby established along the entire length of both sides of McDonalds Avenue.

**Section 2.** The City's Street Department is authorized to erect any signs denoting the above listed parking restriction and the City Clerk is ordered to place this traffic restriction in the City's Master Schedule of traffic restrictions.

**Section 3.** This ordinance shall be in full force and effect from and after its passage and approval and after the erection of proper signage.

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 3<sup>rd</sup> day of December, 2012.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of December, 2012.

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

ATTEST:

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

# TRAFFIC ADVISORY COMMISSION REQUEST / SUGGESTION SUBMISSION FORM

Date Submitted:   6  /  1  /  2012  

Submitter=s Name:   Bill Beck, City of Sedalia  

Submitter=s Address:   200 S. Osage Avenue  

  Sedalia, MO 65301  

Submitter=s Phones:   660-827-3000  

Request / Suggestion:   No parking on McDonalds Avenue.  

Reason needed / benefit anticipated:   The alley behind McDonalds was improved into a street with two way traffic. The street is not wide enough to have parked cars and still have a good flow of traffic.  

## TRAFFIC ADVISORY COMMISSION REVIEW

The city of Sedalia Traffic Advisory Commission reviewed this request/suggestion on:

  13<sup>th</sup>   day,   June  ,   2012   by a vote of   7   to   0  .

The Commission recommends that the City Council:   adopt   the submitted suggestion.  
(adopt/dismiss)

Attested to by Commission Chairman:   Donna Heemlerock, 6/13/2012

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

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

**AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND SEDALIA MUNICIPAL PUBLIC LIBRARY DISTRICT.**

**WHEREAS**, the Council of the City of Sedalia, Missouri and the Board of Trustees for the Sedalia Municipal Public Library District desire to enter into a financing and reimbursement agreement concerning the repairs and reconstruction to be made to the Sedalia Public Library. The terms of the agreement are in the proposed agreement attached to this ordinance and incorporated by reference herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri, and Board of Trustees for the Sedalia Municipal Public Library District in substantively the same form and content as the agreement has been proposed.

**Section 2.** The Mayor 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 3rd day of December 2012.

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

Approved by the Mayor of said City this 3rd day of December 2012.

ATTEST:

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

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

**LIBRARY IMPROVEMENTS FINANCING AGREEMENT**

**BETWEEN**

**THE CITY OF SEDALIA, MISSOURI**

**AND**

**SEDALIA MUNICIPAL LIBRARY DISTRICT**

**THIS LIBRARY IMPROVEMENTS FINANCING AGREEMENT** (the “Agreement”) dated as of December 4, 2012, between the **CITY OF SEDALIA, MISSOURI**, a city of the third class and political subdivision organized under the laws of the State of Missouri (the “City”) and the **SEDALIA MUNICIPAL LIBRARY DISTRICT**, a municipal library district and political subdivision organized and existing under the laws of the State of Missouri (the “Library District”).

**WITNESSETH:**

**WHEREAS**, the City and the Library District are authorized pursuant to Sections 70.210 to 70.320 of the Revised Statutes of Missouri, as amended (“RSMo”), to contract and cooperate with each other for the planning, development, construction, acquisition or operation of any public improvement or facility within the scope of their individual powers and the City is authorized pursuant to Section 67.250, RSMo, to provide City funds for the support of the Library District, which funds may be used by the Library District for repairs, replacements and capital improvements; and

**WHEREAS**, the City and the Library District desire to cooperate in the financing and undertaking of repairs and renovations (the “Library Project,” as further described on **Exhibit A** hereto) to the existing Sedalia Carnegie Library, which will be restored for the mutual use and benefit of the citizens of the City and the patrons of the Library District; and

**WHEREAS**, the City is in the process of issuing certificates of participation (the “Series 2012 Certificates”) for the purpose of providing funds to finance, among other improvements and projects, the Library Project; and

**WHEREAS**, the City and the Library District desire to enter into an agreement setting out the terms under which the Library Project will be financed, completed and used and providing for the repayment of the portion of the Series 2012 Certificates allocated to the Library Project.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the City and the Library District covenant and agree as follows:

**Section 1. Definitions.** The following words and terms used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

“**Agreement**” means this Library Improvements Financing Agreement, as amended and

supplemented from time to time in accordance with the terms hereof.

**“Certificates”** means the Series 2012 Certificates and any obligations issued to refund the Series 2012 Certificates.

**“Certificate Payment Fund”** means the fund by that name created under the Indenture.

**“City”** means the City of Sedalia, Missouri.

**“Completion Date”** means the date of completion of the Library Project, as certified by the Library District to the City.

**“Construction Contracts”** means the construction contracts which have been or will be entered into by the Library District and which will incorporate the Plans and Specifications.

**“Delinquent Debt Service”** means all amounts of principal and interest which have become due with respect to the Library Project Certificates but have not been paid by the Library District.

**“Disbursement Request”** shall have the meaning provided in the Indenture.

**“Indenture”** means the Indenture of Trust related to the Series 2012 Certificates, and any amendments and supplements thereto.

**“Lease”** means the Lease Purchase Agreement related to the Series 2012 Certificates, and any amendments and supplements thereto.

**“Library District”** means the Sedalia Municipal Library District, also known as the Sedalia Public Library.

**“Library Project”** means the project described on **Exhibit A** hereto.

**“Library Project Certificates”** means that portion of the Certificates allocated by the City to the Library Project under **Section 2** of this Agreement.

**“Library Project Deposit”** means the amount of \$1,500,000.

**“Operating Levy Increase”** has the meaning given to it in **Section 7** of this Agreement.

**“Plans and Specifications”** means the plans and specifications prepared for and showing the Library Project, as amended by the Library District from time to time prior to the Completion Date, which plans and specifications are on file with the Library District and shall be available for reasonable inspection by the City and its duly appointed representatives.

**“Project Fund”** means the fund by that name created under the Indenture.

**“Sedalia Carnegie Library”** means the library building located at 311 West Third Street in Sedalia, Missouri.

**“Series 2012 Certificates”** means the City of Sedalia, Missouri Certificates of Participation, Series 2012, issued in two series under the Indenture.

