



City Council Meeting Agenda

Monday, February 6, 2023 – 6:30 p.m.
City Hall, 200 South Osage, Sedalia MO

MAYOR: ANDREW L. DAWSON

MAYOR PRO-TEM: TINA BOGCESS

- A. CALL TO ORDER** – Mayor Dawson – Council Chambers
- B. PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. SPECIAL AWARDS** – None
- E. RETIREMENT AWARDS**
 - 1. Terri Casto – Police Department – 20 years of service
- F. SERVICE AWARDS**
 - 1. Zachary Morales – Fire Captain – Fire Department – 15 years of service
 - 2. Justin Bray – Operations Manager – Street Department – 10 years of service
 - 3. Tyler Burlingame – Lead Mechanic – Vehicle Maintenance – 10 years of service
 - 4. Shawna Yager – Landscape Super/Arborist – Park Department – 5 years of service
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
 - A.** Council Meeting – January 17, 2023
 - B.** Special Council Meeting – January 26, 2023
 - C.** Public Hearing – January 30, 2023
- II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES**
 - A.** Acceptance of Planning and Zoning Commission Minutes dated January 4, 2023
- III. ROLL CALL OF STANDING COMMITTEES**
 - A. PUBLIC WORKS** – Chairman Thomas Oldham; Vice Chairwoman Tina Boggess
 - 1.** Naming of unnamed street within Liberty Park – Liberty Stadium Drive
 - Council Discussion led by Chairman Oldham
 - O** Call for Ordinance by the City Council of the City of Sedalia authorizing the naming of an unnamed street within the grounds of Liberty Park to Liberty Stadium Drive – Mayor Dawson
 - 2.** TEAP Grant – Traffic Study – Engineer from North City Limits (Reine Road to East 7th)
 - Council Discussion led by Chairman Oldham
 - R** Call for Resolution of the City Council of the City of Sedalia, Missouri, stating facts and reasons for the necessity to amend and increase the City's Annual Budget for Fiscal Year 2023 – Mayor Dawson
 - O** Call for Ordinance Amending the Budget for the Fiscal Year 2022-2023 regarding Public Works TEAP Grant award – Mayor Dawson

- Call for Ordinance Authorizing a Traffic Engineering Assistance Program Agreement for an operational analysis of Engineer Avenue from North City Limits – Reine Road to East 7th Street – Mayor Dawson

- Call for Ordinance Authorizing an Agreement for Professional Engineering Services for Analysis of Engineer Avenue from the North City Limits – Reine Road to East 7th Street – Mayor Dawson

3. Agreement – Tree Re-Inventory – ArborPro - \$5,550.00

Council Discussion Led by Chairman Oldham

- Call for Ordinance Authorizing an Agreement for a tree re-inventory of approximately 1,500 city park and right-of-way trees – Mayor Dawson

4. Budget Amendment – (3) Pumps – Southeast Wastewater Treatment Plant

Council Discussion led by Chairman Oldham

- R** Call for Resolution of the City Council of the City of Sedalia, Missouri, stating facts and reasons for the necessity to amend and increase the City's Annual Budget for the Fiscal Year 2023 – Mayor Dawson

- Call for Ordinance amending the Budget for the Fiscal Year 2022-2023 regarding Public Works Pump purchase for Southeast Wastewater Treatment Plant – Mayor Dawson

5. Budget Amendment – Removal of Public Trees

Council Discussion led by Chairman Oldham

- R** Call for Resolution of the City Council of the City of Sedalia, Missouri, stating facts and reasons For the necessity to amend and increase the City's annual Budget for Fiscal Year 2023 – Mayor Dawson

- Call for Ordinance amending the Budget for the Fiscal Year 2022-2023 regarding Public Works tree removal – Mayor Dawson

6. Change Order #4 Final – Central Regional and Pelham Drive Lift Stations – Deduction of \$440.00

Council Discussion led by Chairman Oldham

- Call for Ordinance Authorizing Change Order #4 Final for the Central Regional and Pelham Drive Lift Stations – Mayor Dawson

7. Agreement – Engineering services for 2 small sewer projects – Engineering Surveys & Services

Council Discussion led by Chairman Oldham

- Call for Ordinance Authorizing an Agreement for engineering services on small Sanitary Sewer Extension and Replacement Projects – Mayor Dawson

8. Change Order Number One – Locust Lane Water Main Replacement – Deduction of \$5,100.00

Council Discussion led by Chairman Oldham

- Call for Ordinance Authorizing Change Order Number One Final for Locust Lane Water Main Replacement – Mayor Dawson

9. Agreement – Mid-MO Operations, LLC. – Wastewater Facilities oversight, maintenance and management – \$249,996.00

Council Discussion led by Chairman Oldham

- Call for Ordinance Authorizing a Professional Services Agreement for Operational oversight, maintenance, and management Wastewater Facilities – Mayor Dawson

B. COMMUNITY DEVELOPMENT – Chairwoman Rhiannon Foster; Vice Chairman Bob Cross

1. Set date for Dedicated Work Session for Transitional Services Draft Ordinance

2. Amendment – Administrative Search Warrants

Council discussion led by Chairwoman Foster

- Call for Ordinance to change the requirements for an Administrative Search Warrant – Mayor Dawson

C. PUBLIC SAFETY – Chairman Jack Robinson; Vice Chairman Steve Bloess

1. Quote – Dual Band Radios – Motorola Solutions - \$12,319.66

Council Discussion led by Chairman Robinson

- Call for Ordinance Approving and Accepting a Quote for Dual Band Radios for the Sedalia Police Department – Mayor Dawson

D. FINANCE / ADMINISTRATION – Chairman Chris Marshall; Vice Chairman Jack Robinson

1. Budget Amendment – Chamber Balloon and Kite Festival Sponsorship

Council Discussion led by Chairman Marshall

- R** Call for Resolution of the City Council of the City of Sedalia, Missouri, stating facts and reasons for the necessity to amend and increase the City's Annual Budget for Fiscal Year 2023 – Mayor Dawson

- Call for Ordinance Amending the Budget for Fiscal Year 2022-2023 regarding Chamber of Commerce Balloon and Kite Festival Sponsorship – Mayor Dawson

2. Motion and Second to move the February 21, 2023 Council Meeting to Wednesday, February 22, 2023 (Due to lack of quorum).

IV. OTHER BUSINESS

A. APPOINTMENTS – None

B. LIQUOR LICENSES

New:

*Liz Van Leer dba Sacred Heart Foundation, 416 West 3rd, Annual Fund Drive Trivia Night, February 18, 2023, from 5 PM to 10 PM – Picnic License - \$37.50

Renewals:

*Cathy Geotz dba Break Time #3079, 2801 West Broadway, Packaged Liquor - \$150.00

*Melody Cea dba Tiger Eagle Stop, 3415 East Broadway, Packaged Liquor & Sunday Sales - \$450.00

*Payton Burton dba Bandanas BBQ, 2909 West Broadway, Beet & Wine & Sunday Sales – \$375.00

*Erica Eisenmenger dba Ivory Grille, LLC, 317 South Ohio, Sunday Sales - \$300.00

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

VI. GOOD AND WELFARE – *Any items from anyone in the audience*

VII. Closed Door Meeting – Motion and Second to move into closed door meeting in the upstairs conference room pursuant to Subsections 1 (Legal Advice), 2 (Real Estate) and 12 (Negotiated Contracts) of Section 610.021 RSMo.

A. Roll Call Vote for Closed Door Meeting

B. Discussion of closed items

C. Vote on matters, if necessary (require a Roll Call Vote)

D. Motion and Second with Roll Call Vote to adjourn closed door meeting and return to open meeting

VIII. ADJOURN MEETING

A. Motion and second to adjourn meeting

Please join the meeting by clicking or touching this link from your smartphone, computer, tablet, or iPad:
<https://global.gotomeeting.com/join/578973061>

If this is the **first time** you have joined a GoToMeeting you will be asked to identify yourself. Please fill in this information. If you would like, and we suggest you do, go ahead and set your preferences to make it easier to join next time. If you are new to GoToMeeting? We suggest to get the app through the following link:
<https://global.gotomeeting.com/install/578973061> This will make joining these meetings quick and easy.

Once you have followed the link above and identified yourself you will be given options for how you want to join in with **audio**.

For **smartphones**: tap on one of the phone numbers and it will dial the phone and the meeting numbers.

For **other devices**: use the feature of call me. The phone audio will be much better than through your computer. This should come up if you have your preferences set up to show it. If it does not, in the upper right hand corner of the GoToMeeting screen you will see an icon that looks like a gear. Click on the gear and then look for "Phone" and if it is not highlighted click on it. One of the options should be to call me. Put the phone number you want to be called on (direct dial) into the box provided and then click the "Call Me" button. Once the system calls you, you will be asked to hit pound.

Please be mindful of others on the call by eliminating as much background noise as you can. Mute yourself until you are ready to speak. Do not put the call on hold, if you need to leave even for a short time, hang up as you can always dial back in after your other call. If you hear an echo or squeal, you may have your computer speakers on as well as the phone, mute your computer speakers to eliminate this.

If you want to join in **listen only** mode you can dial the following number and enter the access code.

(For supported devices, tap a one-touch number below to join instantly.)

United States (Toll Free): 1 866 899 4679

- One-touch: <tel:+18668994679,,578973061#>

United States: +1 (669) 224-3318

- One-touch: <tel:+16692243318,,578973061#>

Access Code: 578-973-061

The City Council reserves the right to discuss any other topics that are broached during the course of this meeting.

IF YOU HAVE SPECIAL NEEDS, WHICH REQUIRE ACCOMMODATION, PLEASE NOTIFY THE CITY CLERK'S OFFICE AT 827-3000. ACCOMMODATIONS WILL BE MADE FOR YOUR NEEDS

POSTED ON FEBRUARY 3, 2023, AT 3:30 P.M. AT THE SEDALIA MUNICIPAL BUILDING, BOONSLICK REGIONAL LIBRARY, SEDALIA PUBLIC LIBRARY AND ON THE CITY'S WEBSITE AT WWW.SEDALIA.COM



OFFICE OF THE CITY ADMINISTRATOR

To: Honorable Mayor Andrew L. Dawson & City Council Members
From: Kelvin Shaw, City Administrator
Re: Agenda items for City Council meeting on Monday, February 6, 2023, 6:30 p.m.

Public Works Committee – There are nine items for consideration through the Public Works Committee.

1. The process of gaining public input and comments regarding the naming or renaming of the street that goes through Liberty Park between the pool, tennis courts, and ball diamonds is now complete with no negative comments received. Council can now consider an ordinance to name this street Liberty Stadium Drive. Staff recommends approval.
2. As authorized in a previous council meeting, staff applied for a Traffic Engineering Assistance Program (TEAP) grant through the Missouri Department of Transportation (MoDOT) to develop a plan to improve the safety and flow of the traffic along Engineer between the city limit to 7th Street. As the title implies, these grants are intended to provide engineering assistance for projects just like this. We were notified that we were awarded the grant and MoDOT has forwarded a grant agreement outlining specific requirements on the use of the funds. Staff has reviewed the agreement and recommends approval. Also, since this grant was not anticipated in the original budget, staff recommends approval of a budget amendment to add the grant revenues and formally appropriate the expenditure. The total project will be \$20,000, with \$12,000 of that total being offset by the grant. Further, staff recommends adding this project to the scope of work to our contract with our on-call engineering firm.
3. For the past several years, the City has been successful in obtaining a Tree Resource Improvement and Maintenance (TRIM) grants through the Missouri Department of Conservation. This year the City was again awarded a \$10,000 grant under this program to update the inventory of the trees in the right of ways and parks, along with some of the costs to plant new trees. Pursuant to this project, staff solicited bids for the arborist work of reviewing the health of these trees. Two bids were received and reviewed. Staff recommends award to the low bidder, ArborPro, at \$5,550.
4. In mid-January, the power was disrupted to the Southeast Wastewater Treatment Plant resulting in damage to three pumps. These pumps were determined to not be repairable, and the cost to replace them would be under the insurance deductible. Due to the essential nature of these pumps to effective operation of the sewer plant, Mayor Dawson declared replacement pumps an emergency purchase in accordance with powers vested in him under the procurement policies. The repair vendor also recommended a phase protector that would help prevent reoccurrence of this type of damage. Staff recommends ratifying the approval of the emergency purchase of the pumps and phase protector for a total amount of \$25,996.87, along with a budget amendment to appropriate the funds.
5. Due to Oak Wilt and other issues, the amount anticipated in the budget appropriations are not sufficient to remove all of the diseased and storm damaged trees this year. Therefore,

staff recommends approval of a budget amendment to increase the funds appropriated for this line item in the budget.

6. The Central Regional and Pelham Drive Lift Station projects are completed. As is customary in these types of construction contracts, estimates or allowances are made for parts of the project that cannot be exactly determined at the time of bidding. A change order is then prepared to bring these estimates to the actual amounts encountered during construction. Staff recommends approval of the final change order as presented to reduce the total contract by \$440.00 to \$2,615,748.45.
7. At a meeting in January, Council approved contracts for engineering sewer projects with Engineering Surveys & Services and Broadfoot Engineering. These base contracts allow for adding specific scopes of work as they come up throughout the year and assigning them to one of these firms based on the circumstances of who is best suited for that particular project. Staff proposes to add two such projects to the scope of work with Engineering Surveys & Services to extend a sewer main to WireCo WorldGroup and another sewer main from Lamine to Main Street.
8. The Locust Lane Water Main Replacement Project is now complete. As is customary in these types of construction contracts, estimates or allowances are made for parts of the project that cannot be exactly determined at the time of bidding. A change order is then prepared to bring these estimates to the actual amounts encountered during construction. Staff recommends approval of the final change order as presented to reduce the total contract by \$5,100.00 to \$139,715.00.
9. The City's sewer utility has for the past several years contracted with Alliance Water Resources to provide management and oversight services by appropriately licensed personnel to ensure compliance with the regulations for such utility. Alliance indicated that they did not want to continue this contract at renewal time unless we changed the scope of the agreement to shift more personnel away from the City's employment to their employment. Staff issued a request for proposals under the current scope of services and received one proposal from Mid-Mo Operations, LLC. Staff has reviewed their proposal, to include their references, and recommends award of the contract at an annual cost of \$249,996.

Community Development Committee – There are two items for consideration through the Community Development Committee.

1. With the extensive amount of work that has been done to gather public input, advise from a cross section of professionals and stakeholders on the Transitional Services Special Committee, and the Planning and Zoning Commission, these issues have come to Council for your deliberation and consideration. Staff recommends that this issue warrants a dedicated work session for Council to absorb the full benefit of all of these inputs and to facilitate focused attention to your deliberations and careful considerations.
2. Current City Code prescribes the process for obtaining and executing an administrative search warrant. The current code includes a requirement to contact the owner or occupant before a warrant can be applied for. In many cases, this delays the application and sometimes renders obtaining a warrant impractical or even impossible. Also, the current code does not include provisions to electronically submit applications for these warrants. Our legal counsel has reviewed these provisions and has recommended amendments to make this important code

enforcement tool more efficient and effective, while still complying with state statutes and protecting due process rights.

Public Safety Committee – There is one item for consideration through the Public Safety Committee.

1. As presented in the police department strategic plan and approved in the current budget, Justice Assistance Grant (JAG) funds were dedicated to replacing two car radios with all band models capable of communicating directly with other agencies. The radios are available through a cooperative purchasing arrangement that meets our procurement policies at a price of \$12,319.66. Staff recommends approval of the purchase.

Finance/Administration Committee - There are two items for consideration through the Finance / Administration Committee.

1. The Chamber of Commerce with the assistance of the Convention and Visitors Bureau (CVB) has organized a balloon and kite festival. We all hope that this can become an annual event that provides quality, family friendly entertainment to the community, as well as, bringing in commerce from the surrounding areas. To provide a better opportunity for a successful first year that can be built upon, the Chamber and CVB are making the event free to the public by obtaining sponsorships. Staff recommends City participation in the seeding of this event by providing a sponsorship of \$2,500.00.
2. The Missouri Municipal League (MML) legislative conference schedule overlaps the next council meeting. Staff proposes to move the council meeting scheduled for February 21 to the next day to allow council members to attend this important opportunity to meet with our state legislators on items affecting cities.



**CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
JANUARY 17, 2023**

The City has an on-line broadcast of Council Meetings available both live and recorded by going to <https://global.gotomeeting.com/join/578973061>.

The Council of the City of Sedalia, Missouri duly met on Tuesday, January 17, 2023 at 6:30 p.m. at the Municipal Building in the Council Chambers with Mayor Andrew L. Dawson presiding. Mayor Dawson called the meeting to order and asked for a moment of prayer led by Chaplain Byron Matson followed by the Pledge of Allegiance.

ROLL CALL:

Jack Robinson	Present	Bob Hiller	Present
Thomas Oldham	Present	Bob Cross	Present
Chris Marshall	Present	Rhiannon Foster	Present
Tina Boggess	Present	Steve Bloess	Present

SERVICE/RETIREMENT AWARDS: None

SPECIAL AWARDS:

Life Save Awards for Fire and Police were presented by Fire Chief Matt Irwin and Police Chief Matt Wirt. Fire Chief Irwin stated that an individual in a critical situation needing life saving measures was treated by Sedalia Fire and Police while waiting for an air ambulance. The time from call to transport was approximately 50 minutes. Chief Irwin called Lloyd and Tami Hesseltine forward to present the awards to the following individuals:

Fire Department: John Clarke, Matt Kowalski, Tony Turner. Absent - Scott Smoot

Police Department: Derrick Desalme

Fire Chief Irwin also presented John Clarke the 2022 Fire Fighter of the Year plaque.

MINUTES: The Special Council Meeting minutes dated December 30, 2022 were approved on motion by Oldham, seconded by Robinson. All in favor.

The Council Meeting minutes dated January 3, 2023, were approved on motion by Oldham, seconded by Cross. All in favor.

The Strategic Planning Session Meeting minutes dated January 7, 2023, were approved on motion by Oldham, seconded by Foster. All in favor.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:

The Planning & Zoning Commission Minutes dated December 7, 2022 were approved on motion by Oldham, seconded by Robinson. All in favor.

ROLL CALL OF STANDING COMMITTEES:

FINANCE & ADMINISTRATION – Chris Marshall, Chairman; Jack Robinson, Vice Chairman

Financial Update: Finance Director Jessica Pyle, stated that Sales Tax and Use Tax for the Fiscal Year is up over \$900,000.00 or 6.7%. This represents a Budget variance of \$375,000.00 over the previous year. Franchise and Transportation tax continues to trend up related to gas tax. Property tax is being finalized and results will be presented with the next update.

PUBLIC WORKS – Thomas Oldham, Chairman; Tina Boggess, Vice Chairwoman

- The agreements with Engineering Surveys & Services and Broadfoot Engineering, LLC are for engineering services on small sanitary sewer extension and replacement projects.

BILL NO. 2023-5, ORDINANCE NO. 11724 – AN ORDINANCE AUTHORIZING AGREEMENTS FOR ENGINEERING SERVICES ON SMALL SANITARY SEWER EXTENSION AND REPLACEMENT PROJECT was read once by title.

2nd Reading – Motion by Oldham, 2nd by Foster. All in favor.

Final Passage – Motion by Oldham, 2nd by Foster. All in favor.

Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted “No”.

PUBLIC SAFETY – Jack Robinson, Chairman; Steve Bloess, Vice Chairman

- Survey Fees were included for specific locations for the new Fire Station. The Survey size has increased and a change order is needed for the increased cost (\$12,300.00 to \$23,500.00).

BILL NO. 2023-6, ORDINANCE NO. 11725 – AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND HOEFER WELKER, LLC., FOR INCREASED SURVEY FEES was read once by title.

2nd Reading – Motion by Oldham, 2nd by Robinson. All in favor.

Final Passage – Motion by Oldham, 2nd by Robinson. All in favor.

Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted “No”.

- The application is for the Assistance to Firefighters Equipment Grant. Funds will be used for the purchase of Dual Band Radios.

RESOLUTION NO. 2007 – A RESOLUTION AUTHORIZING THE SEDALIA FIRE DEPARTMENT TO SUBMIT AN ASSISTANCE TO FIREFIGHTERS EQUIPMENT GRANT APPLICATION was read once by title and approved on motion by Cross, seconded by Robinson. All in favor.

- The application is for a Fire House Subs Grant which will be used for the purchase of a UTV Vehicle.

RESOLUTION NO. 2008 – A RESOLUTION AUTHORIZING THE SEDALIA FIRE DEPARTMENT TO SUBMIT A FIRE HOUSE SUBS GRANT APPLICATION was read once by title and approved on motion by Bloess, seconded by Robinson. All in favor.

- The application is for an Assistance to Firefighters Safer Grant which will pay employees to work for the Fire Department for 3 years.

RESOLUTION NO. 2009 – A RESOLUTION AUTHORIZING THE SEDALIA FIRE DEPARTMENT TO SUBMIT AN ASSISTANCE TO FIREFIGHTERS SAFER GRANT APPLICATION was read once by title and approved on motion by Foster, seconded by Robinson. All in favor.