**“Special Counsel”** means Gilmore & Bell, P.C. or any other attorney or firm of attorneys (which is mutually acceptable to the City and the Library District) of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America.

**“Trustee”** means the bank or trust company serving as Trustee under the Indenture, in its capacity as Trustee thereunder.

## **Section 2. Delivery of the Series 2012 Certificates; Allocation.**

(a) The City shall cause to be issued and delivered the Series 2012 Certificates, in part to provide funds for the Library Project. The City shall allocate a portion of the Series 2012 Certificates to the Library Project (the portion so allocated being the “Library Project Certificates”) in a principal amount sufficient, after allocating a portion of other proceeds of the Series 2012 Certificates for costs of issuance and any funded reserves, to provide the Library Project Deposit in the Construction Fund; provided that the Library Project Certificates shall have an aggregate principal amount no greater than \$1,600,000, shall have no payment of principal due prior to 2014, shall have a final maturity not later than 2032, shall have substantially level debt service after the first payment of principal with annual debt service requirements no greater than \$120,000 in any calendar year, and shall bear interest at various interest rates not to exceed a true interest cost of 4.5% per annum.

(b) The City shall have the right, without the consent of the Library District, to refund the Certificates and to allocate a portion of the refunding obligations as Library Project Certificates, provided that such reallocation of Library Project Certificates does not increase either the total amount required to be paid by the Library District under this Agreement or the amount required to be paid by the Library District under this Agreement in any calendar year and provided that the reallocation otherwise complies with the restrictions set out in subsection (a) above. The City may reallocate the Library Project Certificates at any time without complying with the foregoing restrictions provided that the City obtains the written consent of the Library District signed by the President of the Board of Trustees.

(c) The City shall, at the time of issuance of the Series 2012 Certificates and at the time of any subsequent reallocation of Library Project Certificates, provide to the Library District a debt service schedule for the Library Project Certificates.

## **Section 3. Acquisition, Construction and Installation of the Library Project.**

(a) The Library District will acquire, construct and install the Library Project in accordance with the Construction Contracts and the Plans and Specifications. The Library District may make minor changes in and to the Construction Contracts and the Plans and Specifications incorporated therein, but major changes shall only be made with the approval of the City. The Library District agrees that it will use its best efforts to cause the Library Project to be completed as soon as practicable with all reasonable dispatch.

(b) All contracts entered into or to be entered into by the Library District relating to the Library Project will be in accordance with all applicable requirements of the laws of the State of Missouri, including public bidding requirements, and the Library District will obtain performance and labor and material payment bonds with respect to the Construction Contracts in the full amount of the Construction Contracts from surety companies qualified to do business in the State of Missouri.

#### **Section 4. Disbursement of Funds for the Library Project.**

(a) From the proceeds of the Series 2012 Certificates, the City shall make available the Library Project Deposit to the Library District for the payment of costs of the Library Project pursuant to the provisions of this Section and subject to the requirements of the Indenture.

(b) The City and the Library District shall cooperate to produce Disbursement Requests for costs of the Library Project and to submit such Disbursement Requests to the Trustee pursuant to **Section 4.04** of the Indenture. The Library District shall provide to the City invoices, statements, vouchers or bills for all amounts to be submitted in a Disbursement Request and any lien waivers required to be submitted with such Disbursement Request. The City shall, within 5 business days after receiving (1) a request by the District to submit a Disbursement Request for costs of the Library Project and (2) all necessary supporting documentation for such Disbursement Request required under the Indenture, submit a properly executed Disbursement Request for such costs to the Trustee.

(c) The City shall maintain records of the Disbursement Requests paid by the Trustee from funds held under the Indenture. The City shall not be required to request amounts for disbursement to pay costs of the Library Project in excess of the Library Project Deposit, provided that if all or any portion of a Disbursement Request is rejected by the Trustee, the City shall cooperate with the Library District to correct or substitute Disbursement Request(s) to the extent necessary to make the full Library Project Deposit available for costs of the Library Project.

(d) To the extent that the moneys disbursed by the Trustee are insufficient to pay fully all costs of the Library Project and to complete fully the Library Project lien free, the Library District shall pay, but only from legally available funds, the full amount of any such deficiency by making payments directly to the contractors for the Library Project and to the suppliers of materials and services as the same become due; provided that the Library District's obligation to pay any such deficiency shall be limited to its current budgeted appropriations for the Library Project, and the Library District shall have no obligation to appropriate additional funds therefor.

(e) The Completion Date of the Library Project shall be certified to the City by delivery of a certificate signed by an officer of the Library District (the "Completion Certificate") stating (i) the date on which the Library Project was substantially completed, (ii) that, except for costs described in accordance with clause (iii), all costs of the Library Project have been paid, and (iii) the amounts, if any, to be retained in the Construction Fund for the payment of costs of the Library Project, if any, not yet due or the liability for which the Library District is contesting, and amounts that otherwise should be retained and the reasons they should be retained. The Completion Certificate may state that it is given without prejudice to any rights of the Library District that then exist or may subsequently come into being against third parties.

(f) Any portion of the Library Project Deposit remaining in the Construction Fund (other than amounts to be retained in the Construction Fund to pay any remaining costs of the Library Project as specified in the Completion Certificate) shall be transferred to the Certificate Payment Fund as directed in the Indenture and shall be credited against the amounts required to be paid by the Library District under **Section 6** of this Agreement in the following manner:

(i) First, against the balance of any Delinquent Debt Service at the time outstanding and unpaid; and

(ii) Second, against the principal amount of the last maturity (or maturities, to the extent of the remaining funds) of the Library Project Certificates, provided that there shall be no

corresponding reduction in the amounts to be paid by the Library District as interest on the Library Project Certificates unless a reallocation occurs under **Section 2(b)** hereof in connection with a refunding of the Certificates.

**Section 5. Use of the Library Project.** The Library District understands that the use of the Sedalia Carnegie Library, as improved by the Library Project, is treated as the direct use of proceeds of the Series 2012 Certificates. The Library District hereby covenants and agrees that it will not use the Sedalia Carnegie Library in any manner that constitutes a “private business use” without obtaining and providing to the City an opinion of Special Counsel that such use will not result in the interest on any tax-exempt Certificates then outstanding becoming included in gross income for federal and Missouri income tax purposes. The term “private business use” means ownership or lease by, or other use in the trade or business of, a nongovernmental person, as set forth in Treasury Regulations § 1.141-3. The Library District understands that (1) any activity carried on by a nongovernmental person other than a natural person is treated as a trade or business; (2) private business use can arise from the lease or sublease to a nongovernmental person of all or any portion of the Sedalia Carnegie Library; and (3) use of the Sedalia Carnegie Library may constitute private business use if a nongovernmental person has special legal entitlements with respect to all or a portion of the Sedalia Carnegie Library under an arrangement with the Library District.

**Section 6. Payments by the Library District.** In consideration of the provision of funds pursuant to this Agreement for expenditure on the Library Project, the Library District agrees to the following:

(a) Beginning on February 1, 2013 and continuing on each February 1 so long as any Library Project Certificates are outstanding, the Library District will pay to the City the amount of \$35,000.

(b) If the Operating Levy Increase is approved by the voters of the Library District, then the Library District shall make the following payments to the City:

(i) Beginning on February 1 of the calendar year following the first levy of the Operating Levy Increase and continuing on each February 1 so long as any Library Project Certificates are outstanding, the Library District will pay to the City (A) the amount of the principal and interest coming due on the Library Project Certificates in the then-current calendar year (payments made under this subsection (b)(i) shall be in lieu of the payments otherwise required under subsection (a) above) and (B) to the extent of any outstanding and unpaid Delinquent Debt Service, all amounts received by the Library District from the collection of the Operating Levy Increase levied during the prior calendar year which are in excess of the payment required by subsection (b)(i)(A) above; and

(ii) Beginning on the first February 1 after the final maturity of the Library Project Certificates and continuing on each February 1 thereafter until all principal and interest on the Library Project Certificates has been paid to the City, the Library District will pay to the City the greatest of (A) the amount received by the Library District from the collection of the Operating Levy Increase levied during the prior calendar year, (B) the amount necessary to pay the remaining unpaid principal and interest on the Library Project Certificates in 25 substantially equal payments or (C) \$35,000.

(c) If the Operating Levy Increase is not approved by the voters of the Library District, then the Library District shall make the following payments to the City:

(i) So long as any Library Project Certificates are outstanding, the Library District

will make payments to the City in the amounts and at the times required by subsection (a) of this Section; and

(ii) Beginning on the first February 1 after the final maturity of the Library Project Certificates and continuing on each February 1 thereafter until all principal and interest of the Library Project Certificates has been paid to the City, the Library District will pay to the City the greater of (A) the amount necessary to pay the remaining unpaid principal and interest on the Library Project Certificates in 25 substantially equal payments or (B) \$35,000.

(d) In no event shall the Library District be required under this Section to pay any amount in excess of the total principal and interest on the Library Project Certificates. In the event that the payments to be made by the Library District under this Section are insufficient to pay the principal and interest on the Library Project Certificates when due under the Indenture, no additional interest shall accrue on the unpaid balance.

(e) The Library District's obligations under this Agreement shall constitute currently budgeted expenditures of the Library District, shall be appropriated from year to year only, and shall not constitute a mandatory charge or requirement in any fiscal year beyond the then current fiscal year, nor obligate the Library District to budget or appropriate moneys beyond the current fiscal year. During the term of this Agreement, the Library District covenants and agrees (1) to cause to be included in the Library District's budget submitted to the Board of Trustees prior to each fiscal year a request or requests for the amount necessary to pay the amounts required by this Section, and (2) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of monies appropriated to pay such amount, but the final decision regarding whether to appropriate funds and the amount to be appropriated shall be made by the Board of Trustees of the Library District.

#### **Section 7. Operating Levy Increase.**

(a) The Library District shall request voter approval in the general municipal election on April 2, 2013 on the question of raising the operating tax levy of the District (the "Operating Levy Increase"). The amount stated in the ballot question shall be sufficient to provide for the principal and interest on the Library Project Certificates as such amounts become due. If a sunset provision is included in the ballot question, the Operating Levy Increase shall not terminate prior to 2032.

(b) If the Operating Levy Increase is not approved by the voters of the Library District at the April 2, 2013 election, the Library District shall request voter approval for the Operating Levy Increase in at least one election in each calendar year through and including calendar year 2015. The Library District may, in its sole discretion, request voter approval for the Operating Levy Increase in subsequent elections.

**Section 8. Amendments.** This Agreement shall not be amended nor modified in any manner unless in writing and approved and executed under the authority of the City Council of the City and the Board of Trustees of the Library District.

**Section 9. Term of Agreement.** This Agreement shall become effective upon its execution by both parties and shall continue so long as any payments remain to be made hereunder.

**Section 10. Governing Law; Nonassignability.** This Agreement shall be governed by the laws of the State of Missouri, and the rights hereunder may not be assigned by either party.

**Section 11. Severability.** If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be

affected thereby.

**Section 12. Execution in Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

**Section 13. Electronic Transactions.** The arrangement described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

*[remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the date first above written.

**CITY OF SEDALIA, MISSOURI**

By \_\_\_\_\_  
Mayor

**SEDALIA MUNICIPAL LIBRARY DISTRICT**

By \_\_\_\_\_  
President of the Board of Trustees

## **EXHIBIT A**

### **THE LIBRARY PROJECT**

The Library Project consists of repairs, renovations and improvements to the Sedalia Carnegie Library including structural and foundation repairs and other improvements to the interior and exterior of the building.