- The Budget amendment is for the purchase of a 2022 Dodge 1500 4X4 Crew Cab for the Fire Department.

RESOLUTION NO. 2010 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY’S ANNUAL

BUDGET FOR FISCAL YEAR 2023 was read once by title and approved on motion by Oldham, seconded by Robinson. All in favor.

BILL NO. 2023-7, ORDINANCE NO. 11726 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023 REGARDING FIRE VEHICLE PURCHASE was read once by title.

2nd Reading – Motion by Foster, 2nd by Cross. All in favor.

Final Passage – Motion by Foster, 2nd by Oldham. All in favor.

Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Hiller, Cross and Foster. Voting “No” was Bloess.

COMMUNITY DEVELOPMENT – Rhiannon Foster, Chairwoman; Bob Cross, Vice Chairman – No Report
OTHER BUSINESS:

ACCEPTANCE OF RESIGNATIONS:

The following resignations were read and approved on motion by Oldham, seconded by Robinson. All in favor.

*John Kehde – Planning and Zoning Commission – Effective Immediately

*John Kehde – Housing Authority Board of Directors – Effective Immediately

*Michelle Bassett – Central Business & Cultural District Board of Directors – Effective Immediately

APPOINTMENTS:

The following appointments were read and approved on motion by Oldham, seconded by Marshall. All in favor.

* Garry Holstein – Central Business & Cultural District Board of Directors (Sedalia Main Streets)
– Completing Michelle Bassett’s term expiring January 2024.

* Mike Privitt – Planning & Zoning Commission – Completing John Kehde’s term expiring June 2026

BIDS: None

LIQUOR LICENSES: The following renewal Liquor Licenses were read and approved on motion by Foster, seconded by Oldham. All in favor.

*Lovell Curry dba The Den, 115 W Main, Liquor by the Drink & Sunday Sales

*Gloria Ayala dba El Espolon, 2400 S Limit, Liquor by the Drink & Sunday Sales

*Gloria Ayala dba Tacos Degollado, 813 Thompson Blvd., Liquor by the Drink & Sunday Sales

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilman Robinson noted that 911 operator counted for 4 minutes while CPR was administered during the life saving event and should be recognized for their efforts. Fire Chief Irwin stated that PCAD and Joint Communications are also doing live save recognitions.

Councilman Bloess stated that recognition should be given to the “Wear Red” group for their efforts to distribute AED’s throughout the Community. He also inquired about training through the Fire Department on AED’s. Fire Chief Irwin stated that efforts to open AED training to the public are ongoing, however, the issue is getting instructors to teach the course.

Councilwoman Boggess thanked everyone who came to the Fire Station informational meeting on Saturday, January 14, 2023 and the Martin Luther King event on Monday, January 16, 2023.

City Administrator Kelvin Shaw thanked everyone for attending the Strategic Planning Session. It was a great discussion and provided a lot of direction and focus to staff to identify where the City is headed.

GOOD & WELFARE: None

The meeting adjourned at 6:55 p.m. on motion by Oldham, seconded by Robinson to a closed-door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate) and 12 (Negotiated Contracts) of Section 610.021 RSMo. Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No".

The regular meeting reopened at 7:25 p.m. on motion by Oldham, seconded by Robinson. All in favor.

ROLL CALL:

Jack Robinson	Present	Bob Hiller	Present
Thomas Oldham	Present	Bob Cross	Present
Chris Marshall	Present	Rhiannon Foster	Present
Tina Boggess	Present	Steve Bloess	Present

BUSINESS RELATED TO CLOSED DOOR MEETING:

BILL NO. 2023-8, ORDINANCE NO. 11727 – AN ORDINANCE AUTHORIZING A GENERAL RELEASE AND SETTLEMENT AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND GARY HANGER AND SABRINA HANGER was read once by title.

2nd Reading – Motion by Oldham, 2nd by Foster. All in favor.

Final Passage – Motion by Oldham, 2nd by Robinson. All in favor.

Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No".

BILL NO. 2023-9, ORDINANCE NO. 11728 – AN ORDINANCE APPROVING A SPECIAL WARRANTY DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 302 WEST HENRY FROM THE CITY OF SEDALIA, MISSOURI TO BOOZE & BYRD PROPERTIES/LAND, LLC, A MISSOURI LIMITED LIABILITY CORPORATION was read once by title.

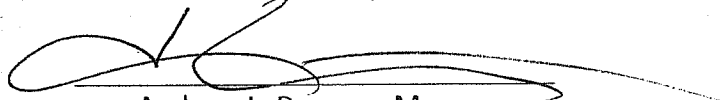
2nd Reading – Motion by Oldham, 2nd by Marshall. All favor.

Final Passage – Motion by Oldham, 2nd by Robinson. All favor.

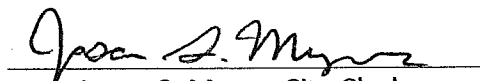
Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No".

The regular meeting adjourned at 7:27 p.m. on motion by Oldham, seconded by Marshall. All in favor.

THE CITY OF SEDALIA, MISSOURI



Andrew L. Dawson, Mayor



Jason S. Myers, City Clerk



CITY OF SEDALIA, MISSOURI
SPECIAL COUNCIL MEETING
JANUARY 26, 2023

The City has an on-line broadcast of Council Meetings available both live and recorded by going to <https://global.gotomeeting.com/join/578973061>".

The Council of the City of Sedalia, Missouri duly met in Special Session on Thursday, January 26, 2023 at 6:30 p.m. at the Municipal Building in the Council Chambers with Mayor Andrew L. Dawson presiding. Mayor Dawson called the meeting to order.

ROLL CALL:

Jack Robinson	Present	Bob Hiller	Present
Thomas Oldham	Absent	Bob Cross	Present
Chris Marshall	Present	Rhiannon Foster	Present
Tina Boggess	Present	Steve Bloess	Present

The meeting adjourned at 6:32 p.m. on motion by Foster, seconded by Robinson to a closed-door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate) and 12 (Negotiated Contracts) of Section 610.021 RSMo. Roll Call Vote: Voting "Yes" were Robinson, Marshall, Boggess, Hiller, Cross, Foster and Bloess. Oldham was absent.

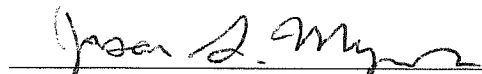
The regular meeting reopened at 8:32 p.m.

Mayor Dawson asked how many Council Members will be able to attend the February 21, 2023 Council Meeting in order to establish if there will be enough for a quorum. City Attorney Joe Lauber stated that an item could be added to the agenda for the February 6, 2023 meeting to move the February 21st meeting to a different date due to lack of a quorum. A decision was made to move the meeting date to Wednesday, February 22, 2023 and the item will be added to the agenda for February 6th.

The meeting adjourned at 8:36 p.m. on motion by Cross, seconded by Marshall. All present in favor. Oldham was absent.

THE CITY OF SEDALIA, MISSOURI



Andrew L. Dawson, Mayor

Jason S. Myers, City Clerk



CITY OF SEDALIA, MISSOURI
PUBLIC HEARING – TRANSITIONAL SERVICES
JANUARY 30, 2023

The City has an on-line broadcast of Council Meetings available both live and recorded by going to <https://global.gotomeeting.com/join/578973061>".

The Council of the City of Sedalia, Missouri duly met in a Public Hearing on Monday, January 30, 2023 at 6:30 p.m. at the Municipal Building in the Council Chambers with Mayor Andrew Dawson presiding. Council Members present were Jack Robinson, Thomas Oldham, Chris Marshall, Tina Boggess, Bob Hiller, Bob Cross and Steve Bloess. Rhiannon Foster was present online

City Attorney Joe Lauber gave a background of the proposed zoning amendments related to transitional services. In September 2021, an application was filed for a building permit for a facility that would provide transitional services for the homeless community. Current zoning codes do not list transitional services as a permitted use. On May 4, 2022, the City Council met to consider adding transitional services to permitted uses and established an 8 member Transitional Services Committee to create a draft Ordinance. The proposed Ordinance created 17 new definitions and 12 new land uses specific to transitional services along with provisions for emergency shelters. On October 12, 2022, the Planning & Zoning Commission held a Public Hearing to receive public input and met 3 more times for review. On January 4, 2023, the Commission voted unanimously on the Ordinance and submitted it to Council for their review and consideration. Staff plans to put the consideration of the Ordinance on the March 6, 2023 Council Agenda. City Attorney Lauber presented a summary of the Ordinance and explained the additions and changes.

Public Comments

Laurie Ward, 514 S Ohio, stated that she disagrees with comments made by City attorney Joe Lauber and commented that Lauber Law Firm was paid \$328,000.00 in 2022 and the more discussions and changes that are made, the more they get paid. Ms. Ward asked if it was financially responsible for the Ordinance to be passed. The homeless population in Sedalia is approximately 258 or less than 2% of citizens. An attorney from the National Homelessness Association has said the Ordinance is not well written and if it is hard to understand or seems confusing it won't be upheld in court.

JoAnn Martin, 30192 Highway M, stated she is Chairman of Pillars of Pettis County that tries to develop housing resources and support for individuals and families of Pettis County. Ms. Martin added she understands the need for the public's opportunity to express concern and if the facility will be in their neighborhood. She commended Council for clarifying what goes into zoning. There is nothing in Section 64-124 (Special Use Permits) of City Code requiring an extensive management plan and oversight making it impossible to attract resources to the community. She also asked for Section 64-127 to be looked at and to make sure it is necessary to address a situation where homeless people are more dangerous than other things permitted in Section 64-124.

Seth Nevels, 24510 Oak Grove Ln. Lot #19, thanked Council for their service and stated that there is a need for a homeless shelter in Sedalia.

Turf Martin, 30192 Highway M, Chairman of CASA, stated he appreciates the City putting community residential centers in R-2 zoning. The warming shelter has had as many as 25 people but averages 11. Recently 2 people were dropped off by the Sedalia Police Department and another brought in who was in a wheelchair that could not tend to themselves. They are short on volunteers and hope to find someone to help. Mr. Martin suggested considering numbers instead of limits and doing more research into programs that are working in Independence, Springfield, and Branson and added the Springfield program is a national model.

David Miller, 115 Gentry Ave, Embassy Board member, volunteers at the Embassy and is employed at the Refuge House for the homeless in Warrensburg, Missouri. He stated the homeless are going to Warrensburg and it makes him sad they have to go somewhere else to get help. He asked if Sedalia wants to be the City that drives the helpless and broken away or to be a City helping people.

Steve Graff, 1520 W Broadway, stated there was a study done in the late 1990's that named Sedalia the "Social Capitol". He asked to consider the reputation built nationally for a community that has a heart, that cares, and takes care of itself.

Kathleen Boswell, 312 S Sneed, asked if there was a specific location, if the Ordinance would cover the entire town and everything within City limits, and if Mercy Rest Stop would be considered a Community Residential Facility. Mayor Dawson stated that there isn't a specific applicant to refer to. Ms. Boswell stated she is trying to figure out what could be offered to fall into a category such as St. Patrick's basement warming shelter and Mayor Dawson stated it would be considered a Temporary Warming Shelter. Ms. Boswell asked if the Community Café would fall under the Ordinance and Mayor Dawson stated that would be discussed with Staff during a work session. Ms. Boswell added that if it's not a good Ordinance, you can vote no.

Jill White, 27223 Green Rd., Katy Depot Site Manager, stated the Katy Depot is the place visitors come to find out what Sedalia is about. Their roll is to promote Sedalia and be helpful to the citizens who live here. There is already an issue with homeless, transients, and vagrancy. The major concern is that it will get hard to handle if Mercy Rest Stop is directly across from the Katy Depot. Ms. White submitted a letter with photographs to Community Development Director John Simmons to provide to Council.

Gary Smith, 305 S Ohio, owner of The Shepherd's Place, stated there have been a lot of supporters in the community putting forth money, dreams and visions for a place that would be good for the City and those most destitute in our area. The location suggested across from the Katy Depot may be a place for visitors to come and see the Mercy Rest Stop and commend the City for what it does for the community.

Denise Ehlers, 709 E 11th, stated that the homeless population isn't as much as other communities and Mercy Rest Stop could help the numbers go down.

Dawn Williams, 20449 Highway B, Mental Health Coordinator for Pettis County Health Center and member of the Katy Trail Board, stated she oversees a criminal diversion program for mental health and substance abuse issues. In the program she has individuals that run into problems with resources and the availability to get them. Having all services available to individuals who need help in one location will help them get out of the situation they are in, better themselves and make them into a successful citizen.

John Hopkins, Calhoun, MO, commented that the Ordinance doesn't state how the current available resources will be affected and asked if they will be grandfathered in or halted. Mayor Dawson stated that would be discussed in a work session.

Michael Johnson, 2512 Stephenson, stated he moved to Sedalia from South Carolina and through his church, Liberty Life Center, has seen what this community does for others and added we need to come together to do more.

Ann Graff, 1520 W Broadway, stated she has worked and lived in the community for over 40 years in social services and is President of the Embassy. Programs like the Embassy and Mercy Rest Stop are funded primarily through donations, volunteer work and too many rules and regulations make it difficult for people to become involved and programs to remain open.

Donnie Ditzfeld, 2419 W 1st St., gave a history of the Community Café and how funding was obtained to build and furnish it through donations from local businesses and people within the community. Mr. Ditzfeld added that the thing homeless people need the most is a place to shower which is something Mercy Rest Stop will provide.

City Clerk Jason Myers read the following letters into record:

"To Mayor Andrew Dawson, Members of the City Council, City Administrator Kelvin Shaw and Community Development Director John Simmons

Regarding: Proposed Changes to Planning & Zoning Ordinance

Due to an extended stay out of state I will be unable to attend upcoming meetings regarding proposed changes to Sedalia's Planning & Zoning Ordinance. Our Concern has been previously expressed and documented in correspondence distributed to City officials and Planning & Zoning Commissioners. Copy of that correspondence is attached. The Concern remains focused on potential location of a Mercy Rest Stop type facility within the Katy Depot neighborhood and the subsequent impact effecting public safety of business associates, visitors and staff; as well as creation of an adverse public image diminishing the mission that the Historic Katy Depot fulfills not only locally but to a national and even international audience. I urge your prudent action to assure that these concerns are seriously considered and that safeguards put in place to secure safety and public profile of the Historic Katy Depot.

Deborah Biermann, Executive Director
Sedalia Heritage Foundation
Katy Depot"

"Dear members of Sedalia City Council:

I would like the attached to be forwarded to Council Persons and documented in the City's Public Hearing being held Monday, January 30, 2023, as I am traveling and unable to attend in person. Living outside or in substandard housing complicates efforts to treat illnesses and injuries, and the outcomes are disastrous; those living in the margins and in poverty suffer preventable diseases at three to six times the rates experienced by others, have higher death rates, and have dramatically lower life expectancy by an average of 30 years. Services provided by local service providers as well as emergency homeless services decrease psychiatric emergency services admittance at Bothwell Regional Health Center by engaging the vulnerable population in community-based crisis intervention. I genuinely believe that the City Administration has the community's best interest in mind, but that there is a solution beyond implementation of a Transitional Services Ordinance that is loaded with bias and underlying discrimination against the vulnerable population that our area non-profits and services providers continue to deliver every day. As a member of the community who served on the Transitional Services Committee, works for a local non-profit, and lives locally I think that there is potential for compromise. The compromise could be facilitated by bringing representatives from local service providers, like Open Door Service Center, CASA, Pettis County Health Center, Pettis County Community Partnership to name a few, to the table for a conversation to discuss ongoing efforts and/or trends seen while serving the community. I would encourage Councilmembers to explore definitions from HUD and the Fair Housing Act when opening discussion pertaining to the Special Use Permits that could be detrimental to the future of non-profit organization and service providers who currently exist in our community today. The Transitional Services Committee did not discuss or request that Special Use Permits to be included in the Transitional Ordinance; this was foisted on the committee by the City's attorney, who was supposed to be facilitating discussion not crafting legislation. Pettis County Service providers have been successfully

serving missions in Sedalia for many decades. I am certain that if the City Administrators and Council Persons were to offer suggestions or positive means of collaboration with non-profits then the Directors, Service Providers, and Non-Profit Boards would be open to a conversation. I am proud of the community that we live in. I am proud of the opportunities available to my children by this community. I want to be proud that we, as a community, can come together with differences of opinion to provide resources to every friend, neighbor, family member, and co-worker knowing that our futures are unknown and any of us may need services at any point in time.

Best Regards,
Samantha Gilpin
1201 S Montgomery"

With no further public comments, the public hearing closed at 7:55 p.m.

City Attorney Joe Lauber suggested that with the information heard, Staff should be directed to bring the Ordinance back for the March 6, 2023 Council Meeting and that a "Frequently Asked Questions" sheet could also be provided. Mayor Dawson stated that the Ordinance could also be postponed to the March 20, 2023 Council Meeting. Councilman Bloess suggest a dedicated work session be held for this topic. Council agreed. Dates for the work session will be considered at the February 6, 2023 Council Meeting. Motion by Oldham, seconded by Robinson to decide on a date on February 6th. All in favor.

The work session adjourned at 8:00 p.m. on motion by Oldham, seconded by Robinson. All in favor.

Respectfully Submitted: Jason S. Myers, City Clerk



Let's Cross Paths

PLANNING & ZONING COMMISSION

Wednesday, January 4, 2023

Council Chambers

5:30 pm

Planning & Zoning Commission

Tolbert Rowe	Present	Andrew Dawson	Present
Ann Richardson	Present Go-To	Teresa McDermott	Absent
John Kehde	Absent	Brenda Ardrey	Absent
Valerie Bloess	Present	Connie McLaughlin	Absent
Jerry Ross	Absent	Rhonda Ahern	Present
Chris Marshall	Present		

STAFF:

Kelvin Shaw
John Simmons
Jilene Streit
Joe Lauber

- Tollie Rowe, Chairman called the meeting to order at 5:36 pm
- Roll Call
- Mayor Dawson made the motion to accept the December 7, 2022 meeting minutes. Chris Marshall seconded the motion. All approved.

• New Business

➤ None

• Old Business

➤ Transitional Services

Joe Lauber addressed the commission, based on the discussions at the last meeting, the takeaways, instructions received for making some amendments. Copies of the redline & complete ordinance were sent out December 23, 2022. Tonight we will go through the redline copies. Had some time to review, don't know if there is anything in particular anyone on the commission wants to go over, can walk through the changes if needed. Have a couple that will make comments on then if there are any questions, can answer those.

Definition of Residence – change to some additional language added to the bottom of the definition. The reason for adding that language is that the original definition for homeless was taken straight from HUD description of homeless & staff recommended the change to make that more simplified by using Residence as a defined term. Left the simplified definition of homeless in caps as suggested by staff but did go back in & try to bring in the HUD language

again for residence, which will be incorporated into homeless. That additional language is to tie residence to the definition that HUD provides of homeless & since use the defined term of residence in the homeless definition, it ties those two together.

Section 6 – consideration for Special Use Permits & a comment that is actually more appropriate at Section 12 & will touch on that at that point.

Sections 9 through 11 – the discussions from the last meeting where the commission suggested changes to what uses were included in which zoning districts, all those changes are made there.

Section 12 – suggest the commission might consider whether there are more than three (3) support services provided by more than one (1) service provider on one lot or in one (1) structure whether that might be something that would intensify the use in a way you might consider a Special Use Permit, do not have it written in at this point, would be a suggestion, if you would like to see that in the language, can make that change. If not, can just move on and could be a potential consideration for when having multiple uses by multiple services providers on the same lot in the same structure. Rhonda Ahern said it would make some sense for three (3) or more services were specifically talking about it in the R-3 district before, is this in all districts. Joe said it would be in all use districts where support services would be permitted so to the extent that, if a use district does not permit support services then it would not be permitted, must be complaint, underlying district requirements. Would simply say that, with this addition, would have both support services in R-3 district would always require a Special Use Permit & then if you decided to have this language that staff suggested, would be anytime you have any more than three (3) types of support services being provided by more than one (1) service provider on the same lot or in the same structure than it would require a Special Use Permit. Val Bloess asked, but you can have more than three services with a Special Use Permit? Joe Lauber said yes and under what is being suggested is if it's one (1) service provider that is providing multiple services then it wouldn't trigger the Special Use requirement, it would be there are multiple service providers in the same, you could increase any of those, you could say four (4) support services for two (2) or more from that standpoint whatever you think would be appropriate. The idea, again, is that in trying to lean towards the potential impact for higher traffic, more intense use at a structure than might be normally expected by one (1) single business providing one (1) single service is the concept. Rhonda Ahern said that makes sense, so churches wouldn't have any, think about the whole impact. Chairman Rowe said multiple services would not require a Special Use but multiple providers with multiple services would. Joe answered yes, with the exception of R-3 which is separately would trigger the Special Use Permit. Val commented that she couldn't find it right now but is there a limit of 10 people to a shelter? Is there any limit of how many people can go into a shelter on a cold night? Mayor answered the building codes and occupancy would come into play there, would be just like any building that we have, you can only have x amount of people, would have to take into consideration fire exits, etc... Joe said it is a different subject than talking about but it is in Section 64-127 C Shelters – subsection – Shelters located in the city's residential zoning district shall not exceed 40 beds provided that such shelters must otherwise comply with underlying zoning districts. Don't recall any limitation of 10. John said that number came from our existing ordinance of Group Homes & daycares are limits. Joe asked if the commission want to do anything about a potential for creating a Special Use trigger for multiple services. Again, as suggested more than three (3) support services, so at the fourth support service, and provided by more than one service provider on one lot or within one structure. Chairman Rowe asked for a motion to direct staff to make that amendment. Chris Marshall made the motion to modify based on the directions. Rhonda Ahern seconded the motion. All approved. Ann Richardson voted yes per Go-To.

Joe Lauber said the other change to draw attention to is Sub-section D in 64-127 – Notice of Hearing. This is from a conversation from the last meeting regarding the idea that in the event that a revocation of a Special Use Permit be considered that we provide some sort of due process. So, created a notice of breach & opportunity to cure. Basically, in the event a triggering event could cause the revocation of a Special Use Permit is in play the Community Development Department would have to issue a written notice 10 days in advance, there would be a public hearing in front of the City Council to determine whether or not a Special Use Permit should be revoked so it won't be automatic, not an administrative act essentially one where there is an opportunity to fix within that 10 days or to be brought before a hearing of the City Council so the Special Use Permit would be resolved. Does provide that if that Special Use Permit is revoked than no application for a new Special Use Permit by the same property owner or at the same location may be filed for a period of one year after the date of revocation. Sub-section e was the deemed approval language that ended up deleting couple meetings ago & should have been deleted out of this copy & didn't get done. Those are the highlights of the changes being made as discussed other than the one suggested provision.

Chairman Rowe asked for questions from the commission. None. Rhonda Ahern made the motion to recommend approval of this ordinance to the City Council. Terri McDermott wanted to address the attorney's letter. Joe Lauber addressed Chairman Rowe; we have a motion but not a second. Chairman Rowe requested a second, Val Bloess seconded the motion. Terri McDermott wanted to address the letter from the attorney that the commission had received, Katie Scott that was sent on December 20th & the concerns she had. She mentioned several things in her letter that she thinks needs to be addressed. The disabled. Why was the 1,000 ft. chosen from daycare or school? What are the aspects that can cause a negative impact on the surroundings? Terri missed the last meeting and she didn't know if these were addressed. Joe responded that as going through the process, all the way back to the Transitional Services Committee, have been looking at National Law in respect to homelessness issues, questions have been raised as we have gone through the process. A letter of this type is common, individuals are hired to take one position or another. These are issues that are raised, common things, people try to raise when trying to defeat an ordinance & they would be the opinion of that particular attorney. We have addressed all of these issues going through. The only one that is outside that attorney's opinion the issue of the 1,000 ft. & if remember correctly that is actually tied to state statutes with respect between churches, schools & daycares. John Simmons said our city code has that as a limitation under medical marijuana zoning as well as alcoholic beverages distances from churches, schools & daycares. That is currently in our ordinances now as threshold footage from any consequences from those types of institutions. Terri said she just wanted to make sure that these concerns had been addressed. With no further discussion, Chairman Rowe asked the commission to vote aye or no. All were in favor. Anne Richardson voted aye on the Go-To.

John Simmons said what this looks like moving forward, will do a 15 day publication of a public hearing before this goes to Council. That will be noticed up in the newspaper the weekend of January 14, 2023, and then there will be a public hearing & Council work session on January 30, 2023 at 6:30 pm. At that work session Council will then determine if it goes to the February 6 Council Meeting for a yes or no on the ordinance. Public Hearing on January 30th, the opportunity for the public to come in & have their feelings, opinions heard before Council & then Council can discuss in their work session & determine what they are doing. Mayor Dawson said just so you know if that public hearing ends up running long & Council runs out of time to do the work session, it will be moved to February 6 & final approval to the February 17th Council Meeting.

- Other

➤ John Simmons indicated there are two items for consideration in the future:

1. Have been requested to consider the additional to adding boutique hotels to the C-2 downtown District. If you notice across country, boutique hotels are popping up, they are the smaller 25 room, 40 room or smaller hotels that have special accommodations as well as advance services for the guests. Have that before us to consider. Will bring language forward. Currently hotels are not listed in C-2 even though Bothwell Hotel is downtown. It existed prior to that zoning ordinance. Can either add hotel completely to the ordinance or add boutique hotel & define it.

2. Recreational marijuana zoning to consider & will be bringing that information to you in the future also.

Next meeting – February 1, 2023

Chris Marshall made the motion to adjourn the meeting. Rhonda Ahern seconded. All approved.

Meeting adjourned.

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SEDALIA
AUTHORIZING THE NAMING OF AN UNNAMED STREET WITHIN THE
GROUNDS OF LIBERTY PARK TO LIBERTY STADIUM DRIVE.**

WHEREAS, Sedalia, Missouri, as a city of the third classification, may change the name of its streets pursuant to §77.220, RSMo; and

WHEREAS, the City desires to name an unnamed north-south road within the grounds of the City's Liberty Park to "Liberty Stadium Drive."

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

Section 1. The City Council hereby proposes that the unnamed street that bisects the City of Sedalia property at 1700 West 3rd Street near the Heckart Community Center (Parcel ID 153005110001000) within Liberty Park and runs north-south between Liberty Park Boulevard and West 3rd Street be hereby named "Liberty Stadium Drive."

Section 2. As required by §77.220, RSMo. and fulfilled by Resolution No. 2006, dated December 19, 2022, the City has provided public notice of the proposed street name by publication in the Sedalia Democrat newspaper on December 24, 2022 and then waited four weeks before enacting this ordinance.

Section 3. As there are no resident property owners along the length of such street, there are no protests against this name change.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

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 6th day of February, 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of February, 2023.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers, City Clerk

**CITY COUNCIL
OF THE CITY OF SEDALIA, MISSOURI**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI,
STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE
THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2023.**

WHEREAS, Section 67.010 of the Revised Statutes of Missouri requires each political subdivision of the State of Missouri ("State") to prepare an annual budget and establishes the requirements for that budget; and

WHEREAS, the City of Sedalia, Missouri ("City"), is a city of the third classification created pursuant to Chapter 77, RSMo, and is a political subdivision of the State of Missouri; and

WHEREAS, the City Council of the City adopted and approved the City's annual budget for Fiscal Year 2023 in accordance with the requirements of Section 67.010, RSMo, by Ordinance No. 11535 on March 21, 2022, and

WHEREAS, Sections 67.030 and 67.040 authorize and provide a procedure for the City Council to amend the City's annual budget to increase expenditures in any fund; and

WHEREAS, expenses for City's operations for Fiscal Year 2023 have been higher than budgeted, but do not exceed revenues plus the City's unencumbered balance brought forward from previous years; and

WHEREAS, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2023 annual budget.

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

Section 1. Expenditures from the City's Capital Projects Fund must be increased by a total of \$12,000 above the amount authorized in the adopted annual budget for Fiscal Year 2023. An amendment to increase said budget is necessary for the following facts and reasons:

A. TEAP Grant Award in the amount of \$12,000 for Professional Engineering Services.

Section 2. This Resolution shall take effect immediately upon its execution by the Mayor or otherwise as provided by law.

PASSED by the City Council of the City of Sedalia, Missouri, on February 6, 2023

Presiding Officer of the Council

ATTEST: _____
Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023
REGARDING PUBLIC WORKS TEAP GRANT AWARD.**

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

Section 1. The 2022-2023 fiscal year budget beginning April 1, 2022 and ending March 31, 2023 is hereby amended to modify certain budgeted line items as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

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 6th day of February 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of February 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
City of Sedalia
FY23 Budget Amendment 2/6/2023 PW TEAP Grant Award

Account / Description	Current Budget	Change	Amended Budget	Comments
Revenues / Source of Funds				
15-00-449-00 Other Grant Revenue	-	12,000.00	12,000.00	TEAP Grant Award
Total Revenue Change		<u>12,000.00</u>		
Expenditures / Uses of Funds				
15-32-230-02 Fire Professional Fees Engineering	80,000.00	12,000.00	92,000.00	Grant Award Expenses
Total Expenditure Change		<u>12,000.00</u>		
		<u>(24,000.00)</u>		Net Increase (Decrease) in Projected Fund Balance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A TRAFFIC ENGINEERING ASSISTANCE PROGRAM AGREEMENT FOR AN OPERATIONAL ANALYSIS OF ENGINEER AVENUE FROM NORTH CITY LIMITS – REINE ROAD TO EAST 7TH STREET.

WHEREAS, the City of Sedalia, Missouri has received a Traffic Engineering Assistance Program agreement from the Missouri Highways and Transportation Commission for an Operational Analysis of Engineer Avenue from North City Limits (Reine Road) to East 7th; and

WHEREAS, under the agreement, the City of Sedalia, Missouri shall receive funding in an amount not to exceed Twelve Thousand Dollars (\$12,000.00) for said analysis and provide local match in the amount of Eight Thousand Dollars (\$8,000.00) as more fully described in the agreement attached and 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 authorizes the agreement by and between the City of Sedalia, Missouri and Missouri Highways and Transportation Commission as the agreement has been proposed.

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

Section 3. The City Clerk is hereby directed to file in his 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 6th day of February 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of February 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

To: Kelvin Shaw
From: Brenda Ardrey *BA*
Date: January 17, 2023
Subject: MoDOT – Approval of Agreement and Acceptance of Grant Award
2022 Traffic Engineering Assistance Program (TEAP)

The Public Works Department is requesting City Council's approval of the attached Missouri Department of Transportation (MoDOT) Traffic Engineering Assistance Program (TEAP) grant award and agreement for an Operational Analysis of Engineer Ave. from North City Limits (Reine Road to E. 7th St.)

Engineer Ave. between E. 7th St. and E. 3rd St. is of particular concern due to heavy traffic flow and congestion around Washington Elementary School. Engineer Ave. north from 3rd St. to its point of beginning at Reine Road has been under discussion with Pettis County as a result of their project to improve Cedar Drive from Reine Road north and connect to a new "Route H" overpass roadway which is likely to increase truck traffic along this section of Engineer Ave. also. In recent years, there has been a significant increase in traffic along this route including heavy truck and commercial traffic. This study is intended to provide recommendations for site-specific improvements, such as projects intended to increase traffic safety along the roadway, such as speed limit changes; traffic control devices, such as installation of new, or replacement of obsolete, traffic control devices, such as signs or street lighting, etc.; and potential re-routing to better use underutilized capacity in the form of parallel roadways.

This grant requires local match including local funds and in-kind available to the City. MoDOT will provide 80% funding up to \$12,000 for a project and the City will be required to match the funds provided with at least 20% local funding (\$3,000). This analysis is estimated to cost a total of \$20,000. The City will provide a total of \$8,000 in matching funds for the project.

Thank you for your consideration of accepting this project grant award and agreement.

CCO Form: FS26
Approved: 01/15 (MWH)
Revised: 03/17 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: TEAP067
Award Year: 2023
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRAFFIC ENGINEERING ASSISTANCE PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Sedalia (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in 23 U.S.C. 402, Planning and Research funds to be used for Traffic Engineering Assistance Program (TEAP) activities. The purpose of this Agreement is to grant the use of such Traffic Engineering Assistance Program funds to the City.

(2) LOCATION: The TEAP funds which are the subject of this Agreement are for the project at the following location:

Engineer Road safety and operational analysis from Reine Road to East 7th Street in the City of Sedalia

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to

the City. The City may not be eligible for future TEAP Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's Assistant Chief Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The

City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(14) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government, the Commission and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80 percent not to exceed \$12,000.00. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(15) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(16) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(17) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit

from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(18) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the TEAP Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(19) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(20) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(21) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(22) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(23) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(24) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(25) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SEDALIA

Title _____

By _____
City Administrator
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

DocuSigned by:
Joseph M. Lauber
28582ABAF88B47D...

City Attorney
Title _____

Ordinance No _____

Exhibit A - Location of Project

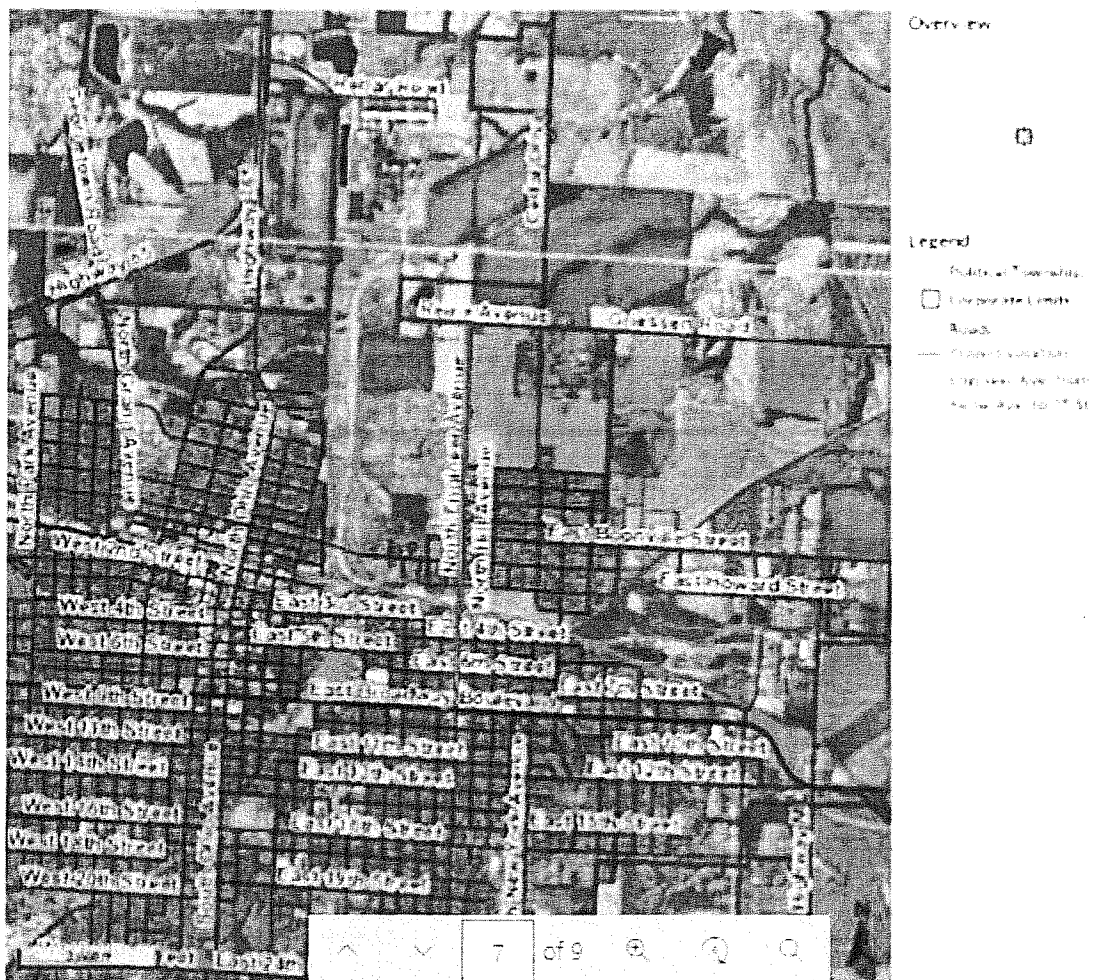


Exhibit B – Project Schedule

Task	Date
Execution of Program Agreement	January 27, 2023
Approval of Engineering Services Contract	January 27, 2023
Notice to Proceed	February 3, 2023
Final Report Submittal	May 17, 2023
Final Invoice Submittal	May 31, 2023

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR ANALYSIS OF ENGINEER AVENUE FROM THE NORTH CITY LIMITS – REINE ROAD TO EAST 7TH STREET.

WHEREAS, the City of Sedalia, Missouri has received an agreement from Wilson & Company, Inc. for professional engineering services for analysis of Engineer Avenue from the North City Limits – Reine Road To East 7th Street; and

WHEREAS, under the agreement, the City of Sedalia, Missouri shall pay to Wilson & Company, Inc. an amount not to exceed Twenty Thousand Dollars (\$20,000.00) as more fully described in the 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 authorizes the agreement by and between the City of Sedalia, Missouri and Wilson & Company, Inc. in substantively the same form and content as it 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 his office a duplicate or copy of the proposal after it has been executed by the parties or their duly authorized representatives.

Section 4. This ordinance shall 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 6th day of February 2023.


Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of February, 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

To: Kelvin Shaw
Jessica Pyle
From: Brenda Ardrey 
Date: January 17, 2023
Subject: Wilson & Company, Inc. – Approval of Agreement
2022 Traffic Engineering Assistance Program (TEAP)
Operational Analysis of Engineer Ave. from North City Limits (Reine Road to E. 7th St.)
Request for Budget Amendment 15-32-230-02 Expense and Revenue

The Public Works Department is requesting City Council's approval of the Wilson & Company, Inc. agreement attached in relation to the Missouri Department of Transportation's (MoDOT's) Traffic Engineering Assistance Program (TEAP) grant award made to the City for an Operational Analysis of Engineer Ave. from North City Limits (Reine Road to E. 7th St.). After considering the engineering firms approved by MoDOT via their Local Public Agency listing of prequalified engineering firms, Wilson & Company, Inc. was selected as they are familiar with the Sedalia area including Engineer Ave. as they were the engineering firm that designed the Katy Trail extension in the same area. Additionally, the City has worked on a number of projects with engineers from the firm and have been well satisfied with the projects, as completed.

The project consists of review and analysis of Engineer Ave. between E. 7th St. and E. 3rd St. with particular evaluation in the area due to the heavy traffic flow and congestion around Washington Elementary School. Engineer Ave. north from 3rd St. to its point of beginning at Reine Road has been under discussion with Pettis County as a result of their project to improve Cedar Drive from Reine Road north and connect to a new "Route H" overpass roadway which is likely to increase truck traffic along this section of Engineer Ave. also. In recent years, there has been a significant increase in traffic along this route including heavy truck and commercial traffic. This study is intended to provide recommendations for site-specific improvements, such as projects intended to increase traffic safety along the roadway, such as speed limit changes; traffic control devices, such as installation of new, or replacement of obsolete, traffic control devices, such as signs or street lighting, etc.; and potential re-routing to better use underutilized capacity in the form of parallel roadways.

This grant provides \$12,000 of MoDOT TEAP funding for the project and requires local match including local funds and in-kind from the City of \$8,000. Public Works has \$8,000 available in Account #15-32-230-02 Professional Fees Engineering and is requesting a budget amendment to reflect the amount of grant award, \$12,000. Additionally, a grant award revenue account will need to be increased to reflect the receipt of the grant funding.

Thank you for your consideration for awarding this contract and budget amendment.

SPONSOR: Missouri Highways and Transportation Commission

LOCATION: Sedalia, Missouri

PROJECT: Engineer Ave. – Reine Rd to E. 7th St Safety and Operation Analysis

THIS CONTRACT is between *City of Sedalia, Missouri*, hereinafter referred to as the "Local Agency", and *Wilson & Company, Inc., Engineers & Architects (800 E 101st Terrace, Suite 200, Kansas City, Missouri 64131)* hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its *Traffic Engineering Assistance Program (TEAP)*, coordinated through the Missouri Department of Transportation, the Local Agency intends to *perform a safety and operational analysis of Engineer Avenue from Reine Road to E. 7th Street* and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Attachment A

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

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

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

ARTICLE III-ADDITIONAL SERVICES

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

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

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

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

ARTICLE V - PERIOD OF SERVICE

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

- A. PS&E Approval by MODOT shall be completed on May 31, 2023
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

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

ARTICLE VI – STANDARDS

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

ARTICLE VII - COMPENSATION

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

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$2,131.31, with a ceiling established for said design services in the amount of \$20,000.00, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$ N/A, with a ceiling established for said inspection services in the amount of \$ N/A, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 - 2. An amount calculated at 61.69% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 - 3. An amount calculated at 117.57% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 - 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus

5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

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

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of: None

Sub-Consultant Name	Address	Services
None		

ARTICLE X - PROFESSIONAL ENDORSEMENT

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

ARTICLE XI - RETENTION OF RECORDS

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

ARTICLE XII - OWNERSHIP OF DOCUMENTS

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

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

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

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

- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
 - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
 - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
 - 3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

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

ARTICLE XV - SUCCESSORS AND ASSIGNS

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

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

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

ARTICLE XX – INSURANCE

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

- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

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

Attachment A – Scope of Service

Attachment B - Estimate of Cost

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

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

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this 17th day of January, 2023

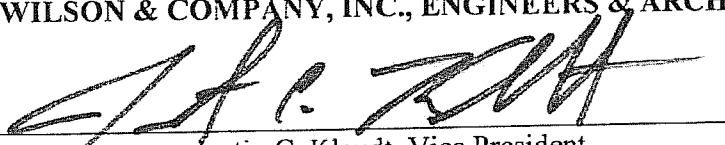
Executed by the County/City this ___ day of _____, 20__.