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF SEDALIA, MISSOURI AUTHORIZING THE MAYOR TO SEND A LETTER TO THE MISSOURI UNITED STATES SENATORS CLAIRE MCCASKILL AND ROY BLUNT AND 4<sup>TH</sup> CONGRESSIONAL DISTRICT REPRESENTATIVE VICKY HARTZLER RELATING TO SUPPORT ANY LEGISLATIVE ACTIONS THAT WOULD PROTECT AND EXTEND THE CURRENT TAX TREATMENT OF MUNICIPAL BONDS.**

**WHEREAS**, in 2009-2010, municipalities were allowed to issue debt for the funding of infrastructure projects through the Build America Bonds Program. In 2010, the City of Sedalia Missouri took advantage of this program for \$30 million in sewer improvements; and

**WHEREAS**, the complete or partial elimination of the tax exempt status of municipal bonds is currently on the list of potential Congressional solutions to prevent the national from going over the Fiscal Cliff; and

**WHEREAS**, any elimination or reduction of the tax exempt status of municipal bonds as well as the Fiscal Cliff actually occurring could negatively impact the City of Sedalia and its citizens.

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

**Section 1.** The Council of the City of Sedalia, Missouri hereby authorizes the Mayor to send a letter to the Missouri 4<sup>th</sup> Congressional Representative Vicky Hartzler and United States Senators Claire McCaskill and Roy Blunt to support any legislative actions that would protect and extend the current tax treatment of municipal bonds.

**Section 2.** This resolution shall be in full force and effect from and after its passage and approval.

**PASSED** by the Council of the City of Sedalia, Missouri this 3<sup>rd</sup> day of December, 2012.

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

ATTEST:

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



## OFFICE OF THE CITY ADMINISTRATOR

**To:** Mayor and City Council  
**From:** Gary Edwards, City Administrator  
**Date:** 11-27-12  
**Re:** Fiscal Cliff

The Fiscal Cliff you have been hearing so much about in the national news media, could have an impact on Sedalia.

The elimination of the tax exempt status of municipal bonds is on the current list of potential reductions if Congress allows the nation to go over that cliff. In 2009 and 2010 municipalities were allowed to issue debt to fund infrastructure projects through the popular Build America Bonds (BAB) program with its 35% interest subsidy on behalf of the issuers of the debt. This made city infrastructure projects affordable. In 2010, the City of Sedalia took advantage of the federal program for its current \$30 million sewer improvements. With the deadlock in Washington over the fiscal cliff debate, the BAB subsidy is in jeopardy and if allowed to collapse, could impact municipal budgets. Fortunately, a BAB payment is not due until late Spring, so Sedalia has until June for Congress to work out a solution. In the meantime, the City Council is being asked to send the enclosed letter to our two U.S. Senators and our U.S. Representative indicating that it is important that the fiscal cliff problem be solved. Cities across the State and the U.S. would be impacted by this development.

The Honorable Claire McCaskill, US Senate  
915 E. Ash St.  
Columbia, Missouri 65201

The Honorable Roy Blunt, US Senate  
308 East High Suite #202  
Jefferson City, MO 65101

Dear Senator:

I am aware that there is concern over the growing level of federal debt and I am also aware that Congress may face difficult financial decisions late this year or early in 2013. Earlier attempts by Congress to broker a deal to reduce deficit spending were not successful and resulted in the Budget Control Act of 2011.

One of the issues that is still on the table for discussion is the elimination or significant reduction in the use of municipal bonds which are exempt from federal income taxes. I have read that the Congressional Research Service projects that eliminating the tax exemption would cut deficits by \$30 billion through 2020. This is not an inconsequential amount and certainly is an inviting target.

Over the last century elimination of this essential financing tool for local governments has been the subject of several congressional attempts and at least two Supreme Court cases. In every political dispute to date on this topic, policy leaders have eventually recognized that eliminating the tax exemption shifts costs from the federal government to local governments and that revenue generation is far less than projected.

Tax exempt municipal bonds have played a crucial role in the development of our \$30 million dollar sewer project and are likely fill a similar role as we face new challenges in the coming decades. I urge you in the strongest manner possible to oppose either proposed budgets or legislative actions that would end this long standing provision in the US Tax Code. I urge you with equal commitment to support any legislative actions that would protect and extend the current tax treatment of municipal bonds.

My position is based on the following facts:

1. The timing could not be worse. EPA is implementing new water discharge rules that could require significant investment by our city in new equipment.
2. This action effectively becomes an outsourcing of federal tax increases to state, county and local government, because it raises the cost of federally mandated projects. Those higher costs have to be shifted to local residents.
3. This action is a prime example of unfunded mandates which I believe you have opposed in the past.
4. The proposed change in the tax code eliminates an important investment option for retired individuals at a time when other investments have become less secure. Over 99% of all municipal bonds have paid interest and principal as promised

5. This action would reduce local public construction projects which create jobs. Elimination or restrictions on financing will result in higher unemployment rates just as the economy begins a turn-around.
6. Restrictions on affordable financing because of Congressional action will create greater pressure on Congress to provide direct funding for roads, bridges, schools, and sanitation projects.

Thank you for your consideration of the issues I've raised. I look forward to your response explaining how you will act to protect the existence of municipal bonds that are free from federal taxes.

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF SEDALIA, MISSOURI SUPPORTING THE LIBERTY CENTER ASSOCIATION FOR THE ARTS IN THEIR EFFORT OF BECOMING A COMMUNITY ARTS PILOT FOR SEDALIA, MISSOURI.**

**WHEREAS**, the University of Missouri Extension is spearheading a community arts pilot project and are looking for a pilot community to help enhance the arts to help drive the community's economy; and

**WHEREAS**, said project is a two-year program with the intention to use information to help develop other cities across the state in the same manner and eventually be a model for the nation; and

**WHEREAS**, Sedalia is one of six communities competing to be selected as a pilot community and the Liberty Center Association for the Arts has submitted their application for said project.

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

**Section 1.** The City of Sedalia supports the Liberty Center Association for the Arts in their effort of becoming a community arts pilot for Sedalia, Missouri.