FOR: SEDALIA, MISSOURI

BY: _____
Mayor Andrew Dawson

ATTEST: _____
City Clerk

FOR: WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS

BY: 
Justin C. Klaudt, Vice President

ATTEST: 

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

FINANCE DIRECTOR

ATTACHMENT A

Scope of Services

Complete a safety and operations analysis of the roadway, looking at speed limits, volume of traffic during school hours and after hours, volumes on nearby roadways where traffic might be diverted, signage including the LED flashing school zone signs, options for moving traffic away from Engineer Avenue to avoid significantly increasing commercial traffic in the Washington Elementary School Zone, traffic calming measures and other alternatives that a traffic engineer might propose.

Wilson & Company will collect data to include, but not be limited to traffic counts, sight distances, current speed limits, signage details and accident/incident reports for the roadway including intersections and as funding allows nearby alternative roadways. Wilson & Company will analyze the information and provide to the City of Sedalia a report identifying, prioritizing and quantifying safety impacts from recommended roadway improvements, including layout of signage including enhancements and establishing safe, reasonable and consistent speed limits for Engineer Ave.

ATTACHMENT B

ESTIMATE OF COST

DESIGN PHASE	Hours	Rate (Salary Only)	Cost
<i>Safety and Operations Analysis</i>			
Quality Control Manager	<u>8</u>	<u>\$75.00</u>	<u>\$600.00</u>
Project Manager	<u>24</u>	<u>\$65.00</u>	<u>\$1,560.00</u>
Traffic Engineer	<u>60</u>	<u>\$42.00</u>	<u>\$2,520.00</u>
CADD Technician	<u>40</u>	<u>\$37.00</u>	<u>\$1,480.00</u>
Admin	<u>8</u>	<u>\$25.00</u>	<u>\$200.00</u>
 SUBTOTAL	 <u>140</u>		 <u>\$6,360.00</u>
 <i>Overhead (179.26% X SUBTOTAL)</i>			 <u>\$11,400.94</u>
 TOTAL LABOR & OVERHEAD			 <u>\$17,760.94</u>
 <i>Fixed Fee(12.00% X TOTAL LABOR & OVERHEAD)</i>			 <u>\$2,131.31</u>
 TOTAL LABOR, OVERHEAD & FIXED FEE			 <u>\$19,892.25</u>
 <i>Other Direct Costs</i>			
Printing			<u>\$107.75</u>
 TOTAL FOR DESIGN PHASE			 <u>\$20,000.00</u>



105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

Missouri Department of Transportation
Patrick K. McKenna, Director

1.888.ASK MODOT (275.6636)

November 12, 2022

Catherine Cochrane
Wilson & Company, Inc. Engineers & Architects
4401 Masthead Street NE Suite 150
Albuquerque, NM 87109

Dear Ms. Cochrane:

Thank you for submitting your company's annual financial pre-qualification documents. MoDOT's Audits and Investigations Division has completed the review. Wilson & Company, Inc. Engineers & Architects will be added to the Consultant Pre-qualification List. To view this list, go to www.modot.gov scroll down to Partner with MoDOT– select Consultant Resources – select Consultant Pre-qualification List under Explore This Topic.

The rate(s) shown in the following table represents the rate(s) as presented in the financial pre-qualification documents for the year ended 2021. The acceptance of this rate(s) is for MoDOT only and is not intended to imply cognizant approval.

Home Office Rate	179.26%
Facilities Capital Cost of Money Rate	.20%
Field Office Rate	116.56%
Facilities Capital Cost of Money Rate	.14%

All companies must submit the required pre-qualification information annually using the most current forms found on the Consultant Pre-qualification Requirements webpage. Failure to comply may result in loss of MoDOT pre-qualification. Financial information should reflect the most recent complete fiscal year and must be submitted no later than six months after the close of that fiscal year. Please remember to review the expiration dates to ensure your company remains in approved status.

If you have any questions, please call (573) 751-7446.

Respectfully,

Kelly R. Niekamp
Audit Manager
Audits and Investigations

cc: Keith Jennings-de



Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.

www.modot.org

ATTACHMENT C

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

INSTRUCTIONS FOR CERTIFICATION

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

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.

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

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

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

ATTACHMENT D

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

Attachment E
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

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

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

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

- A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.
- B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.
- C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.
- D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.
- E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).
- F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.
- G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.
- H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.
- I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

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

Firm Name (Consultant): Wilson & Company, Inc., Engineers & Architects

Project Owner (LPA): City of Sedali, Missouri

Project Name: Engineer Ave. – Reine Rd to E. 7th St Safety and Operation Analysis

Project Number:

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

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

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

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

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

LPA

Printed Name: _____

Signature: _____

Date: _____

Consultant

Printed Name: Justin C. Klaudt

Signature:  _____

Date: January 17, 2023

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR A TREE RE-INVENTORY OF APPROXIMATELY 1,500 CITY PARK AND RIGHT-OF-WAY TREES

WHEREAS, the City of Sedalia, Missouri has received a proposal to enter into an agreement by and between the City of Sedalia, Missouri and ArborPro, Inc. for a tree re-inventory of approximately 1,500 trees located within city parks and street right-of-ways; and

WHEREAS, under the proposal, and as consideration therefore, the City of Sedalia, Missouri shall pay ArborPro, Inc. the sum of not to exceed Five Thousand Five Hundred Fifty Dollars (\$5,550.00) 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 ArborPro, Inc. 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 his 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 6th day of February 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of February 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

To: Kelvin Shaw
Through: Brenda Ardrey *BA*
From: Elizabeth Nations
Date: January 30, 2023
Subject: Council Memo - Tree Re-inventory
Award of Contract (TRIM Grant Funds)

On January 3, 2023, two (2) sealed bids were opened for a tree re-inventory of 1,500 City park and right-of way trees. Bids were received from ACRT Inc., Stow, OH, and ArborPro, Inc. Yorba Linda, CA.

Consideration of the bids were based on the following criteria: project understanding and proposed approach, experience and qualifications of the project team, total project cost and demonstrated ability to use visual tools, including graphs and images to convey data and other information. Both bidders met the requirements of the proposal and after review the Public Works Department recommends award of a contract for this inventory to ArborPro, Inc., 22605 E. La Palma Ave. Ste. 509, Yorba Linda, CA 92887, the low bidder with a price of \$5,550.00.

The Missouri Department of Conservation awards grants through a Tree Resource Improvement and Maintenance (TRIM) cost share program. The City applied for and received a \$10,000.00 grant to complete this re-inventory project along with \$3,500 new tree placement. The City will be required to have a cost share match for the grant of \$4,692.00 which will be in-kind labor that the Public Works Department currently does as routine tree care maintenance and tree planting. This is the twelfth year the City has received this grant.

Thank you for your consideration of this award.

**AGREEMENT BY AND BETWEEN THE CITY OF
SEDALIA AND ARBORPRO, INC.
FOR THE PROVISION OF TREE RE-INVENTORY CONSULTING SERVICES**

AGREEMENT made, effective the 6th of February, 2023, by and between the City of Sedalia (hereinafter referred to as the "CITY"), a municipal corporation with its principal place of business located at 200 S. Osage Avenue, Sedalia, MO 65301, and ArborPro, Inc. (hereinafter referred to as "ArborPro"), a company with its principal place of business located at 22605 E. La Palma Ave., Ste. 509, Yorba Linda, CA 92887.

WITNESSETH

WHEREAS, the CITY issued a Request for Proposal (hereinafter referred to as the "RFP", which is incorporated herein and made a part hereof by reference) dated December 3, 2022 for the provision of tree re-inventory consulting services.

WHEREAS, ArborPro submitted a Proposal (hereinafter referred to as the "Proposal", which is incorporated herein and made a part hereof by reference) dated December 20, 2022, for the provision of said consulting services, and;

WHEREAS, the CITY has awarded ArborPro the contract to provide the aforementioned consultant services,

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE I. SCOPE OF SERVICES

ArborPro agrees to provide the scope of services as outlined in the CITY's RFP December 3, 2022 and ArborPro's Proposal dated December 20, 2022.

ARTICLE II. TERM OF CONTRACT

The contract period for the services contemplated by this RFP will commence on February 6, 2023 and terminating on May 15, 2023.

ARTICLE III. FEES

In consideration of the terms and obligations of this AGREEMENT, the CITY agrees to pay, and ArborPro agrees to accept, the following fees for the services contemplated herein: \$5,550.00 - see attachment SCHEDULE A: Fee Schedule.

ARTICLE IV. TREE RE-INVENTORY DATA FIELD DEFINITIONS

The parties agree for purposes of the scope of work defined in the RFP the CITY and ArborPro shall use the terms and definitions provided in Attachment B: Tree Re-inventory Data Field Definitions, at a minimum.

ArborPro shall submit to the CITY itemized bills, properly executed claim forms, vouchers, and such other necessary information or supporting documentation as may be required by the CITY in order to process payment for fees. ArborPro agrees that no additional fees will be charged to the CITY without prior written consent by the CITY.

ARTICLE V. RELATIONSHIP

ArborPro is, and will function as an independent contractor under the terms of this AGREEMENT and shall not be considered an agent or employee of the CITY for any purposes.

ARTICLE VI. LICENSURE & CERTIFICATION

ArborPro shall at all times obtain and maintain any and all licenses and certifications required by the State of Missouri and the City of Sedalia to perform the services contemplated by this AGREEMENT.

ARTICLE VII. LIMITED WARRANTY

ArborPro, its divisions, agents, representatives, operations, or subsidiaries (collectively "ARBORPRO") provides this Limited Warranty as a condition of providing the services outlined in the AGREEMENT between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the "Services").

ArborPro provides the Services utilizing applicable standard industry practices and based on the facts and conditions known at the point in time the Services are performed. Facts and conditions related to the subject of the Services may change over time. ArborPro cannot predict or determine developments concerning the subject of the Services and will not be liable for any developments, changes, or conditions that occur, including, but not limited to, decay or damage by the elements, persons or implements, insect infestation, deterioration, conditions not discoverable using the means and methods used to perform the Services, or acts of God or nature or otherwise. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing or analysis. ArborPro will not be liable for the discovery or identification of non-visually observable, latent, dormant or hidden conditions or hazards and does not guarantee that items will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

ArborPro may have reviewed publicly available or other third-party records or conducted interviews, and has assumed the genuineness of such documents and statements. ArborPro disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any information obtained from any third-party or publicly available source.

To the extent permitted by law, ArborPro does not make and expressly disclaims any warranties or representations of any kind, express or implied, with respect to completeness, accuracy, or current nature of the information contained in the Services or the reports or findings resulting therefrom beyond that expressly contracted for by ArborPro in the agreements between the parties, including but not limited to, performing diagnosis or identifying hazards or conditions not within the scope of the Services or not readily discoverable using applicable standard industry practices. ArborPro disclaims any warranty of fitness for any particular purpose. ArborPro's warranty is limited to one year from the date Services are performed. ArborPro's liability for any claim, damage or loss, whether direct, indirect, special, consequential or otherwise, caused by or related to the Services shall be limited to the Services expressly contracted to be performed by ArborPro.

ARTICLE VIII. INDEMNIFICATION

ArborPro agrees to defend, indemnify, and save harmless the CITY and its officers, employees and agents from and against all claims, actions, causes of action, injuries, damages, losses, liabilities, and expenses (including, without limitation, reasonable attorney's fees and court costs) arising out of, or in consequence of, any negligent or intentional act or omission of ArborPro in performance of the Services

agreed upon in this AGREEMENT to the extent of its or their responsibility for such claims, actions, causes of action, injuries, damages, losses, liabilities, and expenses.

ARTICLE IX. INSURANCE

In addition to the insurance requirements as stated in the RFP, the Contractor agrees that no work shall be commenced under the AGREEMENT until ArborPro has delivered to the City Clerk's Office or her/his designee proof of issuance of all policies of insurance required by the AGREEMENT to be procured by ArborPro. If at any time, any of said policies shall be or become unsatisfactory to the CITY, ArborPro shall promptly obtain a new policy and submit proof of insurance of the same to the CITY for approval. Upon failure of ArborPro to furnish, deliver and maintain such insurance as above provided, this AGREEMENT may, at the election of the CITY, be forthwith declared suspended, discontinued or terminated. Failure of ArborPro to procure and maintain any required insurance shall not relieve ArborPro from any liability under the AGREEMENT, nor shall the insurance requirements be constructed to conflict with the obligations of ArborPro concerning indemnification.

ARTICLE X. TERMINATION OF AGREEMENT

Notwithstanding any provisions of this AGREEMENT, the CITY shall have the right at any time, with or without cause, to terminate this AGREEMENT and the Services contemplated by this AGREEMENT upon thirty (30) days written notice of such termination. In the event of such termination of this AGREEMENT, the contract term set forth in Article II shall be changed accordingly and ARBORPRO shall be entitled to compensation for all services theretofore authorized and performed pursuant to this AGREEMENT in accordance with Article III of this AGREEMENT.

ARTICLE XI. MODIFICATIONS

This AGREEMENT may only be modified by a formal written amendment executed by the CITY and ArborPro.

ARTICLE XII. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision, or paragraph of this AGREEMENT shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, or paragraphs thereof.

ARTICLE XIII. CONTRACT DOCUMENTS

It is understood and agreed by the parties hereto that the following documents are incorporated into and form part of this AGREEMENT:

- i. The CITY'S RFP dated December 3, 2022, Attachment C;
- ii. ArborPro's Proposal dated December 20, 2022, Attachment D.

In the event of any discrepancy, disagreement, or ambiguity among the documents referenced above, said documents shall be given preference in the following order to interpret and to resolve any such discrepancy, disagreement, or ambiguity:

- i. This AGREEMENT;
- ii. The CITY's RFP dated December 3, 2022, Attachment C;
- iii. ArborPro's Proposal dated December 20, 2022, Attachment D.

ARTICLE XIV. NOTICES

All notices required under this AGREEMENT shall be in writing and either hand-delivered or properly mailed by certified mail, return receipt requested, to the addresses set forth below;

ArborPro, Inc.
Keith Hennig
22605 E. La Palma Ave., Ste. 509
Yorba Linda, CA 92887

ARTICLE XV. GOVERNING LAW AND VENUE

This AGREEMENT shall be governed by and construed according to the law of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Pettis County, Missouri.

IN WITNESS WHEREOF, the parties hereto hereby execute this AGREEMENT and make it effective as of the day and year first written above.

The City of Sedalia

Signature: _____
Andrew Dawson
Mayor

ArborPro Inc.

Signature: _____
Keith Hennig
President

ATTEST:

Jason Myers
City Clerk

ATTACHMENT A: Fee Schedule

1.	Kick-off meeting	\$0.00 per 1 unit
2.	Tree re-inventory including associated data files \$3.70 per tree	\$5,550.00
3.	Narrative report and slide presentation	\$0.00 per 1 unit
4.	Additional Trees Re-inventoried per City Request	\$3.70 per tree

Attachment B: Tree Inventory Data Field Definitions

The data fields that will be collected for each tree during the inventory are defined as follows:

- **Mapping coordinate.** X and Y coordinate locations.
- **Location.** The tree's physical location in relation to public ROW and/or public space will be recorded.
- **Blockside and Address.** Contractor will identify the location of each street tree and planting site so that they can easily be identified for future maintenance work. Street trees and planting sites will be located using an address number, street name, side of lot, tree number, and blockside information (on street, from street, and to street). Each tree and/or planting site at an address will receive a Site Number to aid in locating the site.
- **Species.** Trees will be identified by genus and species, with the exception of genera such as *Crataegus* or *Malus*, where field identification of species is often not practical.
- **Diameter.** Diameter is measured in inches at 4-1/2 feet above the ground, or diameter-breast-height (DBH).
- **Stems.** The number of stems a tree has will be recorded.
- **Condition.** In general, the health and structure of each tree will be recorded in one of the following categories based on visible root, trunk, scaffold branch, twig, and foliage conditions at the time of the inventory and adapted from the rating system established by the International Society of Arboriculture and based on visible root, trunk, scaffold branch, twig, and foliage conditions at the time of the inventory:
 1. Excellent. 100% condition rating.
 2. VeryGood. 90% condition rating.
 3. Good. 80% condition rating.
 4. Fair. 60% condition rating.
 5. Poor. 40% condition rating.
 6. Critical. 20% condition rating.
 7. Dead. 0% condition rating.
- **Primary Maintenance Need.** The following primary maintenance needs will be determined based on ANSI A300 standard specifications:
 1. Removal. Trees designated for removal have defects that cannot be cost-effectively or practically treated. The majority of the trees in this category have a large percentage of dead crown. All trees with safety risks that could be seen as potential threats to persons or property and seen as potential liabilities to the client would be in this category. This category includes large dead and dying trees that are high-liability risks as well as those that pose minimal liability to persons or property (such as trees in poor locations or undesirable species).

2. Large Tree Clean. These trees require selective removal of dead, dying, broken, and/or diseased wood to minimize potential risk. Priority of work should be dependent upon the *Risk* associated with the individual trees. Trees in this category may be large enough to require bucket truck access or manual climbing.
 3. Small Tree Clean. These trees require selective removal of dead, dying, broken, and/or diseased wood to minimize potential risk. Priority of work should be dependent upon the *Risk* associated with the individual trees. These trees are small-growing, mature trees that can be evaluated and pruned from the ground.
 4. YoungTreeTrain. These are young trees that must be pruned to correct or eliminate weak, interfering, or objectionable branches in order to minimize future maintenance requirements. Generally, these trees may be up to 20 feet in height and can be worked with a pole pruner by a person standing on the ground.
- **Secondary Maintenance Need.** The following secondary maintenance needs will be determined based on ANSI A300 standard specifications:
 1. Raise. Trees requiring pruning to remove low branches that interfere with sight and/or traffic. Lacking specific information on clearance required by local code per the client, 8 feet over sidewalk for *Pedestrian* clearance, 14 feet over roads for *Traffic* clearance, and 7 feet in public/park areas to allow for grounds maintenance will be used.
 2. Reduce. Selective pruning to decrease height and/or spread of the crown in order to provide clearance for electric utilities and lighting.
 3. Thin. The selective removal of water sprouts, epicormic branches, and live branches to reduce density.
 4. Utility. Selective pruning to prevent the loss of service, comply with mandated clearance laws, prevent damage to equipment, avoid access impairment, and uphold the intended usage of the facility/utility space. Branches are currently in conflict with overhead utility lines.
 5. Restoration. Selective pruning to improve the structure, form, and appearance of trees that have been severely headed, vandalized, or damaged.
 6. None. No secondary maintenance is recommended for the tree. This will be used as the default value when *Primary Maintenance* equals Removal or Plant Tree.
 - **Observations.** Significant observations affecting a tree's health, structure, and location will be made.
 - **Further Inspection.** This field will be used to indicate that a particular tree will require further or periodic inspection due to particular conditions with the tree that could cause it to be a safety risk and, therefore, potentially hazardous to the public.
 - **Clearance Required.** Trees which are causing or may cause visibility or clearance difficulties for pedestrians or vehicles will be identified, as well as those trees blocking clear visibility of signs or traffic signals, street lights, traffic signals, or other safety devices.

- **Hardscape Damage.** Damage to sidewalks and curbs by tree roots is noted.
- **Location Rating.** The quality of the location - used to establish tree value.
- **Overhead Utilities.** The inventory indicates whether overhead conductors or other utilities are present at the tree site that could result in conflicts with the tree.
- **Risk Assessment.** A risk rating will be assigned using an assessment protocol based on the USDA Forest Service Community Tree Risk Rating System.
 1. **Probability of Failure (1–4 points).** Identifies the most likely failure and rates the likelihood that the structural defect(s) will result in failure based on observed, current conditions.
 - a) **Low: some minor defects present.**
 - minor branch/crown dieback
 - minor defects or wounds
 - b) **Moderate: several moderate defects present**
 - stem decay or cavity within safe shell limits: shell thickness >1 inch of sound wood for each 6 inches of stem diameter
 - crack(s) without extensive decay
 - defect(s) affecting 30–40% of the tree's circumference
 - crown damage/breakage: hardwoods up to 50%; pines up to 30%
 - weak branch union: major branch or codominant stem has included bark
 - stem girdling roots: <40% tree's circumference with compressed wood
 - root damage: <40% of roots damaged within the critical root radius
 - c) **High: multiple of significant defects present:**
 - stem decay or cavity at or exceeding shell safety limits: minimum shell thickness = 1 inch of sound wood for each 6 inches of stem diameter
 - cracks, particularly those in contact with the soil or associated with other defects
 - defect(s) affecting >40% of the tree's circumference
 - crown damage/breakage: hardwoods >50%; pines >30%
 - weak branch union with crack or decay
 - girdling roots with >40% of tree's circumference with compressed wood
 - root damage: >40% of roots damaged within the critical root radius
 - leaning tree with recent root breakage or soil mounding, crack or extensive decay
 - dead tree: standing dead without other significant defects
 - d) **Extremely High: multiple and significant defects present; visual obstruction of traffic signs/lights or intersections:**
 - stem decay or cavity exceeding shell safety limits and severe crack
 - cracks: when a stem or branch is split in half or has cracks on opposite sides
 - defect(s) affecting >40% of tree's circumference or critical root radius and extensive decay or crack(s)
 - weak branch union with crack and decay
 - leaning tree with recent root breakage or soil mounding and crack or extensive decay
 - dead branches: broken (hangers) or with a crack
 - dead trees: standing dead with other defects, such as cracks, hangers, extensive decay, or major root damage
 - visual obstruction of traffic signs/lights or intersections
 - physical obstruction of pedestrian or vehicle traffic
 2. **Size of Defective Part (1–3 points).** Rates the size of the part most likely to fail. If the trunk is the part most likely to fail, tree will be recommended for removal and the DBH value will be used for the size of the defective part.