**Section 2.** This resolution shall be in full force and effect from and after its passage and approval.

**PASSED** by the Council of the City of Sedalia, Missouri this 3<sup>rd</sup> day of December, 2012.

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

ATTEST:

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

## Jason Myers

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**From:** Liberty Center Association for the Arts <lcaa@iland.net>  
**Sent:** Wednesday, November 28, 2012 6:42 PM  
**To:** Jason Myers  
**Subject:** Resolution of Support for LCAA  
**Attachments:** Community Arts Pilot Project Application.pdf

Hi Jason,

This project is being spearheaded by the MU Extension. They are looking for a pilot community to help enhance the arts in order to help drive the communities economy. Sedalia is one of six communities competing to be selected as the pilot community. I understand it is a two year program and the plan is to then use the information to help develop other cities across the state in the same way. Eventually it would be a model for the nation. I am attaching our application, which was submitted back in September (Phase II), so you may gather other needed information for the resolution.

We are currently working on the final phase which is Phase V. Phase V is the proposal of how we see the arts driving the economy and the MU students helping realize the proposal. The mayor attended this event where we shaped what would go into the proposal. It starts with creating an arts coalition and from the coalition we hope to have a variety of events focusing on the arts. Many of the items listed in our application will not go into our proposal.

Please let me know if I need to be present at the council meeting.

Thanks so much for your help.

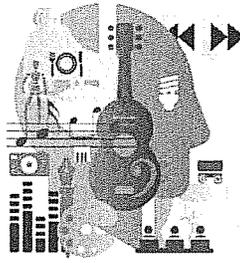
Terri Ballard  
Executive Director

Liberty Center Association for the Arts  
111 West Fifth Street  
Sedalia MO 65301

(660) 827-3228  
[www.lcaasedalia.com](http://www.lcaasedalia.com)  
e-mail: [lcaa@iland.net](mailto:lcaa@iland.net)

**CONFIDENTIALITY NOTICE:** This electronic communication including any attachments is from the Liberty Center Association for the Arts and is confidential, privileged, and intended only for the use of the recipient(s) named above. Any unauthorized review, use, disclosure, or distribution is prohibited. If you have received this transmission in error, please notify the sender and delete all copies from your system.

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



## Community Arts Pilot Project Application

Deadline for the completed application is 11:59 p.m. September 20, 2012. You will find directions on delivery of the application on the last page of the application form. Please be concise, thorough but brief in your answers.

### Community Profile

1. Name of Community: Sedalia County: Pettis
  
2. Person filling out application:  
Name: Terri Ballard  
Email: [lcaa@iland.net](mailto:lcaa@iland.net)  
Phone #: (660) 827-3228  
Address: 111 West Fifth, Sedalia MO 65301
  
3. What are some of the strengths and assets of your community? Think broadly, including assets in the areas of human, cultural, social/organizational, economic, natural environment, and the built environment. (As examples these could include: Conservation Department land nearby, bike trail, strong volunteer network, revitalized downtown, immigrant population, or a community or family foundation.)
  - Regional Market Center comprised of a diverse economic base including nearby Whiteman Air Force Base
  - West Central Missouri geographic connection and access to Katy Trail
  - Downtown Revitalization -- DREAM designation chosen as first round recipient by Gov. Blunt
  - Community Art & Culture is featured included in the City of Sedalia's Master Plan
  - Tourism Destination Package is a comprehensive community marketing campaign led by the CVB
  - Community Art Destination is a priority of Community Blue Ribbon Strategic Plan & LCAA Plan
  - Community Art Offerings are varied in number of performing and visual arts organizations
  - Large population of Hispanic and Ukrainian immigrants.
  - Katy Trail State Park goes through city
  - Home of the Missouri State Fair and Fairgrounds
  - Bothwell Lodge State Park
  - State Fair Community College
  
4. What is unique to your community?
  - Music: Scott Joplin International Ragtime Festival - Sedalia Symphony - Park Band -
  - Visual Art: Daum Museum of Contemporary Art - Public Art Initiative - Sedalia Visual Art Association
  - Performing Arts: Liberty Center Association for the Arts / Sedalia Community Theater
  - Cultural Heritage: Historic Katy Depot Landmark - Missouri State Fairgrounds - Ag Tourism - Cattle Drives - Mo. State Pow Wow
  - Recreation: Bothwell Lodge State Historic Site & Park - Katy Trail State Park - Sedalia's Heritage Trail link

- Art Education: State Fair Community College Art Department - Camp Blue Sky—New theatre donated to the local high school
- Trail's End Committee a group dedicated to preservation of Sedalia's Cowboy Heritage
- Missouri State Fair and the ability to accommodate large groups for tourism

5. What are your opportunities?

- Create a tour package highlighting the Missouri State Fair historic district throughout the year incorporating a guided walking / driving tour and visit to their museum.
- Create a public art trail that connects existing sculpture located throughout the city.
- Trail's End Committee is currently raising funds to create a sculpture based on Sedalia's heritage as being the end of the trail for the cattle drives coming from the west.
- Whiteman AFB Heritage: Sedalia native George Whiteman is the name sake of WAFB. He was 1st American air casualty of WWII. Preserving his memory thru art is an opportunity.
- Create a year round Ragtime Complex visitor destination utilizing an artifact collection that is currently in storage, formerly displayed on the campus at State Fair Community College. However, the college no longer has room for it; they are looking for a home. They are in storage due to lack of facility/funding for facility.

6. Give the names and affiliations of key people and organizations in your community that your core creative team is engaged with, that have a vested interest in the future of your community?

- Cooney Family Foundation for the Arts (Barbara Cooney)
- State Fair Community College Foundation, Daum Museum & Art Department (Jackie Almquist; Tom Piche', Directors)
- Sedalia Downtown Development Inc. (Meg Liston, Director)
- Trails End Committee (Doug Kiburz, Chair)
- Sedalia Heritage Foundation; Missouri State Fair Fine Arts Exhibit (Debbie Biermann, Wendy Faulkner, Directors)
- Missouri Arts Council (Terri Ballard)
- Missouri Humanities Council Liaison (Deb Biermann)
- Bothwell Regional Health Center (Brian Carr, Director Cardio-Pulmonary/Neuro-Diagnostics)
- Helen G. Steele Music Club (Terri Ballard, Courtney Wilken, Members)
- Sedalia Visual Arts Association (Madge Gressley, Vicki Weaver, Members)
- Sedalia Symphony (Madge Gressley, Member)
- Sedalia Lions Club (Don Buller, Member)

7. List recent major activities and accomplishments in your community in the areas of:

Art: Daum Museum of Contemporary Art

Camp Blue Sky

Trails End Public Art Sculpture

New Theatre donated by the Heckart Family located at Smith Cotton High School, Black Box theatre donated to State Fair Community College

Art along the rails (public art sculptures at the Katy Depot)

Tourism: Convention & Visitors Bureau - Sedalia Destination Marketing Campaign - Lodgings Tax

Secured the following group conventions for our city:

BMW Motorcycles International Convention held in June 2012

Airstream Convention July 2012

Harley Owners Group State Rally September 2012

Culture: Restoration of the Historic Katy Depot Landmark and transformation into Sedalia's Welcome Center, Heritage Exhibit Gallery and Katy Trail trailhead, Pettis County Historical Society secured their own location and has regular hours for tours; Mo. State Fair has a museum with limited hours.