- a) Parts less than 4 inches in diameter
- b) Parts from 4 to 20 inches in diameter
- c) Parts greater than 20 inches in diameter

3. Probability of Target Impact (1–3 points). Rates the use and occupancy of the area that would be struck by defective part.

- a) Occasional Use: low-use roads and park trails; parking lots adjacent to low-use areas; natural areas such as woods or riparian zones; transition areas with limited public use; industrial areas.
- b) Intermediate Use: moderate- to low-use school playgrounds, parks, and picnic areas; parking lots adjacent to moderate-use areas; secondary roads (neighborhoods) and park trails within moderate- to high-use areas; and dispersed campgrounds.
- c) Frequent Use: emergency access routes, medical and emergency facilities and shelters, and handicap access areas; high-use school playgrounds, parks, and picnic areas; bus stops; visitor centers, shelters, and park administrative buildings and residences; main thoroughfares and congested intersections in high-use areas; parking lots adjacent to high-use areas; interpretive signs, kiosks; scenic vistas; and campsites (particularly drive-in).

4. Other Risk Factors (0–2 points). This optional subjective risk rating is used if professional judgment suggests the need to increase the total risk rating and invoke immediate corrective action. For example, trees with a numeric risk rating of 9 or 10 would be identified as high-priority trees to receive corrective treatments first. An inspector may wish to increase a tree's risk rating from 8 to 9 as a means of ensuring the tree will receive immediate corrective treatment. The total risk rating should not exceed 10 points.

- **Risk Rating.** Generally, trees with the highest numeric risk ratings should receive corrective treatment first. The overall risk rating of the tree will be indicated, based on the sum of above risk assessment field values. See the formula below:

$$\text{Risk Rating (3–10 points)} = \text{probability of failure (1–4 points)} + \text{size of defective part (1–3 points)} + \text{probability of target impact (1–3 points)} + \text{optional subjective risk rating (0–2 points)}$$

Trees assessed as lower risk may fail before trees assessed as higher risk. There are many uncontrollable conditions, such as weather, pests, and human involvement, that can contribute to tree failure. ARBORPRO's assigned risk is meant only to be used as a guideline to make safety-driven maintenance decisions and to direct normal tree maintenance programs efficiently. All risk ratings are based on observable defects at the time of assessment. All observations are made from the ground. The following risk ratings will be assigned:

- 1. None. Numeric *Risk Rating* equals 0. Used for planting sites only.
- 2. Low. Numeric *Risk Rating* equals 3 or 4. Trees designated as presenting a Low risk have minor visible structural defects or wounds in areas with moderate to low public access. At the current time, the observable defects—using visual inspection—do not meet the threshold of failure. No corrective action is required.

3. Moderate. Numeric *Risk Rating* equals 5 or 6. Trees designated as presenting a Moderate risk have defects that may be cost-effectively or practically treated. The majority of trees in this category exhibit several moderate defects affecting <40% of a tree's trunk, crown, or critical root zone. This category may also include young or newly planted trees in frequent public use areas, such as downtown business districts or popular parks. At the current time, the observable defects—using visual inspection—do not meet the threshold of failure. The defects may or may not result in eventual tree failure. These trees can be recommended for pruning or removal and should be addressed after all *Severe* and *High* risk tree maintenance.
 4. High. Numeric *Risk Rating* equals 7 or 8. Trees designated as presenting a High risk have defects that cannot be cost-effectively or practically treated. The majority of the trees in this category have multiple or significant defects affecting >40% of the trunk, crown, or critical root zone. Defective trees and/or tree parts are most likely between 4–20 inches in diameter and can be found in areas of frequent occupation, such as a main thoroughfare, congested streets, and/or near schools. Currently, these defects indicate that the tree is failing, is in immediate danger of failing, or has already partially failed. These trees can be recommended for pruning or removal and should be addressed immediately after all *Severe* risk removals.
 5. Severe. Numeric *Risk Rating* equals 9 or 10. Trees designated as presenting a Severe risk have defects that cannot be cost-effectively or practically treated. The majority of the trees in this category have multiple and significant defects present in the trunk, crown, or critical root zone. Defective trees and/or tree parts are most likely larger than 20 inches in diameter and can be found in areas of frequent occupation, such as a main thoroughfare, congested streets, and/or near schools. Currently these defects indicate that the tree is failing, is in immediate danger of failing, or has already partially failed. Large dead and dying trees that are high-liability risks are included in this category. This category is reserved for the highest priority removals only and corrective action should be taken as soon as possible.
- **Notes.** Additional information regarding disease, insect, mechanical damage, etc. can be included in this field.

ATTACHMENT C: CITY's RFP dated December 3, 2022

ATTACHMENT D: ArborPro's Proposal dated December 20, 2022

City of Sedalia

BID PROPOSAL FORM

Item for Bid	Cost Per Unit	# of Units	Total Bid
1. Kick-off Meeting		1	
2. Tree Re-inventory including associated data files	\$ 3.70	1,500	\$5,550.00
3. Narrative report and slide presentation	Included	1	0.00
4. Additional Trees Re- inventoried per specific City request	\$ 3.70	1	
GRAND TOTAL			\$5,550.00

PAYMENT TERMS

2% net 10

Bid Tabulation

Tree Re-Inventory

January 3, 2023 2:00 p.m.

Council Chambers

		ArborPro Inc. 22605 E. La Palma Ave. Ste. 509 Yorba Linda, CA 92887		ACRT Services 4500 Courthouse Blvd., Ste. 150 Stow, OH 44224		
Items for Bid	Cost Per Unit	# of Units	Total Bid	Cost Per Unit	# of Units	Total Bid
Kick-off Meeting		1		Included	1	0
Tree Re-Inventory incl. data files	\$3.70	1,500	\$5,550.00	\$4.40	1,500	* \$6,500.00
				* Math Error		\$6,600.00
Narrative report/slide presentation	Included	1	\$0.00	Included	1	0
Add. Tree Re-Inventory	\$3.70	1		\$4.40	1	0
Notes:	Payment terms 2% net 10		Price \$4.40/tree for 1,477 trees; to stay under budget, will assess 23 trees for free to bring to 1,500; Additional trees outside of scope must be agreed upon by City & ACRT by project Kick-off meeting prior to 1st day of re-inventory.			
						* \$6,500.00
GRAND TOTAL			\$5,550.00	* Math Error		\$6,600.00

**CITY COUNCIL
OF THE CITY OF SEDALIA, MISSOURI**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI,
STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE
THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2023.**

WHEREAS, Section 67.010 of the Revised Statutes of Missouri requires each political subdivision of the State of Missouri ("State") to prepare an annual budget and establishes the requirements for that budget; and

WHEREAS, the City of Sedalia, Missouri ("City"), is a city of the third classification created pursuant to Chapter 77, RSMo, and is a political subdivision of the State of Missouri; and

WHEREAS, the City Council of the City adopted and approved the City's annual budget for Fiscal Year 2023 in accordance with the requirements of Section 67.010, RSMo, by Ordinance No. 11535 on March 21, 2022, and

WHEREAS, Sections 67.030 and 67.040 authorize and provide a procedure for the City Council to amend the City's annual budget to increase expenditures in any fund; and

WHEREAS, expenses for City's operations for Fiscal Year 2023 have been higher than budgeted, but do not exceed revenues plus the City's unencumbered balance brought forward from previous years; and

WHEREAS, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2023 annual budget.

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

Section 1. Expenditures from the City's Public Works Capital Projects Fund must be increased by a total of \$25,996.87 above the amount authorized in the adopted annual budget for Fiscal Year 2023. An amendment to increase said budget is necessary for the following facts and reasons:

- A. Purchase three influent pumps for the Southeast Wastewater Treatment Plant due to power surge at the Plant.

Section 2. This Resolution shall take effect immediately upon its execution by the Mayor or otherwise as provided by law.

PASSED by the City Council of the City of Sedalia, Missouri, on February 6, 2023

Presiding Officer of the Council

ATTEST: _____
Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023
REGARDING PUBLIC WORKS PUMP PURCHASE FOR SOUTHEAST
WASTEWATER TREATMENT PLANT.**

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

Section 1. The 2022-2023 fiscal year budget beginning April 1, 2022 and ending March 31, 2023 is hereby amended to modify certain budgeted line items as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

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 6th day of February 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of February 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
City of Sedalia
FY23 Budget Amendment 2/6/2023 PW Purchase Pumps for SE Wastewater Treatment Plant

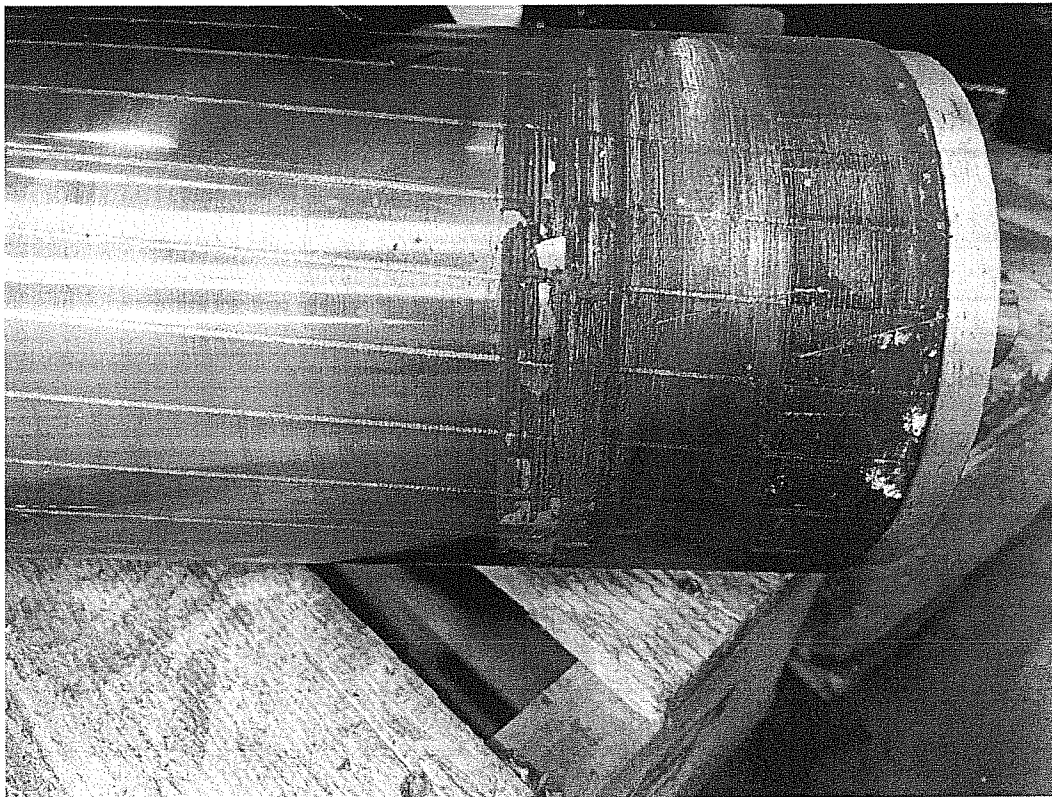
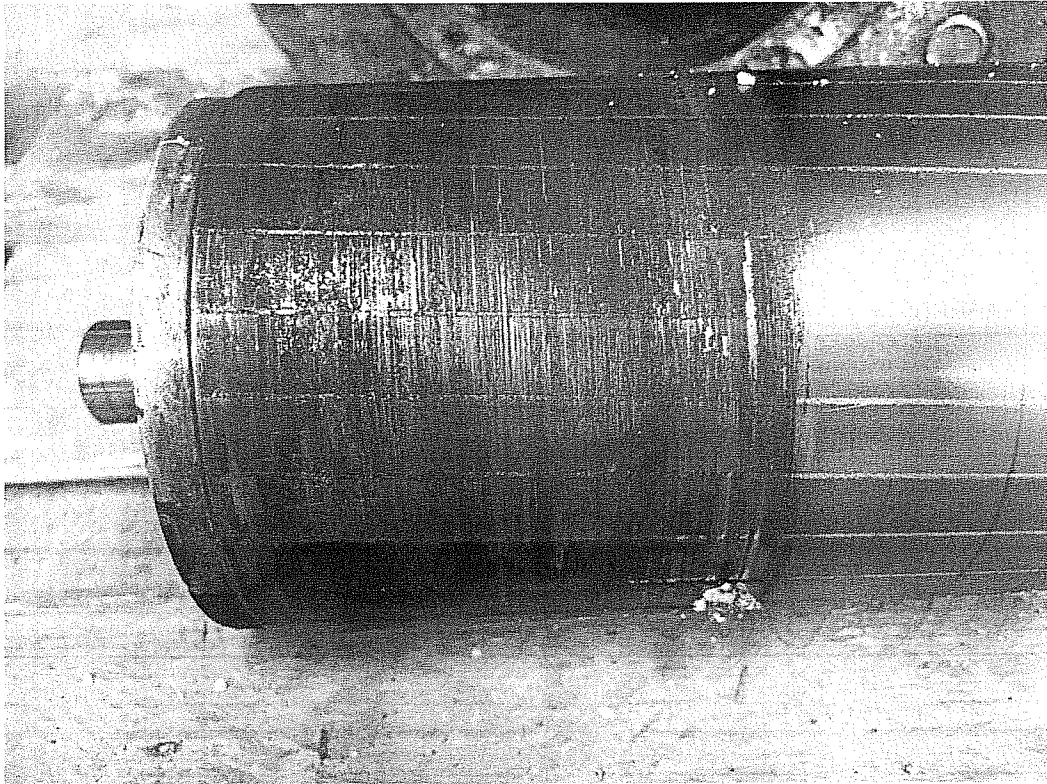
Account / Description	Current Budget	Change	Amended Budget	Comments
Expenditures / Uses of Funds				
61-51-351-00 Fire Equipment	246,175.36	25,996.87	272,172.23	Purchase 3 Influent Pumps for Southeast Wastewater Treatment Plant due to powersurge at the Plant
Total Expenditure Change		<u>25,996.87</u>		
		<u>(25,996.87)</u>		Net Increase (Decrease) in Projected Fund Balance

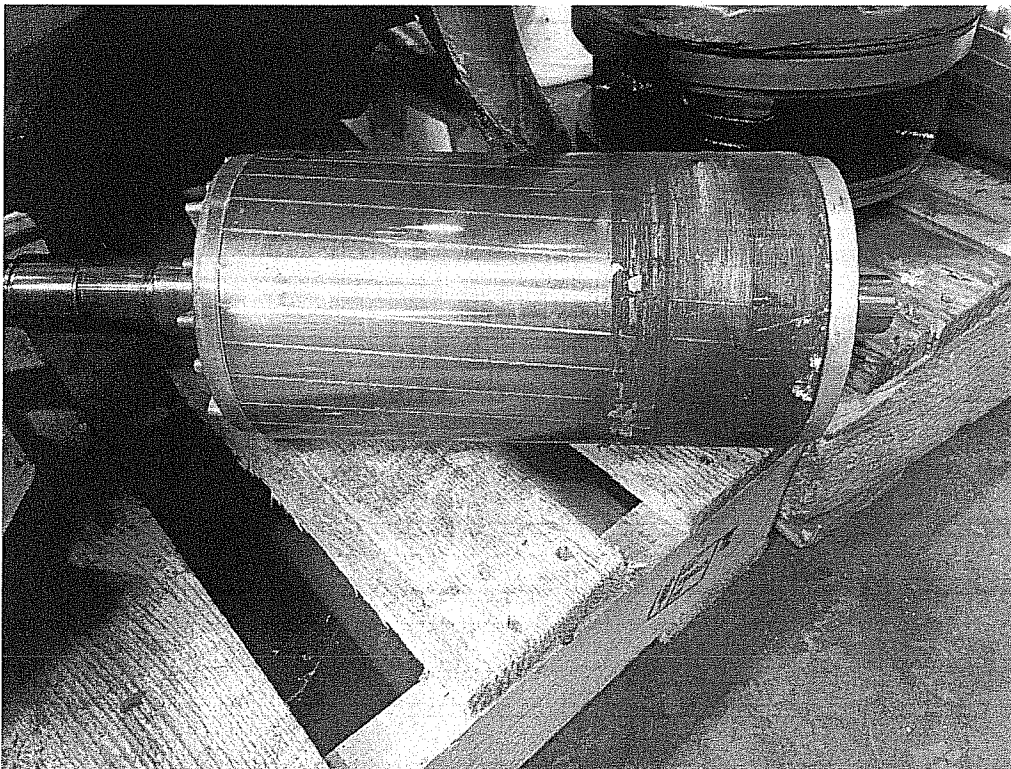
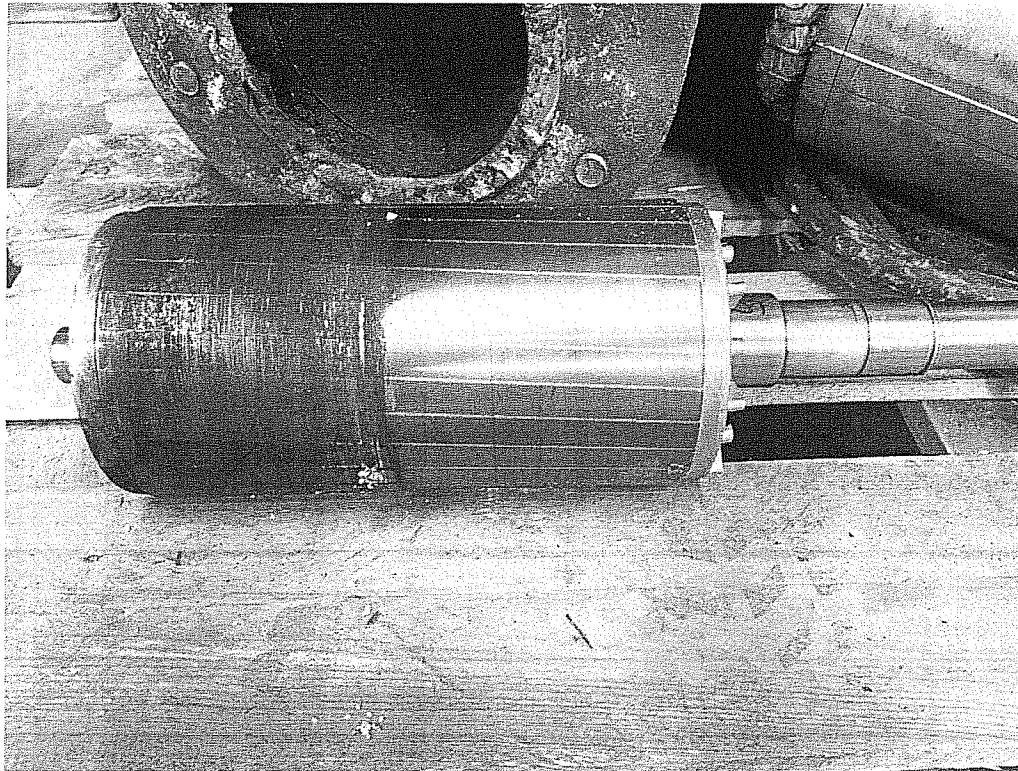
To: Kelvin Shaw
Through: Brenda Ardrey
From: Dave Gerken
Date: January 30, 2023
Subject: Council Memo for Approval of Budget Amendment and Emergency Approval of Purchase of Three (3) Influent Pumps for Southeast Wastewater Treatment Plant Power Surge at Plant

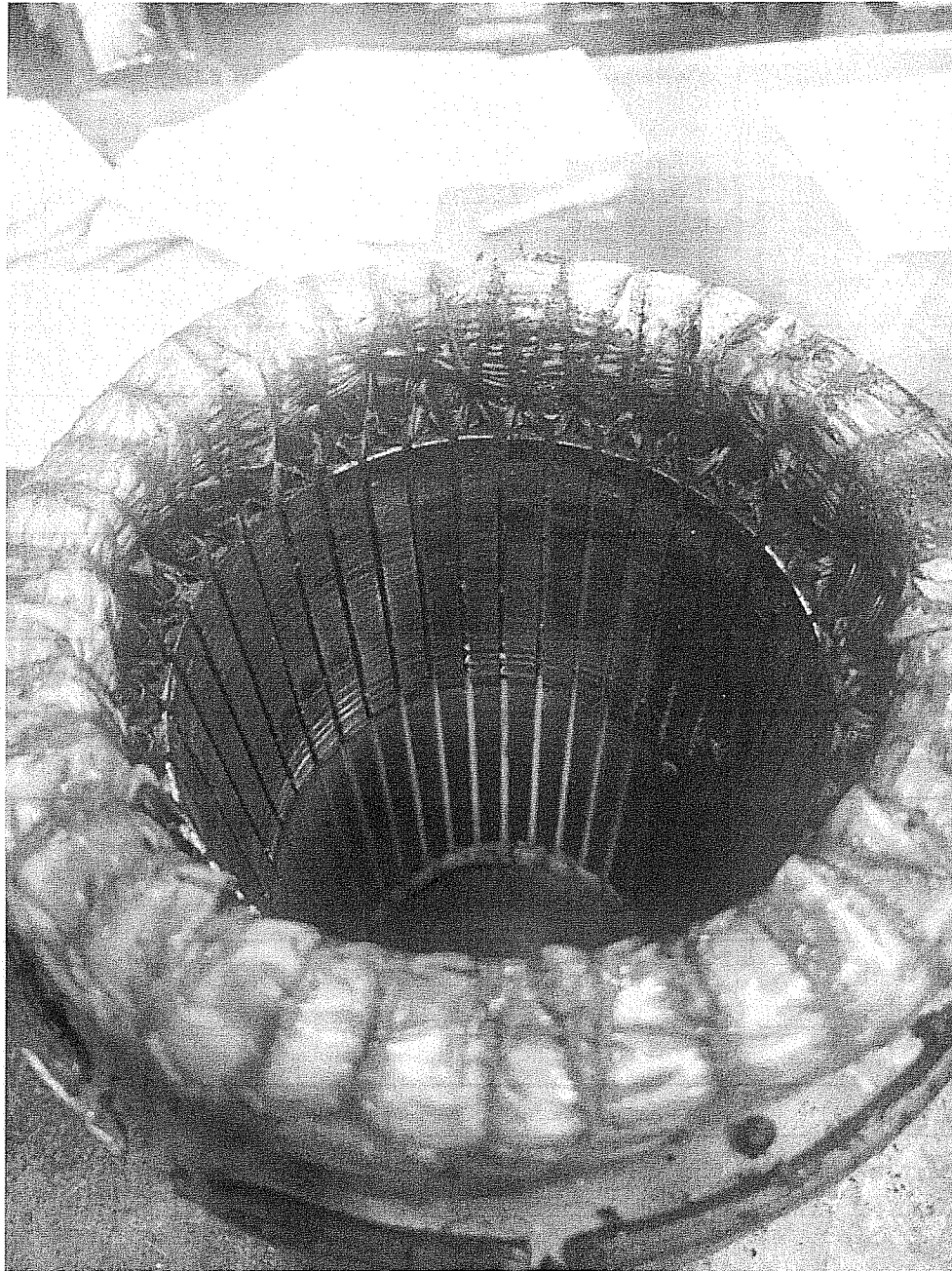
On January 10, 2023, the Southeast Wastewater Treatment Plant experienced a power event that resulted in the three (3) influent pumps failing. Upon FTC and Yates Electric removing the pumps and opening cases and evaluating the damage, it was determined the pumps and motors were not repairable. Photos attached. Dave Gerken, WPC, contacted the City Clerk's Office concerning the event and learned that the insurance deductible is \$75,000, which is less than the replacement price of the pumps. Yates Electric also determined that phase protectors costing \$2,200 could be installed to prevent recurrence of this type of problem (overload/underload/single phasing).

FTC's contract with the City allows for the purchase of pumps. Replacement of these pumps and installation of the phase protectors was not included in the FY23 budget and would require amendment to include them. We are requesting replacement of these three influent pumps to ensure continued compliance at the Southeast Wastewater Treatment Plant. The total cost is for the pumps and phase protectors is \$25,996.87.

Thank you for your consideration of this emergency purchase and approval of the budget amendment.







FTC Equipment, LLC

5238 Winner Road
Kansas City, MO 64127

Phone: 816-833-7200

Fax: 816-833-1074

Quote

Date	Estimate #
1/25/2023	13482

Name/Address
City of Sedalia Attn: Accounts Payable 200 S. Osage Sedalia, MO 65301

Ship To
Sedalia SouthEast WWTP 26999 Goodwill Chapel Road Sedalia, MO 65301

Terms	Rep	FOB	W/O Number
Net 30	RJQ	Factory	WK002996

Qty	U/M	Item	Description	Rate	TOTAL
1	EA	XFP150E-CB1.4-PE105/4	<p>Facility: Southeast WWTP Location: Influent #2</p> <p>Check, inspect and estimate repair of a Flygt 3152.181-5613, S/N S9670294, 436 Impeller code, 3 Ph, 15HP, 1745 RPM, 460V, 20 Amps</p> <p>After inspection it was determined that this pump is beyond economical repair. A new pump is quoted below.</p> <p>Sulzer Model XFP150E-CB1.4-PE105/4 Submersible Pump w/ 14 HP, 3 PH, 460 V Motor</p>	7,932.29	7,932.29

We appreciate the opportunity to be of service to you!	Subtotal	\$7,932.29
TERMS AND CONDITIONS: Terms are net 30 days. Accounts not paid within terms are subject to a 1.5% service charge per month. Prices quoted are valid for 30 days from the date of this quote. Prices do not include any applicable taxes or freight charges. Freight is FOB factory. A convenience fee of 4% will be added to all credit card transactions.	Sales Tax (8.85%)	\$0.00
	TOTAL	\$7,932.29

**CITY COUNCIL
OF THE CITY OF SEDALIA, MISSOURI**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI,
STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE
THE CITY’S ANNUAL BUDGET FOR FISCAL YEAR 2023.**

WHEREAS, Section 67.010 of the Revised Statutes of Missouri requires each political subdivision of the State of Missouri (“State”) to prepare an annual budget and establishes the requirements for that budget; and

WHEREAS, the City of Sedalia, Missouri (“City”), is a city of the third classification created pursuant to Chapter 77, RSMo, and is a political subdivision of the State of Missouri; and

WHEREAS, the City Council of the City adopted and approved the City’s annual budget for Fiscal Year 2023 in accordance with the requirements of Section 67.010, RSMo, by Ordinance No. 11535 on March 21, 2022, and

WHEREAS, Sections 67.030 and 67.040 authorize and provide a procedure for the City Council to amend the City’s annual budget to increase expenditures in any fund; and

WHEREAS, expenses for City’s operations for Fiscal Year 2023 have been higher than budgeted, but do not exceed revenues plus the City’s unencumbered balance brought forward from previous years; and

WHEREAS, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2023 annual budget.

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

Section 1. Expenditures from the City’s Transportation Fund must be increased by a total of \$51,268 above the amount authorized in the adopted annual budget for Fiscal Year 2023. An amendment to increase said budget is necessary for the following facts and reasons:

- A. Remove six trees and stumps identified as having oak wilt disease or in close proximity to a tree with oak wilt (\$4,800).
- B. Affected trees are too tall to remove with City owned equipment.
- C. Remove fifty-five trees on tree re-inventory identified as dead/diseased/dying (\$44,000).
- D. Winter storms caused damage to trees in the City, resulting in removal (\$7,268).

Section 2. This Resolution shall take effect immediately upon its execution by the Mayor or otherwise as provided by law.

PASSED by the City Council of the City of Sedalia, Missouri, on February 6, 2023

Presiding Officer of the Council

ATTEST: _____
Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023
REGARDING PUBLIC WORKS TREE REMOVAL.**

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

Section 1. The 2022-2023 fiscal year budget beginning April 1, 2022 and ending March 31, 2023 is hereby amended to modify certain budgeted line items as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

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 6th day of February 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of February 2023.

Andrew L. Dawson, Mayor


ATTEST:

Jason S. Myers
City Clerk

Exhibit A
City of Sedalia
FY23 Budget Amendment 2/6/2023 PW Tree Removal

Account / Description		Current Budget	Change	Amended Budget	Comments
Expenditures / Uses of Funds					
	Fire				
20-14-222-06	Tree Trim Grind & Removal	69,340.00	44,000.00		Remove 6 oak trees and stumps identified as having oak wilt disease or in close proximity to a tree with oak wilt
20-14-222-06	Tree Trim Grind & Removal		4,800.00		Remove 55 trees on tree re-inventory identified as dead/diseased/dying
20-14-222-06	Tree Trim Grind & Removal		7,268.00	125,408.00	Winter storm damage to trees causing removal
Total Expenditure Change			<u>56,068.00</u>		
			<u>(56,068.00)</u>		Net Increase (Decrease) in Projected Fund Balance

To: Kelvin Shaw and Jessica Pyle

From: Brenda Ardrey 

Date: January 30, 2023

Subject: Council Memo

Request for Budget Amendment to Allow for Removal of Public Trees Identified as Oak Wilt Impacted or Inventoried as Dead/Diseased/Dying

The Public Works Department is requesting a budget amendment to allow for removal of six (6) oak trees and their stumps identified by the Tree Board as having oak wilt disease or being too close to a tree having oak wilt, and the trees are too tall for removal using the City's bucket truck, cost \$4,800. These trees are located at the corner of E. Broadway Ave. (U.S. 50 Highway and S. Lamine Ave.) Photo attached.

We have fifty-five trees remaining on the list provided by the last tree re-inventory identified as dead/diseased/dying that exceed our current budget. Routinely, in the past, we would complete a deep trim and clean until the beginning of the next budget year to stabilize the trees until removal could occur. With the change in focus of the Tree Board to more quickly remove and dispose of trees, the current budgeted amount is not adequate. The cost of removal of the additional trees is \$44,000.

Additionally, during recent winter storms, we have had trees fall or become uprooted that required immediate removal totaling \$7,268.

Total increase requested \$56,068 bringing the budget amount to \$125,408.

Thank you for your consideration of this budget amendment request.

E-mail received from Shawna Yager

Tuesday 2:39 PM



has anyone talked to you about these trees? they are across from old highschool on Broadway. at the doughnut shop the one circled tested positive for oak wilt. they will all have it, being so close. they dont have fungal mats yet, but the trees and stumps need to be removed before they produce those mats



Text Message





BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING CHANGE ORDER #4 FINAL FOR THE CENTRAL REGIONAL AND PELHAM DRIVE LIFT STATIONS

WHEREAS, the City of Sedalia, Missouri, has received Change Order #4 Final from Infrastructure Solutions, LLC in relation to the Central Regional and Pelham Drive Lift Station construction projects; and

WHEREAS, under the Change Order the City of Sedalia, Missouri shall receive a deduction in the amount of Four Hundred Forty Dollars (\$440.00) from Infrastructure Solutions, LLC as more fully described in Change Order #4 Final 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 Change Order #4 Final by and between the City of Sedalia, Missouri, and Infrastructure Solutions, LLC in substantively the same form and content as it has been proposed.

Section 2. The Mayor or City Administrator are 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 document in substantively the same form and content as it has been proposed.

Section 3. The City Clerk is hereby directed to file in his office a 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 6th day of February, 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of February, 2023.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers
City Clerk

To: Kelvin Shaw
Through: Brenda Ardrey
From: Jeremy Stone
Date: January 30, 2023
Subject: Change Order #1-2021-106 Central Regional and Pelham Drive Lift Stations

The Public Works Department is requesting approval of the attached Change Order #1 for the above mentioned project. The Contractor has completed the project and Change Order #1 details the field quantity adjustments to construction for the removal of 11 linear ft. of 6-ft. Chain Link Fence. The attached change order also outline the request for a contract time extension of one hundred (100) days to be added to the substantial completion date and the removal of the Pelham Drive Lift Station milestone completion date. The requested additional days for contract extension are due to material shortages and delays caused by the pandemic (documents attached).

Currently, the total project cost is \$2,616,188.45. Change Order #4 will decrease the overall cost of the project by \$440.00 which will bring the total project cost to \$2,615,748.45.

Thank you.

Date of Issuance: 1/24/2023

Effective Date:

Owner: City of Sedalia, MissouriOwner's Contract No.: 2021-106Contractor: InfraStructure Solutions

Contractor's Project No.:

Engineer: HDR Engineering, Inc.Engineer's Project No.: 10210135Project: Central Regional and Pelham Drive Lift Station Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: This is the final balancing contract change order that accounts for installed and measured contract bid items. The only quantity adjustment was a reduction in chain link fence.

The Pelham Drive Lift Station was given milestone completion date to expedite the delivery of the failing lift station. Shortly after the project began, HDR and the City were informed this milestone could not be achieved due to material shortages and delays caused by the pandemic. The milestone complete criteria was removed from the contract and the contract substantial completion was used.

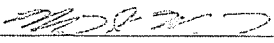
InfraStructure Solutions previously requested additional days which will be added in this change order. See the attachment for details.

Quantity Adjustments:

Bid Item	Description	Change in Quantity	Units	Unit Price	Adjustment
6	6-ft Chain Link Fence	(11)	LF	\$40.00	(\$440.00)

Attachments: Days CHANGE PROPOSAL

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>2,590,800.00</u>	Original Contract Times: Substantial Completion: <u>September 9, 2022</u> Ready for Final Payment: <u>October 9, 2022</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u>25,388.45</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>None</u> Ready for Final Payment: <u>None</u> days
Contract Price prior to this Change Order: \$ <u>2,616,188.45</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 9, 2022</u> Ready for Final Payment: <u>October 9, 2022</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>440.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>100</u> Ready for Final Payment: <u>100</u> days or dates
Contract Price incorporating this Change Order: \$ <u>2,615,748.45</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>December 18, 2022</u> Ready for Final Payment: <u>January 17, 2023</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u></u>	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: <u>Project Engineer</u>	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: <u>1/24/2023</u>	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____



CHANGE PROPOSAL
Central Regional & Pelham Lift Station
Sedalia, MO

Submitted To: Mitchell Wiebelhaus (HDR)
Address: 10450 Holmes Rd, Ste 600
Kansas City, MO 64131

Date: 9/01/22

Contact: Mitchell Wiebelhaus
Email: Mitchell.Wiebelhaus@hdrinc.com
Phone: 816-347-1161

Engineer: HDR
Job Location: 3610 W Main St, Sedalia, MO 65301

Date of Plans: 07/2021

Infrastructure Solutions currently has a substantial completion date of 9/7/2022. As previously discussed in our biweekly meetings, there have been numerous delays that have been outside of Infrastructure Solutions control. Previously documented was the excess rock breaking, Electrical delays and the Evergy Change Order. The procurement, execution and additional work in regards to Evergy impacted both Infrastructure Solutions and its subcontractors. There have also been substantial delays in electrical components nationwide, our project has been fortunate on some of the deliveries but we have still endured multiple delays.

We respectfully submit this Change Order for the increase of days to the project:

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>UM</u>	<u>QTY</u>
1	CO Rock Breaking	10	Days	10
2	Evergy CO	30	Days	30
4	Electrical Component Delays	60	Days	60

DAYS PROPOSAL TOTAL ALL DAYS ABOVE 100 Days
--

All items bid are tied unless discussed and agreed upon pre-award by an authorized representative of Infrastructure Solutions, LLC.

Should you have any questions, please let us know.

Submitted by: Nate Morgan

Date: 9/01/2022

Nate Morgan
Estimator/ Project Manager

Secolia Lead Times	PO?	Original Est Arrival	Delays	Arrival
Forterra Structures Manholes:				
4 weeks from returned submittals.				
Hatches:				
10 weeks from returned submittals	Released in December	Late February/Early March	Forterra Buyout and plant issues led to May ETA. Delayed again to late June/early July	Hatches arrive to Forterra in early July, on-site late July
JCI Pumps Pumps:				
10-12 weeks from returned submittals Submittal Approved 11/09/2021				
R5 Electric				
AB8 (Logic) Drives:				
12-14 weeks after returned submittals VFD Approved 12/13/2021 with AED submittal	PO issued by 10/01/2021 and released to secure material	March	2/8/2022 - Drives pushed to late March, in March Drives were pushed to Late May	
Generator & Transfer Switch:				
15-17 weeks after returned submittals Submittal approved with comments on 12/13/2021.	PO on 9/26/2021 - Official Release after submittal	Mid April	2/8/2022 - Push to May/June delivery, In April these push to late June/July arrival	1-Jul-22
Pedrotti Integration:				
12-14 weeks after returned submittals	PO on 10/01/2021 - Released 12-13-2021	April	12/15/2022 - Pedrotti Panels push to early/mid June. Through spring there was uncertainty on true delivery and in May these were pushed to July/August delivery due to overall shortages	Sep-22
<p>Approved 12/13/2021 after initial submittal for the Material had pump size questions</p> <p>Pedrotti Instruments: Approved 12/20/2021</p> <p>Squaw D Gear: 3 weeks after returned submittals</p> <p>Submittal Approved 11/09/2021</p> <p>Border States Fixture: 4-6 weeks after returned submittals</p> <p>Submittal Approved 11/09/2021</p> <p>AC Lighting Protection: 1-2 weeks after returned submittals</p> <p>Submittal Approved 11/09/2021</p> <p>Winwater</p> <p>DR25 Pipe: Not currently in production in the country (DR 1877)</p> <p>80" Sanitary Fittings: 6 weeks</p>				

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR ENGINEERING SERVICES ON SMALL SANITARY SEWER EXTENSION AND REPLACEMENT PROJECTS

WHEREAS, the City of Sedalia, Missouri has received a proposal to enter into an agreement with Engineering Surveys and Services, Inc. for engineering services on Small Sanitary Sewer Extension and Replacement Projects; and

WHEREAS, under this agreement, the City of Sedalia, Missouri shall pay the following sums and amounts to Engineering Surveys and Services, Inc. for said engineering projects:

- **Project A** – not to exceed \$38,000.00 – 8” Sewer Main Extension from Manhole B-2 (HDR Design Set: Central Regional Lift Station Gravity Sewer Line B Plan and Profile) north/northeast to the property line at WireCo World Group approximately 200 linear feet; and
- **Project C** – not to exceed \$43,600.00 – 12” Sewer Main extension from South Lamine Avenue (Manhole N5-10) to 321 East Main Street approximately 585 linear feet

as more fully described in the agreement attached to this Ordinance and incorporated by reference.

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Engineering Surveys and Services, Inc. in substantially the same form and content as the agreement has been proposed.

Section 2. The Mayor or City Administrator are 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 his 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 6th day of February 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of February 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

To: Kelvin Shaw
From: Brenda Ardrey *BA*
Date: January 30, 2023
Subject: Council Memo –
RFQ 2023-001 – Eng. Services for Sanitary Sewer Extensions and Replacements (Small Projects)
Engineering Services and Surveys (ES&S)
Contract and Proposed Scopes of Services for Projects A) and C) and Engineering Costs

At the Council Meeting held on January 16, 2023, Council approved the award of contracts for engineering services for small sewer extension and replacement projects (< 3,200 linear feet) in response to the City's Request for Qualifications 2023-001 to the following two companies.

<u>Name of Firm</u>	<u>Address</u>	<u>City, State, Zip Code</u>
Broadfoot Engineering, LLC	30277 Carpenter Road	Sedalia, MO 65301
Engineering Surveys & Services	1113 Fay St.	Columbia, MO 65201

Specifically, called out in the RFQ were the following small projects:

- A) an 8" Sewer Main Extension from Manhole B-2 (HDR Design Set: Central Regional Lift Station Gravity Sewer Line B Plan and Profile) north/northeast to the property line at WireCo WorldGroup approx. 200 linear feet;
- B) an 8" Sewer Main Extension from existing Manhole SEA 4-56 west approx. 320 linear feet in total including 75 linear feet that will fall under U.S. Highway 65 to a new Manhole; and
- C) a 12" Sewer Main Extension from S. Lamine Ave. (Manhole N5-10) to 321 E. Main St. approx. 585 linear feet.

Additionally, other projects will be assigned on a rotating basis as other small projects proceed forward to the Engineering Phase. The Agreement provides for an initial 12 month period and the potential for one extension of 48 months.

Public Works is requesting approval of the two scopes of work for Projects A) and C) with ES&S, Inc.

We ask for approval of the contract for small engineering services to ES&S, Inc. and approval of the scope of work and engineering fees of no more than \$38,000 for Project A) and no more than \$43,600 for Project C).

Thank you for your consideration of these project scopes of work and engineering fees.

PROFESSIONAL SERVICES AGREEMENT-TASK ORDER
ENGINEER-OWNER AGREEMENT

This AGREEMENT is made as of February 6, 2023, by and between the City of Sedalia, Missouri (hereinafter called OWNER) and Engineering Surveys and Services, Inc. (hereinafter called ENGINEER).

OWNER from time-to-time requires professional services in connection with consulting, construction, design, operation and maintenance of its water and wastewater facilities including collection and distribution systems. Therefore, OWNER and ENGINEER, in consideration of their mutual covenants, agree as follows:

ENGINEER shall serve as OWNER'S professional engineer in those assignments to which this AGREEMENT applies and shall give consultation, advice and design engineering and other professional services to OWNER during the performance of ENGINEER'S services all in accordance with the scope of services set forth in the applicable Task Order.