Recreation: Enhancements to Sedalia Parks and their programs, minor league baseball, indoor football league, Sedalia has an excellent parks and recreation system along with the Katy Trail State Park which runs through the city.

Other areas you feel are relevant to your participation in the community arts project.

Selection as the pilot community will provide a much needed enthusiasm by the community to recognize the tremendous wealth of arts offerings available in the Sedalia area. It will further unite the working relationship of our arts organizations by providing a well-defined greater cause vision. It will create opportunities to bridge the gaps between area residents and the arts.

8. Of the major activities and accomplishments listed in #7, describe how one of these involved community building and leveraged resources. Include who, what, when, where, why, and how.

The Sedalia Trails End public art project is designed to create a visual history that depicts the cattlemen and railroaders who helped settle Sedalia and opened the Gateway to the Prairies. Since 4/2011 the committee (comprised of 29 individuals representing a cross section of the community) has established a website ([www.trailsend.org](http://www.trailsend.org)), commissioned an artist, acquired a steam locomotive & caboose, is searching for a wooden stock car, has secured a high traffic location for placement of the piece and pledges for 1/3 of the project costs. Building upon the excitement of Sedalia's sesquicentennial celebration, this project is gaining in excitement and momentum for the 2014 unveiling.

9. Of the major activities and accomplishments listed in #7, describe how one of these involved your engagement in your community. Include who, what, when, where, why, and how.

Camp Blue Sky is a one week summer art camp for kids. It is facilitated and funded by Barbara Cooney of the Cooney Family Foundation for the Arts. It began 15 years ago and has grown in that time. It started at the Liberty Center Association for the Arts, having out grown the facility is now held on the State Fair Community College campus for a week each August. Just over 200 youth in grades 1-5 attend the event. Art teachers in music, dance, theatre and fine arts work with the kids. There is tuition for attendance, however, scholarships are available. This project is also funded by the Cooney Foundation and SFCC.

10. What is your vision for the Community Arts Pilot Project in your community? Please be concise, thorough but brief.

Increase COMMUNITY APPRECIATION OF and PARTICIPATION IN the arts through the development of art education programs designed to engage our youth and their parents, grandparents, extended families in the performing and visual arts using nontraditional methods.

- experience visual and performing arts venues to identify a particular talent or interest
- establish a mentoring program between the art community and students
- celebrate Sedalia area artists and performers who have made a name for themselves
- (i.e. Jack Oakie, Sally Rand, Trew Hocker)
- learn about celebrities who have touched our art community (FDR's visit to the Liberty Center, premier of Scudda Hoo Scudda Hey, etc.)
- develop the appeal to create an identity for Sedalia as an "ARTS DESTINATION" by building upon the power created through existing art attractions, events and performances

- enhance, create, and promote a comprehensive year round arts offering experience.
- (interactive website, social media, Art destination visitor guide, Art in the Park, public art trail, Art tour packages, Liberty Center as historic site and place to enjoy the arts, Whiteman public art piece)

11. Who is your core creative team for the MU Extension Community Arts Pilot Project? Please list your team with a brief bio for each member below.

- Madge Gressley, visual artist, Sedalia Visual Arts Association, President of LCAA, owner Arts & Graphics. Madge is a life-long artist. She does not limit herself to one type of medium. Her philosophy is “there are too many things to try in the arts world to experience to settle for just one.” She currently is a self-employed graphic artist and she serves as the Asst. Superintendent of the Fine Arts Building at the Mo. State Fair. She is the secretary of the Sedalia Visual Art Association, a juried artist for the “Best of Missouri Hands”, and a member of several other statewide arts organizations including being a signature member of the Missouri Watercolor Society.
- Terri Ballard, Executive Director of the Liberty Center Association for the Arts. During her employment at the Sedalia Area Chamber of Commerce she implemented a plan to bring “art along the trail” which is a variety of railroad related art on the Katy Trail. Ballard wrote and implemented a plan to bring “Sculpture in the Park” to Sedalia. She also worked with the curator of the Daum Museum of Contemporary Art to commission a piece of public art honoring the military. Ballard also served chairman of the Lasting Memorial Committee on the Diamond Anniversary Committee for the local health center. The lasting memorial was an art installation commissioned by a local glass artist. In 2009, she received an award from the Missouri Healthcare Association for the “Thanks A Million” Campaign which was an event honoring the health center’s volunteers and included a video documentary.
- Deborah Biermann, Executive Director, Historic Katy Depot. A visionary and a leader, Mrs. Biermann held the position of Executive Director of the Sedalia Area Chamber of Commerce for nearly 30 years. During her tenure she took the organization from a staff of one in a small rented office space to a strong organization, building a Convention and Visitors Bureau, the Sedalia Heritage Foundation, adding a staff of five and working with the Department of Natural Resources to secure the Chamber a new home in the historic renovated Katy Depot. Biermann worked with many railroad
- Courtney Wilken, co-owner Wilken Music, Vice-President Liberty Center Association for the Arts, chairman Sedalia Community Theater, Treasurer Smith-Cotton High School Theatre Society, Helen G. Steele Music Club, Bachelors in Business Administration with post bachelorette work in Elementary Education and Curriculum and Instruction.
- Vicki Weaver, Director of Education, Daum Museum of Contemporary Arts
- Julie Hill, CPA
- Don Buller, retired architect
- Kenny Childs, Engineer, Duke Manufacturing
- James Trelow, Sales Engineer, Lamm Technical Resources
- Joe Fischer, retired businessman
- Barbara Cooney, visual artist, retired teacher, Cooney Foundation, Camp Blue Sky
- Tom Piche', Director/Curator, Daum Museum of Contemporary Art
- Bob Satnan, Editor, Sedalia Democrat
- Wendy Faulkner, Executive Director, Missouri State Fair Foundation
- Arlene Silvey, City Clerk
- Brian Carr, Director, Cardio-Pulmonary Neuro-Diagnostic, Bothwell Regional Health Center