SECTION 1- AUTHORIZATION OF SERVICES

1.1 Services on any assignment shall be undertaken only upon written authorization of OWNER and agreement of ENGINEER. The parties shall use the form of Task Order attached hereto as Exhibit C.

1.2 Assignments may include Basic Services and/or Additional Services of ENGINEER.

1.3 ENGINEER will pay its consultants directly for Services performed and OWNER shall not pay ENGINEER's consultants. Neither ENGINEER nor any consultants shall be considered employees or agents of the OWNER.

SECTION 2 -BASIC SERVICES OF ENGINEER

2.1 General. The Services shall be as set forth in the Task Order for a specific project.

SECTION 3 -RESPONSIBILITIES OF OWNER

OWNER shall, within a reasonable time, so as not to delay the services of ENGINEER:

3.1 Provide full information as to OWNER'S requirements for the Project.

3.2 Assist ENGINEER by placing at ENGINEER'S disposal all information available to OWNER pertinent to the assignment including previous reports and any other data relative thereto.

3.3 Furnish engineering services reports or data, if OWNER has available, such as core borings, probings and subsurface explorations; hydrographic surveys; laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; property,

boundary, easement, right-of-way, topographic, and utility surveys; zoning and deed restrictions; and other special data or consultations, all of which ENGINEER may rely upon in performing its services under this AGREEMENT.

3.4 Allow access to and make all provisions for ENGINEER to enter upon public and private property to best of OWNER's ability as required for ENGINEER to perform its services under this AGREEMENT.

3.5 Examine all studies, reports, sketches, cost opinions, bid documents, drawings, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.

3.6 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.

3.7 Designate in writing a person to act as OWNER'S representative with respect to the services to be performed under this AGREEMENT. Such person shall have complete authority to transmit instructions; receive information; interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements, and systems to be used in the Project; and other matters pertinent to the services covered by this AGREEMENT.

3.8 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the Project.

3.9 ENGINEER is responsible for obtaining and furnishing approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project if set forth in the corresponding Task Order. ENGINEER is responsible for initial payment for such permits as included in Task Orders and which are reimbursable by the OWNER under the applicable Task Order.

3.10 Furnish, or direct ENGINEER to provide necessary Additional Services as mutually agreed to by the Parties and included in Task Orders.

3.11 Prior to commencement of the services under any Task Order, the ENGINEER may request in writing that the OWNER provide reasonable evidence that the OWNER has made financial arrangements to fulfill the OWNER's obligations under this Agreement and the Task Order. Thereafter, the ENGINEER may request such evidence if: (1) the OWNER fails to make a payment to the ENGINEER as required; (2) a change in the scope materially changes the contract amount; or (3) the ENGINEER identifies in writing a reasonable concern regarding the OWNER's ability to make payment when due. The OWNER shall furnish such evidence as a condition precedent to commencement or continuation of the ENGINEER's services. After the OWNER furnishes the evidence, the OWNER shall not materially vary such financial arrangements without prior notice to the ENGINEER.

3.12 Any award of a Task Order under this AGREEMENT is subject to the availability of annually appropriated funding by the OWNER and OWNER may terminate this AGREEMENT based on availability

or appropriation of funds.

SECTION 4- PERIOD OF SERVICE

4.1 The initial contract term shall commence upon final execution of the contract by the OWNER and shall expire twelve (12) months from that date. The OWNER reserves the right to extend the contract for up to one (1) additional four (4) year term providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the OWNER.

4.2 The provisions of this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the AGREEMENT and Task Orders. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the completion of said services.

SECTION 5 -COMPENSATION

5.1 Compensation. OWNER shall pay ENGINEER for services rendered and reimbursable expenses as stated in the Task Order.

5.2 Statements. Monthly statements, in ENGINEER'S standard format, will be submitted - by the ENGINEER to the OWNER as indicated in each Task Order. ENGINEER'S standard format is acceptable as long as information required by the OWNER is included in such format or the additional information required by the OWNER is included in such statement or an attached exhibit.

5.3 Payments. Complete and accurate statements are payable upon receipt. Time is of the essence in payments of statements, and timely payment is a material part of the consideration of this AGREEMENT. Costs, including reasonable attorney's fees, incurred by the ENGINEER in collecting any delinquent amount shall be reimbursed by the OWNER. If a portion of ENGINEER'S statement is disputed by OWNER, the undisputed portion shall be paid by OWNER by the due date. The OWNER shall advise the ENGINEER in writing of the basis for any disputed portion of any statement. A late payment charge of 1.5 percent per month or any partial month will be added to amounts not received within 30 days of the statement date of any undisputed statement.

5.4 Taxes. Taxes as may be imposed and payable to the United States, state, and local authorities, shall be included in the payment stated under "Amount of Payment", if applicable.

The City is exempt from State of Missouri sales and compensating use taxes thereof on all materials to be incorporated into the work and Federal Excise Taxes.

a. The City will furnish the required certificate of tax exemption to Contractor for use in the

purchase of supplies and materials to be incorporated into the work.

b. The City's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the work.

5.5 ENGINEER agrees to furnish supporting detail as may be reasonably required by the OWNER to support charges included on ENGINEER's invoices and to make available for audit purposes such records supporting such charge, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the OWNER. The OWNER shall have the right to review ENGINEER's records pertaining to the work product for a period of three (3) years after final payment unless an audit is in progress or notice has been provided by the OWNER to retain such records and such records are to be maintained until audit closure. Notwithstanding anything to the contrary herein, in no event shall OWNER be entitled to audit the composition of any agreed upon rates or percentage multipliers set forth in a Task Order or this Agreement, nor shall it be entitled to audit any rates, charges, costs, hours worked or expenses related to work performed on a lump sum or fixed price basis.

SECTION 6- GENERAL CONSIDERATIONS

6.1 Insurance. The ENGINEER shall furnish proof of insurance as indicated below. The coverage is to remain in force at all times during the contract period. The following insurance coverage is required. The OWNER is to be added as an "additional Insured" on ENGINEER'S General Liability Insurance. This shall be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the OWNER as "additional insured" will be at the ENGINEER's expense.

6.1.1 During the course of performance of these services, ENGINEER will maintain (In United States Dollars) the following insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory pursuant to Missouri Revised Statutes, Chapter 287
	\$500,000 Each person
Commercial General Liability	
Bodily Injury and	\$1,000,000 Per Occurrence Combined Single Limit
Property Damage	\$2,000,000 General Aggregate
Automobile Liability:	
Bodily Injury and	
Property Damage	
Professional Liability:	\$2,000,000 per Claim and Annual Aggregate
	\$1,000,000 Combined Single Limit

Must be in effect for one (1) year after project completion of ENGINEER'S Services under an applicable Task Order.

Endorsements required:

- Owner included as additional insured on the CGL and Automobile Liability policies per the required insurance above.
- Broad Form Contractual Liability under Engineer's CGL and Automobile Liability policies as required above.
- Waiver of Subrogation for ENGINEER'S CGL
- Premises/Operations
- Products/Completed Operations
- Independent Contractors

Subcontractors not eligible for professional liability coverage, by virtue of their trade, shall provide commercial general liability coverage as set for above. Subcontractors eligible for professional liability coverage shall be required to provide professional liability coverage as set forth above

ENGINEER will provide to OWNER certificates of insurance as evidence of the specified insurance.

6.1.2. The above insurance requirements are only required to be carried by the ENGINEER during the term of the assigned project(s) and provided upon award of the task order, except for professional liability/errors and omissions insurance which must be in effect for one (1) year after completion of ENGINEER'S Services under an applicable Task Order.

6.1.3 The OWNER is required to be included as an additional insured under the commercial general liability insurance policy and Automobile Liability. Certificate holder should provide such certificates to:

City of Sedalia
City Clerk's Office
200 S. Osage Ave.
Sedalia, MO 65301

6.1.4. The ENGINEER shall be responsible for seeing that the insurance certificates required in conjunction with this section remain in force for the duration of the project. If insurance certificates are scheduled to expire during the contractual period, the ENGINEER shall be responsible for submitting new or renewed insurance certificates to the OWNER at a minimum thirty (30) calendar days in advance of such expiration.

6.2 Professional Responsibility

6.2.1. ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER'S services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. If the ENGINEER fails to meet the foregoing standard, ENGINEER will perform at its own cost, and without reimbursement from OWNER, the professional services necessary to

correct errors and omissions which are caused by ENGINEER'S failure to comply with above standard, and which are reported to ENGINEER within one year from the completion of ENGINEER'S services for the Project.

6.2.2. The obligations and representations contained in Paragraph 6.2.1 are ENGINEER'S sole obligation and OWNER'S exclusive remedy with respect to defects in the quality of services detected prior to project completion under a Task Order. OWNER'S failure to properly operate and maintain the project shall relieve ENGINEER of its liability for any damage caused in whole or in part by improper operation or maintenance.

6.2.3 No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service or oral or written representation by ENGINEER or its employees or consultants.

6.2.4 Subject to Paragraph 6.14.1, Section 7 and the obligations and remedies stated in this Section 6.2, Professional Responsibility, are the sole and exclusive obligations of ENGINEER and remedies of OWNER, regardless of the cause of action.

6.3 Cost Opinions and Projections. Evaluations of the OWNER'S budget for the cost of the Work, and any cost estimates, opinions and projections prepared by ENGINEER relating to construction costs, operation and maintenance costs, equipment characteristics and performance, schedules, and operating results are based on ENGINEER'S experience, qualifications, and judgment as a design and construction professional. It is recognized, however, that neither the ENGINEER nor the OWNER has control over the weather, cost and availability of labor, material and equipment, labor productivity, contractors' procedures and methods, unavoidable delays, or its methods of determining prices, economic or negotiating conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections. Accordingly, the ENGINEER cannot and does not warrant or represent that actual rates, costs, performance, schedules, 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 opinion or evaluation, prepared or agreed to by the ENGINEER. In addition, the uncertainty and potential disruptions to the labor and work force and supply chain caused by a regional, national or global outbreak and spread of an infectious disease, such as COVID-19, may have an impact on this Project, the exact cost and duration of which can neither be predicted nor controlled by either the ENGINEER or the OWNER. Therefore, ENGINEER has not included any contingency for disease-related impacts in its opinions and projections.

6.4 Changes. OWNER shall have the right to make changes within the general scope of ENGINEER'S services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of the OWNER and the President or any Vice President of the ENGINEER.

6.5 Suspension of Services. Should OWNER fail to fulfill its responsibilities as provided under Section 4 to the extent that ENGINEER is unduly hindered in ENGINEER'S services or if OWNER fails to make any payment to ENGINEER on account of ENGINEER'S services and expenses within 90 days after receipt of ENGINEER'S bill therefore, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this AGREEMENT until OWNER has satisfied OWNER'S obligations under this AGREEMENT.

6.6 Termination

6.6.1. Services may be terminated by the OWNER or ENGINEER by seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. Failure on the part of the OWNER to make payments to ENGINEER when due shall be considered substantial nonperformance and cause for termination. If so terminated, OWNER shall pay ENGINEER all amounts due ENGINEER for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by ENGINEER in terminating the services.

6.7 Delays

6.7.1 The ENGINEER shall not be responsible for delays caused by factors beyond the ENGINEER'S reasonable control, including but not limited to delays because of a force majeure, strikes, lockouts, work slowdowns or stoppages, government regulation, industry shutdowns, power or server outages, Acts of God, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of the ENGINEER'S services or work product, or delays caused by faulty performance by the OWNER'S contractor or other consultants, at any level. When such delays beyond the ENGINEER'S reasonable control occur, the OWNER agrees that the ENGINEER shall not be responsible for delays or damages, nor shall the ENGINEER be deemed in default of this Agreement.

6.8 Legal Fees and Expenses. In the event that a dispute should arise relating to the performance of the services to be provided and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs of litigation, including, court costs, attorneys' fees, and other related expenses.

6.9 Rights and Benefits. ENGINEER'S services will be performed solely for the benefit of the OWNER and not for the benefit of any other persons or entities.

6.10 Dispute Resolution

6.10.1 Scope of Section: The procedures of this Section 6.10 and its subparts shall apply to any and all disputes between OWNER and ENGINEER (including disputes involving an officer, director or employee of either party) which arise from, or in any way are related to, this AGREEMENT, including, but not limited to the interpretation of this AGREEMENT, the enforcement of its terms, any acts, errors, or omissions of OWNER or ENGINEER in the performance of this AGREEMENT, whether in contract or in tort, and disputes concerning payment.

6.10.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate and, if necessary, mediate their disputes as set forth in this Paragraph. If timely Notice is given under Paragraph 6.10.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 6.10.3, 6.10.6, and 6.10.7 have been complied with.

6.10.3 Notice of Dispute

6.10.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a Written Notice;

6.10.3.2 For disputes arising after the making of final payment, OWNER shall give ENGINEER Written Notice at the address listed in Paragraph 6.17 within one year after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this AGREEMENT that authorize the relief requested.

6.10.3.3 Any legal action necessary to compel, confirm, vacate, enforce, modify or otherwise affect the mediation or arbitration shall be filed in state or federal courts in the State of Missouri with venue in Pettis County, Missouri and each party expressly consents to jurisdiction therein.

6.10.4 Waiver Upon Final Payment: The making of final payment by OWNER and the acceptance of same by ENGINEER and ENGINEER'S subconsultants shall constitute a waiver of existing claims by the OWNER and such payee except those previously made in writing and identified as unsettled by OWNER at the time of payment, or by the payee at the time of such payee's final invoice. Final payment shall not constitute a waiver of claims by the OWNER relating to liens unsettled, or subsequent discovery of services not in compliance with this AGREEMENT, including the exceptions contained in Paragraphs 6.2.1 and 6.10.3.2.

6.10.5 Waiver Due to Untimely Notice: Claims arising after the making of final payment shall be barred, and no suit or demand may be filed if Notice as stated in Paragraph 6.10.3.2 and section 6.10.4 is not given. Nothing in this Paragraph shall be construed as directly or indirectly limiting the time to institute suit, but rather to give the responding party timely notice and prompt opportunity to investigate the allegations of the dispute.

6.10.6 Negotiation: Within seven (7) days of receipt of the Notice, the Public Works Director for the OWNER and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level within twenty-one (21) days after Notice then, upon written request of either side, the matter shall be referred to the Division President of the ENGINEER and an executive officer of OWNER. These officers shall meet at the Project Site or such other location as is agreed upon within thirty (30) days of the written request to resolve the dispute.

6.10.7 Mediation: If the OWNER'S and ENGINEER'S said officers are unable to resolve the dispute, then either side may request that the matter be submitted to mediation before a mediator mutually agreed upon. If the parties cannot agree on a mediator, then the American Arbitration Association shall appoint one upon request. Any administrative or mediator's fees shall be split equally between the parties. The mediation shall take place in Sedalia, Missouri unless the parties mutually agree on another location.

6.11 Publications. Recognizing the importance of professional development on the part of ENGINEER'S

employees and the importance of ENGINEER'S public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER'S services for the Project. Such publications will be provided to OWNER in draft form for OWNER'S advance review. OWNER shall review such drafts promptly and provide OWNER'S comments to ENGINEER. ENGINEER shall not use data in a manner that would allow for individuals to be identifiable. OWNER shall require deletion of proprietary data or confidential information from such publications including, but not limited to information that may be protected under guidelines, regulations or statutes related to the U.S. Department of Homeland Security, but otherwise OWNER will not unreasonably withhold approval. The cost of ENGINEER'S activities pertaining to any such publication shall be borne by the ENGINEER.

6.12 Indemnification for Pollution Related Claims. For services involving or related to pollution, toxic substances, or hazardous wastes or asbestos abatement work, OWNER agrees to release, defend, indemnify, and hold harmless ENGINEER and its officers, directors, employees, agents, and consultants from all liability, claims, demands, damages, losses, and expenses, direct, indirect or consequential, including, but not limited to, claims of OWNER and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs arising out of the performance of this AGREEMENT. This indemnification provision extends to claims against ENGINEER which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant, or arising out of or resulting from asbestos abatement work. ENGINEER agrees to indemnify OWNER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of ENGINEER.

6.13 Indemnification

6.13.1 Except for those projects identified in Section 6.12, and subject to the provisions of Sections 3 and 7 of this Agreement, ENGINEER agrees to indemnify OWNER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them. Nothing in this Agreement shall require ENGINEER to provide a defense of the OWNER against any claim, suit or complaint.

6.13.2 OWNER agrees to indemnify ENGINEER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of OWNER, its officers, directors, Contractors, employees, agents, and consultants, and any of them.

6.14 Computer Models. ENGINEER may use or modify ENGINEER'S proprietary computer models in service of OWNER under this AGREEMENT, or ENGINEER may develop computer models during ENGINEER'S service to OWNER under this AGREEMENT. The data for such model shall be the property of both the ENGINEER and the OWNER. Such use, modification, or development by ENGINEER using ENGINEER'S

software does not constitute a license to OWNER to use or modify ENGINEER'S software. In addition, any modeling software shall remain the property of the party who purchased the software or the software license.

6.15 Reuse of Documents. All deliverables including model, report and other documents prepared or furnished by ENGINEER (and ENGINEER'S independent professional associates and consultants) pursuant to this AGREEMENT are instruments of service in respect of the Project, and ENGINEER shall have the mutual ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the project by OWNER and others.

6.16 Electronic Media. Any electronic media furnished with respect to ENGINEER'S services are for OWNER'S information and convenience only. Such media are not to be considered part of ENGINEER'S instruments of service. (Due to the potential that information contained in electronic media can be modified by OWNER or others, ENGINEER, at its option, may remove all indicia of ENGINEER'S ownership and involvement from each electronic display.)

ENGINEER shall not be liable for loss or damage directly or indirectly, arising out of use of electronic media including, but not limited to, any loss of business or incidental or consequential damage. OWNER shall assume all risk and release, indemnify, and hold harmless ENGINEER, its officers, directors, employees, servants, agents, successors, and assigns, from and against each and every claim or cause of action that OWNER or others may have or which may arise in the future respecting use of the electronic media. OWNER may from time-to-time request additional electronic copies. ENGINEER shall provide such additional copies for a reasonable reproduction fee.

If there is a discrepancy between the electronic media files and the signed and sealed hard copies, the hard copies shall govern.

6.17 Notices. Any Notice required under this AGREEMENT will be in writing, addressed to the appropriate party at the following addresses:

OWNER'S address:

City of Sedalia, Missouri

Brenda Ardrey, Public Works Director

200 South Osage Avenue

Sedalia, MO 65301

ENGINEER'S address:

Engineering Surveys & Services, Inc.

1113 Fay Street

Columbia, Missouri 65201

6.18 Successor and Assigns. OWNER and ENGINEER each binds itself and its successors, executors, administrators, and assigns to the other party of this AGREEMENT and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this AGREEMENT; except as above, neither OWNER nor ENGINEER shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

6.19 Controlling Law. This AGREEMENT shall be subject to, interpreted, and enforced according to the laws of the State of Missouri without regard to any conflicts of law provisions. Should any part of this Agreement be adjudicated, venue shall be in the Circuit Court of Pettis County, Missouri.

SECTION 7- LIMITATION OF LIABILITY

7.1 To the fullest extent permissible by law, and notwithstanding any other provision of this AGREEMENT, the total liability, in the aggregate, of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this AGREEMENT from any form of negligence, professional errors or omissions (including breach of contract or warranty) of ENGINEER, its officers, directors, employees, agents or consultants, or any of them, SHALL NOT EXCEED the total compensation received by ENGINEER under the Task Order or Paragraph 6.2.1 of this Agreement. The parties agree that specific consideration has been given by the ENGINEER for this limitation and that it is deemed adequate.

7.2 In no event will ENGINEER be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of OWNER, or governmental fines or penalties.

SECTION 8- CONTRACT DOCUMENTS

The documents set forth below are incorporated into this AGREEMENT and will take precedence as follows:

- Change orders and Amendments
- Executed Task Orders, including Scope of Services Agreement
- Exhibit A – Engineer’s Response to RFQ
- Exhibit B- City of Sedalia’s Request for Qualifications
- Exhibit C -Task Order Form
- Exhibit D – Rate Chart
- Exhibit E - E-Verify Forms
- Exhibit F -Anti-Collusion Statement
- Exhibit G – DBE Forms, as needed
- Exhibit H – Other Federal Forms, as needed based on Task Orders

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT as of
the day and year first above written.

OWNER: City of Sedalia, Missouri ENGINEER: Engineering Surveys and Services, Inc.