**Deadline**

Applications are due by 11:59 p.m. September 20, 2012 via an email attachment to Lee Ann Woolery at [wooleryl@missouri.edu](mailto:wooleryl@missouri.edu).

As an alternative, you can print and mail (1) B/W copy of the completed form that must be postmarked by 11:59 p.m. September 20, 2012 to:

Lee Ann Woolery, Ph.D.  
Community Arts Specialist Extension  
University of Missouri  
104 Gentry Hall  
Columbia MO 65211

\*Be sure and keep a copy of your records.

**Notification**

You will be notified by email that we have received your application. Applications received after the deadline and incomplete applications will not be reviewed. Please do not send additional materials. They will not be considered part of the application and will not be included in a review of the application.

**Application Review**

Application materials will not be returned. All application materials become the property of MU Extension Community Arts Pilot Project and may be reproduced by MU Extension Community Arts Pilot Project or its partner organizations without permission; appropriate credit will be given for any such use.

The Community Arts Project Advisory Council will review all applications. Their recommendations will be submitted to the MU Extension Community Arts Specialist.

If you have any questions, please contact Lee Ann Woolery: [wooleryl@missouri.edu](mailto:wooleryl@missouri.edu) or 573-884-9025.



**City of Sedalia  
Department Bills 12-3-2012**

Vendor Name	Invoice Number	Amount
Alamar Uniforms	394169	\$ 675.00
All-Ways Cleaning	1112	\$ 200.00
Al's Portable Welding	2948	\$ 490.00
Al's Portable Welding	2950	\$ 45.00
Al's Portable Welding	2964	\$ 40.00
Apac-Missouri Inc	9000172867	\$ 7,161.05
Apac-Missouri Inc	9000173241	\$ 56.70
Apac-Missouri Inc	9000173418	\$ 247.80
Apac-Missouri Inc	9000173570	\$ 63.05
Apac-Missouri Inc	9000173902	\$ 158.63
Apac-Missouri Inc	9000174021	\$ 127.26
Apac-Missouri Inc	9000174212	\$ 80.20
Ascap	1112	\$ 330.08
AT & T	1112	\$ 169.03
AT & T	1112A	\$ 41.90
Bichsel Jewelry	001-109839	\$ 156.00
Boone Quarries	62096	\$ 369.22
Boone Quarries	63420	\$ 274.09
Boone Quarries	64335	\$ 513.22
Boone Quarries	64336	\$ 580.39
Bothwell Regional Health Ctr	4	\$ 140.00
Braik Brothers	6444	\$ 34,539.00
Burnup Equipment Company Inc	13635	\$ 32.96
Champion Brands LLC	72778	\$ (40.00)
Charter Communications	1112-11	\$ 237.64
Charter Communications	1112-12A	\$ 101.99
Charter Communications	1112-12B	\$ 30.82
Charter Communications	1112-12C	\$ 64.48
Charter Communications	1112-12D	\$ 25.70
Charter Communications	1112-13	\$ 66.90
Charter Communications	1112-19	\$ 144.64
Charter Communications	1112-MUNI	\$ 119.99
Cintas Corp #379	379785366	\$ 548.34
Cintas Corp #379	379786557	\$ 554.86
City Safe & Lock Service	062580	\$ 10.50
Clark's Tool & Equipment	140279	\$ 33.59
Consolidated Electrical Distributors Inc.	8075-487534	\$ 33.12
Cooperative Workshops Inc	43034	\$ 5,000.00
Creative Product Sourcing Inc	53515	\$ 1,576.22
Custom Communications	121116	\$ 1,950.00
D C Battery Inc	065954	\$ 96.00
D C Battery Inc	065972	\$ 59.00
D C Battery Inc	113424	\$ 174.00
Dugan's Paint And Floorcovering	S0196300	\$ 32.59
Edm Publishers	15410797	\$ 98.78

**City of Sedalia  
Department Bills 12-3-2012**

Vendor Name	Invoice Number	Amount
Ellen Cross	1112	\$ 17.74
Empire District	1112-12	\$ 194.98
Empire District	1112-12A	\$ 56.77
Empire District	1112-14F	\$ 157.21
Empire District	1112-14H	\$ 127.16
Empire District	1112-15	\$ 134.89
Empire District	1112-18	\$ 476.50
Empire District	1112-20	\$ 47.32
Empire District	1112-61M	\$ 53.34
Employee Screening Service Llc	151669	\$ 556.00
Engineering Surveys & Services	ESS049659	\$ 573.00
Engineering Surveys & Services	ESS049681	\$ 570.00
Fastenal Company	MOSED134105	\$ 8.73
Fastenal Company	MOSED134139	\$ 426.12
Fedex	2-090-93760	\$ 37.56
Fischer Concrete Service Inc	4914	\$ 601.57
Fischer Concrete Service Inc	5085	\$ 1,694.35
Foley Industries	00478660	\$ 606.00
Galls LLC	000159959	\$ 18.53
Gaylon Craig	1112	\$ 513.00
GNC Enterprises Inc.	18008	\$ 21.30
GNC Enterprises Inc.	18023	\$ 259.00
GNC Enterprises Inc.	18024	\$ 259.00
Hillyard - Columbia	600468691	\$ 58.76
IBT Inc.	5943638	\$ 99.60
Icma Membership Renewals	1112	\$ 720.00
Iglesia De Dios	1112	\$ 75.00
I-Land Internet Services	1512197	\$ 59.95
I-Land Internet Services	1512198	\$ 3.99
Insurance & Benefits Group Llc	46988	\$ 3,763.99
KCP&L	1112-14N	\$ -
Key Hydraulics	12-25777	\$ 101.46
Key Hydraulics	12-25801	\$ 43.00
Key Hydraulics	12-25814	\$ 35.99
Key Hydraulics	12-25839	\$ 279.11
Key Hydraulics	12-25846	\$ 12.10
Key Hydraulics	12-25847	\$ 4,100.00
Language Line Services	3051500	\$ 5.37
Leon Uniform Co Inc	281098	\$ 99.20
Leon Uniform Co Inc	279858-01	\$ 100.98
Lowe's Companies Inc.	1112	\$ 829.11
Main Street Logo	210864	\$ 1,140.00
Main Street Logo	210916	\$ 100.00
Main Street Logo	210917	\$ 70.00
Mark's Mobile Glass Inc	061257	\$ 40.00

**City of Sedalia  
Department Bills 12-3-2012**

Vendor Name	Invoice Number	Amount
MCI	1112	\$ 237.50
Mfa Oil Company	1112	\$ 178.51
Midland Printing Company	75764	\$ 59.00
Midwest Laboratories Inc	664144	\$ 580.20
Missouri Department Of Revenue	1112A	\$ 11.00
Missouri Typewriter Of Warrensburg Inc	37687	\$ 248.90
Missouri Vocational Enterprise	43330	\$ 25.93
Mo Dept Of Natural Resources	34601303746	\$ 7,527.04
Moore's Flower Shop & Greenhouse	128298	\$ 325.00
Moperm	120459	\$ 191.00
Municipal Code Corporation	00223919	\$ 2,815.65
NAPA Of Sedalia Genuine Parts Company	309567	\$ 37.53
NFPA	5667359	\$ 165.00
Olsson Associates	182668	\$ 527.58
O'Reilly Automotive Inc.	0114-134040	\$ 64.52
O'Reilly Automotive Inc.	0114-135236	\$ 111.81
O'Reilly Automotive Inc.	0114-137150	\$ 9.25
Orschelns Convenience Card	3835	\$ 14.16
Orschelns Convenience Card	4775	\$ 47.98
Otten Small Engine Service	97794	\$ 325.00
Otten Small Engine Service	97795	\$ 15.00
Pettis County Recorder of Deeds	1112A	\$ 27.00
Pettis County Recorder of Deeds	1112B	\$ 27.00
Pettis County Recorder of Deeds	1112C	\$ 27.00
Pettis County Recorder of Deeds	1112D	\$ 27.00
Pettis County Recorder of Deeds	1112E	\$ 24.00
Pettis County Recorder of Deeds	1112F	\$ 24.00
Pettis County Title Co.	PSR12-171	\$ 75.00
Pettis County Title Co.	PSR12-172	\$ 75.00
Printlynx	97888	\$ 18.00
Quicksilver Water	680747	\$ 21.00
Quicksilver Water	681886	\$ 39.75
Rac-Jac Properties	1112-12	\$ 15.00
Rick Ball Ford - Sedalia	129250	\$ 95.11
Rick Zumwalt	1112	\$ 176.45
Safety-Kleen Corp	59288694	\$ 176.83
Sedalia Downtown Development	341	\$ 7,500.00
Sedalia Downtown Development	342	\$ 3,750.00
Sedalia Heritage Foundation	1112	\$ 52.50
Sedalia Rental & Supply	139550	\$ 94.50
Sellers Equipment Inc	IC504922	\$ 141.46
SMC Electric Supply	60175160	\$ 4.83
SMC Electric Supply	60175383-00	\$ 9.66
Smith Paper & Janitor Supply	545753	\$ 43.60
Smith Paper & Janitor Supply	546250	\$ 72.14

**City of Sedalia  
Department Bills 12-3-2012**

Vendor Name	Invoice Number	Amount
Smith Paper & Janitor Supply	546305	\$ 42.80
Smith Paper & Janitor Supply	546544	\$ 59.80
Staples Business Advantage	3185622314	\$ 54.23
Staples Business Advantage	3185989095	\$ 127.33
Staples Business Advantage	3185989096	\$ 106.60
Staples Business Advantage	3186383252	\$ 48.87
Tallman Company	1198515	\$ 24.00
Tallman Company	1211193	\$ 461.07
Tallman Company	1211568	\$ 14.22
Tap Publishing Co.	273805-20121112	\$ 211.03
Tire Centers Llc	6500123204	\$ 144.95
Tire Centers Llc	6500123489	\$ 615.34
Tire Centers Llc	6500123510	\$ 50.00
Tire Centers Llc	6500123568	\$ 131.38
Towers Fire Apparatus Co Inc	89171	\$ 95.00
Trans-Central Suppliers Inc	0214408	\$ 13.10
Trans-Central Suppliers Inc	0214472	\$ 33.41
Trans-Central Suppliers Inc	0214500	\$ 141.52
Trans-Central Suppliers Inc	0214501	\$ 23.81
Trans-Central Suppliers Inc	0214512	\$ 12.42
Trans-Central Suppliers Inc	0214620	\$ 7.72
Uline	47561410	\$ 142.50
University Of Missouri - Columbia AR	0005359	\$ 25.00
Walmart Community/GECRB	0258	\$ 75.24
Walmart Community/GECRB	00468	\$ 20.09
Walmart Community/GECRB	00963	\$ 140.42
Walmart Community/GECRB	03875	\$ 6.40
Walmart Community/GECRB	03993	\$ 195.46
Walmart Community/GECRB	04487	\$ 25.68
Walmart Community/GECRB	05471	\$ 48.25
Walmart Community/GECRB	09900	\$ 103.52
Water Environment Federation Fin. Mgmt.	1112	\$ 62.00
WCA Waste Systems Inc.	6490	\$ 442.32
West Group	825987879	\$ 312.39
Woods Super Market	200	\$ 46.68
Total Invoice To Be Paid		\$ 106,656.36