BY: _____ BY: _____

NAME: _____ NAME: _____

TITLE: _____ TITLE: _____



Engineering Surveys & Services

DELIVERING YOUR VISION™

www.ess-inc.com
573-449-2646

Professional Services Hourly Fee Schedule

January 1, 2023

SERVICE OF:	RATE:
Principal	\$ 165 / hour
Senior Professional Engineer	\$ 154 / Hour
Professional Engineer	\$ 142 / hour
Engineer Intern	\$ 99 / hour
Professional Land Surveyor	\$ 142 / hour
Survey Project Manager	\$ 99 / hour
Senior Design Technician	\$ 89 / hour
Technician (Survey or CAD)	\$ 75 / hour
Concrete Technician	\$ 60 / hour
Soils Technician	\$ 67 / hour
Special Inspector	\$ 89 / hour
AWS Certified Weld Inspector (Senior)	\$ 126 / hour
AWS Certified Weld Inspector	\$ 94 / hour
Chemist	\$ 78 / hour
Administrative Assistant	\$ 67 / hour
Laser Scanning Equipment	By Quote
UAS (Drone) w/ pilot	\$ 157 / hour
Survey - Stakes	\$ 0.30 / each
Survey - Iron Pins	\$ 3.50 / each
Survey - Fence Posts	\$ 7 / each
Drill Rig and other equipment	By Quote
Large Format Copies	\$ 4.00 / each
Photocopies -	
8 1/2" x 11" single-sided, black & white	\$ 0.30 / each
8 1/2" x 11" single-sided, color	\$ 0.60 / each
11" x 17" single-sided, black & white	\$ 2.00 / each
Travel	\$ IRS Rate / mile
Per Diem	\$ 30 / day
Lodging	Cost

NOTES:

1. Overtime charges at 1.4 times above rates.
2. Scheduled construction phase services and/or field observations will be charged at a 2-hour minimum.
3. Weekend work will be charged at 2-hour minimum overtime.



Materials Laboratory Testing Fee Schedule

January 1, 2023

The testing services shown herein represent the majority of tests that can be performed "in-house". Please call our office to discuss services and/or tests that are not shown on this Fee Schedule. We reserve the right to add, delete, or otherwise alter the information contained herein without notice, but will honor commitments previously made.

Concrete

Cast Specimen	Cylinder - Compressive Strength (6 x 12)	\$ 16.50 / ea.
	Cylinder - Compressive Strength (4 x 8)	\$ 15.00 / ea.
	Concrete Beam - Flexural Strength	\$ 49.00 / ea.
	Mortar Cube - Compressive Strength	\$ 22.00 / ea.
	Grout/Prism - Compressive Strength	\$ 24.00 / ea.
	Cylinder - Compressive Strength Cast by Others	\$ 22.00 / ea.
	Cylinder Held (spare)	\$ 5.00 / ea.
	Cylinder Mold	\$ 2.00 / ea.
	Mix Design (single point)	\$ 750.00 / ea.
	Mix Design (three point)	\$ 1,500.00 / ea.
	Mix Design (single point FAA)	\$ 1000.00 / ea.
	Mix Design (three point FAA)	\$ 2,150.00 / ea.
	Chloride Ion Content (ASTM C 1218)	\$ 200.00 / ea.
	Cylinder Pickup Made by Others	\$ Hourly
	Slump, Air, Cylinders	\$ Hourly
Cores	Core Drilling and Testing	\$ Hourly
	Concrete/Asphalt Core Drill	\$ 185.00 / day
	Generator	\$ 100.00 / day
	Special Handling of Cores or Irregular Size Specimens	\$ 36.00 / ea.

Asphalt

	Core Density	\$ 42.00 / ea.
	Extraction Test for Oil	\$ 230.00 / ea.
	Sieve Analysis of Extracted Agg. & Extraction Test for Oil	\$ 330.00 / ea.

Structural Steel

	Structural Weld and Bolt Inspection	\$ Hourly
	Ultra-Sonic Weld Testing Equipment	\$ 175.00 / day
	Magnetic Particles or Dye Penetration	\$ Hourly



Aggregate

Particle Size	Sieve Analysis, dry	\$ 79.00 / ea.
	Sieve Analysis, wet	\$ 89.00 / ea.
	Finer than #200 by Washing	\$ 55.00 / ea.
Weight Properties	Specific Gravity & Absorption	\$ 110.00 / ea.
	Unit Weight	\$ 60.00 / ea.
Impurities	Organic Impurities in Fine Aggregate (colorimetric)	\$ 40.00 / ea.
	Lightweight Pieces (coal & lignite)	\$ 90.00 / ea.
	Clay Lumps & Friable Particles	\$ 60.00 / ea.
	Chert Content of Coarse Aggregate	\$ 135.00 / ea.
	Deleterious Materials of Coarse Aggregate	\$ 125.00 / ea.
	Deleterious Materials of Fine Aggregate	\$ 85.00 / ea.
	Thin or Elongated Pieces in Course Aggregate	\$ 90.00 / ea.
Rock Quality	Soundness by Sodium or Magnesium Sulfate (5 cycles)	\$ 330.00 / ea.
	Freeze-Thaw	\$ 760.00 / ea.
	L.A. Abrasion of Course Aggregate	\$ 220.00 / ea.

Soil

Classification Tests	Moisture Content	\$ 10.00 / ea.
	Particle-Size Analysis, Wet Sieve	\$ 105.00 / ea.
	Particle-Size Analysis, Hydrometer	\$ 90.00 / ea.
	Material finer than #200	\$ 75.00 / ea.
	Specific Gravity	\$ 75.00 / ea.
	Atterberg Limits	\$ 60.00 / ea.
	Shrinkage Limit	\$ 86.00 / ea.
	Dry Density of undisturbed sample	\$ 36.00 / ea.
	Fractional Organic Carbon	\$ 70.00 / ea.
Shear	Unconfined Compression Test (qu)	\$ 56.00 / ea.
	Triaxial (Q), multistage	\$ 375.00 / ea.
Compressibility Tests	Consolidation	\$ 485.00 / ea.
	Swell	\$ 215.00 / ea.
Compaction Tests	Standard Proctor	\$ 160.00 / ea.
	Modified Proctor	\$ 180.00 / ea.
	Field Density Testing	\$ Hourly
	Field Density Testing - Nuclear Meter	\$ 13.00 / hr.
	CBR	\$ 320.00 / ea.
	Flex-Wall Permeability	\$ 345.00 / ea.
	Falling-Head Permeability	\$ 270.00 / ea.
	Sampling Remolding	\$ 100.00 / ea.
Geotechnical Drilling	Equipment and Crew	\$ Quote
	3" Shelby Tubes	\$ 18.00 / ea.
	Sample Jars	\$ 3.00 / ea.
	Special Sample Preparation	\$ Hourly

Brenda Ardrey

From: Benjamin Ross <bross@ess-inc.com>
Sent: Friday, January 27, 2023 3:43 PM
To: Brenda Ardrey
Cc: Cory Bergthold
Subject: Small Sewer Projects A and C
Attachments: Draft Task Order 1 - Project A Scope of Work 1-27-2023.pdf; Draft Task Order 2 Project C Scope of Work 1-27-2023.pdf

Hi Brenda,

Please see the attached draft Task Orders for Small sewer Projects A and C. Here is a summary:

Project A

Design, small amount of topo, boundary surveying to prepare easement descriptions, 1 soil boring with letter report, UPRR permit, DNR permit, 2 easement descriptions, Bid Phase services. Lump Sum \$22,000

Construction phase services, full time inspection, as-built survey and plans (no materials testing). Assumes construction complete in less than 60 days. Time and Materials, Not to exceed \$16,000

Project C

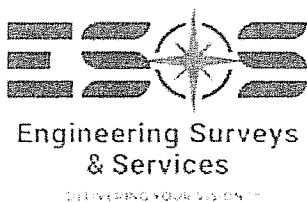
Design, full topo, 2 soil borings with letter report, DNR permit, no easement descriptions, Bid Phase services. Lump Sum \$21,600

Construction phase services, full time inspection, as-built survey, concrete testing and trench compaction testing. Assumes construction complete in less than 75 days. Time and Materials, Not to exceed \$22,000.

Hopefully the contractors will complete these projects quicker than the number of days listed above and our construction phase services costs will be less.

Please let me know if you have questions or concerns.

Thanks,
Ben



Benjamin A. Ross, P.E., PTOE
Vice President - Engineering

☎ [573.449.2646 ext. 226](tel:573.449.2646)

🌐 www.ess-inc.com

✉ bross@ess-inc.com



Licensed Professional Engineer in MO, KS, TX, IL



Engineering Surveys & Services

DELIVERING YOUR VISION™

1775 West Main St
Sedalia, MO 65301
www.ess-inc.com
660-826-8618

**EXHIBIT A: SCOPE OF WORK -
TASK ORDER – NO. 1
TO
AGREEMENT BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
BETWEEN**

City of Sedalia ("Owner"),
Engineering Surveys and Services LLC ("Engineer").

This Task Order becomes an attachment to the following Agreement:

Master Services Agreement for Professional Engineering and Consulting Services

between Owner and Engineer effective as of _____ ("Effective Date").

The Task Order, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Small Sewer Project A

(Task Order)

Small Sewer Project A consists of approximately 150 linear feet of 8-inch diameter sanitary sewer pipe, extending from existing manhole B-2 on the Central Region Lift Station project northward, under the Missouri Pacific railroad, and terminating at a new manhole just north of the Missouri Pacific Railroad right-of-way, on the Wireco property. The sewer will be installed in a steel casing pipe, bored under the railroad, per railroad requirements.

Engineer shall furnish to the Owner the following services:

Scope of Work Task Summary

1. Data Collection
 - 1.1. Kick-Off Meeting
 - 1.2. Field Survey
 - 1.3. Geotechnical Engineering
2. Design and Construction Documents
3. Bid Phase Services
4. Construction Phase Services
 - 4.1. Engineering Observation
 - 4.2. As-Built Record Drawings

Detailed Scope of Work Tasks

1. Data Collection The services provided in this section shall include:

1.1. Project Kick-Off Meeting: Engineer will attend a meeting with Public Works staff prior to the start of preliminary design to review operational needs, design criteria, and approval requirements. Prior to the meeting the Owner will provide the Engineer with available project data necessary to complete the design of the project. Information to be provided by the Owner shall include, but is not limited to:

- 1.1.1. As-built drawings of existing sanitary sewers within the project limits.
- 1.1.2. As-built drawings of other Owner projects within the project limits (water lines, storm sewer, street/sidewalk improvements) if available.
- 1.1.3. Authorization to use the topographic survey CAD file for the Central Region Lift Station project (ES&S performed this survey work for HDR).
- 1.1.4. Proposed sewer size/slope and/or capacity requirements (cubic feet per second)

1.2. Field Survey: Engineer shall provide a boundary and topographical survey of the proposed sewer route.

- 1.2.1. Some additional survey work will be needed since the proposed sewer is at the very edge of the Central Region Lift Station survey.
- 1.2.2. Engineer will obtain utility maps and coordinate with utility companies and the Missouri One Call field locate system to flag the locations of existing utilities.
- 1.2.3. The locations of the flagged utilities will be shown on the survey.
- 1.2.4. The survey is to be referenced to the State Plane Coordinate System with control points shown on the survey.
- 1.2.5. A Union Pacific Railroad permit to access railroad property will be acquired as necessary. Flaggers will be provided as necessary.

1.3. Property Ownership Research, Boundary Survey: Research property ownership records and show property lines and property ownership data on the survey.

1.4. Geotechnical Investigation: Conduct a geotechnical investigation and prepare a geotechnical engineering report. One (1) soil and rock boring will be drilled. The scope of the geotechnical investigation will include:

- 1.4.1. Drill at least 1 auger sampling hole ranging from 10 to 15 feet deep, or auger refusal, whichever occurs first.
- 1.4.2. Assess presence and consistency of cobbles, boulders and any other obstructions encountered during drilling operations.
- 1.4.3. Note groundwater presence and persistence during drilling operations.
- 1.4.4. Prepare Geotechnical Report
 - 1.4.4.1. Summary of reconnaissance, subsurface/laboratory findings, and engineering evaluation.
 - 1.4.4.2. Construction considerations

- 1.4.4.3. Constructability challenges with regard to the subsurface materials that will be encountered during construction of the sewer line.
- 1.4.4.4. Groundwater influence on construction activities.
- 1.4.5. The soil boring will be staked by our survey crew while they collect additional topographic survey data.
- 1.4.6. This report shall be used to make engineering, design and construction recommendations.

2. Design and Construction Documents The services provided in this section shall include:

- 2.1. Utility Coordination: Engineer will contact utility owners to collect available records.
 - 2.1.1. Engineer will coordinate with utility owners to identify utilities to be potholed for precise location and to minimize conflicts with existing utilities.
 - 2.1.2. Pothole excavation will be performed by the utility owner.
 - 2.1.3. PDF copies of the preliminary plans will be provided to the utility companies as the project progresses.
 - 2.1.4. Prepare construction documents for the sewer based on the alignment and/or construction techniques approved by Owner.
- 2.2. Submit 50-percent and 90-percent design documents to Public Works for review. Engineer will attend review meetings as required and at the 50-percent and 90-percent design stages.
- 2.3. The Engineer's Opinion of Probable Construction Cost is to be provided at the 90- and 100-percent completion stage.
- 2.4. Prepare final design bid packages for construction. Final design bid package is to include drawings, Kansas City Metro Chapter APWA technical specifications Section 2500, and Engineers Joint Contract Documents Committee front-end bid documents.
- 2.5. AutoCAD will be used for all contract drawings. Drawings will be on 24 x 36-inch sheets.
- 2.6. Easement Descriptions. Engineer shall prepare property descriptions and display drawings for a total of two (2) easements (permanent or temporary construction) and prepare easement display drawings and easement documents using the Owner's standard easement forms.
- 2.7. Permitting. Engineer shall prepare:
 - 2.7.1. Missouri DNR construction permit application, revise plans in response to comments to receive approval.
 - 2.7.2. Union Pacific Rail Road pipeline crossing permit.

3. Bid-Phase Services The services provided in this section shall include:

- 3.1. Assist Owner with scheduling and conducting a prebid conference. Prepare minutes of the meeting and submit to Public Works.
- 3.2. Print one (1) set of the bid documents to use at the meeting.

- 3.3. Respond to bidder's questions during the bidding period.
- 3.4. Prepare bid addenda, as needed.
- 3.5. Attend bid opening and assist with bid evaluation/recommendation.
- 3.6. Engineer shall provide the administration of bid documents, including distribution of bid documents, maintaining a bidders list, and distribution of addenda. Plans shall be posted on the Drexel Technologies on-line plan room. All Drexel Technologies fees are a reimbursable expense in addition to Engineer's fee.

4. **Construction-Phase Services** (Construction is anticipated to be completed in less than 60 calendar days) The services provided in this section shall include:

- 4.1. Attend the Pre-Construction meeting and prepare meeting minutes
- 4.2. Construction Inspection – Engineer shall provide the following services for the project duration:
 - 4.2.1. A representative will be at the jobsite while sewer line and manhole construction and testing is in progress and during other critical phases of the work. We estimate 30 site visits by an inspector with an average of 4 hours per site visit and 10 site visits by a professional engineer with an average of 2 hours per visit.
 - 4.2.2. An engineer will visit the jobsite throughout construction to perform inspection quality control checks.
 - 4.2.3. A professional engineer will have regular contact with the field inspector via phone/e-mail to discuss daily activities.
 - 4.2.4. A professional engineer will be involved with resolving any contractor questions.
 - 4.2.5. Daily field inspection documentation will be maintained in a project diary and on field sets of plans.
 - 4.2.6. A professional engineer will be onsite during critical operations, manhole testing, etc.
 - 4.2.7. Document manhole and sewer pipe testing. Construction contractor will be required to provide all test equipment and to perform the tests.
 - 4.2.8. A professional engineer will review reports, shop drawing paperwork, contractor schedules, quantities, pay requests, etc.
- 4.3. Construction Materials Testing: Construction materials testing is not anticipated on this project. Any required testing will be performed by Engineer under separate agreement.
- 4.4. As-Built Record Drawings. Perform post construction survey and prepare As-Built Plans/CAD file:
 - 4.4.1. Receive the construction contractor's certified record drawing revisions.
 - 4.4.2. Field survey the tops and flowlines of all new sanitary sewer manholes.

- 4.4.3. Supply Public Works with full-size reproducible record drawings and an AutoCAD digital version of the record drawings.

Additional Services

The following services can be provided as additional services:

1. Off site design
2. USACE permit
3. Missouri DNR Land Disturbance Permit (not required for less than 1 acre disturbed)
4. Stormwater Pollution Prevention Plan
5. Funding applications, Engineering Reports (e.g., SRF)
6. Environmental clearance documentation
7. Hydraulic modeling
8. Easement acquisition services
9. Construction materials testing

The individual point(s) of contact for this task order, if different from those undersigned, shall be:

OWNER:

Brenda Ardrey, Public Works Director
PH: (660) 827-3000 Ext. 1165
EML: hardrey@cityofsedalia.com

ENGINEER:

Benjamin A. Ross, Vice President
PH: (573) 449-2646 Ext. 226
EML: brross@ess-inc.com

Design services shall be completed within 60 days of notice to proceed.

For Tasks 1 through 3 (Data Collection, Design and Construction Documents and Bid Phase Services), Owner will compensate Engineer for services performed on a lump sum basis cost of \$ 22,000. Basis of payment to Engineer shall be as outlined in the Agreement using the current "Hourly Fee Schedule" shown as EXHIBIT B.

For Task 4 (Construction Phase Services) Owner will compensate Engineer for services performed on a time expended basis up to a maximum not to exceed cost of \$ 16,000. Basis of payment to Engineer shall be as outlined in the Agreement using the current "Hourly Fee Schedule" shown as EXHIBIT B.



**EXHIBIT A: SCOPE OF WORK -
TASK ORDER – NO. 2
TO
AGREEMENT BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
BETWEEN**

City of Sedalia ("Owner").

Engineering Surveys and Services LLC ("Engineer").

This Task Order becomes an attachment to the following Agreement:

Master Services Agreement for Professional Engineering and Consulting Services

between Owner and Engineer effective as of _____ ("Effective Date").

The Task Order, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Small Sewer Project C

(Task Order)

The project will consist of approximately 600 linear feet of 12-inch sanitary sewer main extension, installed using open trench methods, along Main Street from existing manhole N5-10 at Lamine Avenue eastward towards Washington Avenue. The proposed sewer main will be on the north side of Main Street and include service laterals to the existing buildings on the north side of the roadway. The service laterals will be included as Add Alternates in the contract documents. All asphalt street patching will be performed by the Owner.

Engineer shall furnish to the Owner the following services:

Scope of Work Task Summary

1. Data Collection
 - 1.1. Kick-Off Meeting
 - 1.2. Field Survey
 - 1.3. Geotechnical Engineering
2. Design and Construction Documents
3. Bid Phase Services

- 4. Construction Phase Services
 - 4.1. Engineering Observation
 - 4.2. Construction Materials Testing
 - 4.3. As-Built Record Drawings

Detailed Scope of Work Tasks

1. Data Collection The services provided in this section shall include:

- 1.1. Project Kick-Off Meeting: Engineer will attend a meeting with Public Works staff prior to the start of preliminary design to review operational needs, design criteria, and approval requirements. Prior to the meeting the Owner will provide the Engineer with available project data necessary to complete the design of the project. Information to be provided by the Owner shall include, but is not limited to:
 - 1.1.1. As-built drawings of existing sanitary sewers within the project limits.
 - 1.1.2. As-built drawings of other Owner projects within the project limits (water lines, storm sewer, street/sidewalk improvements) if available.
 - 1.1.3. Proposed sewer size/slope and/or capacity requirements (cubic feet per second)
- 1.2. Field Survey: Engineer shall provide a boundary and topographical survey of the proposed sewer routes.
 - 1.2.1. The topographic survey corridor for the sewer will be approximately 80-feet wide and ground surface elevations will be collected every 50-feet and at breaks in existing grade.
 - 1.2.2. The Engineer will obtain utility maps and coordinate with utility companies and the Missouri One Call field locate system to flag the locations of all existing utilities.
 - 1.2.3. The locations of the flagged utilities will then be surveyed and shown on the topographic survey.
 - 1.2.4. The survey is to be referenced to the State Plane Coordinate System with control points shown on the survey.
- 1.3. Property Ownership Research, Boundary Survey: Research property ownership records and show right-of-way lines and property ownership data on the survey.
- 1.4. Geotechnical Investigation: Conduct a geotechnical investigation and prepare a geotechnical engineering report. Approximately 2 soil and rock borings will be drilled. Borings will be drilled at the proposed manholes along the sewer route. The scope of the geotechnical investigation will include:
 - 1.4.1. Drill at least 2 auger sampling holes to 25 feet deep, or auger refusal, whichever occurs first.
 - 1.4.2. Assess presence and consistency of cobbles, boulders and any other obstructions encountered during drilling operations.

- 1.4.3. Note groundwater presence and persistence during drilling operations
- 1.4.4. Prepare Geotechnical Report
 - 1.4.4.1. Summary of reconnaissance, subsurface/laboratory findings, and engineering evaluation
 - 1.4.4.2. Construction considerations
 - 1.4.4.3. Constructability challenges with regard to the subsurface materials that will be encountered during construction of the sewer line
 - 1.4.4.4. Groundwater influence on construction activities
- 1.4.5. The soil borings will be staked by our survey crew and appropriate temporary traffic control plans will be submitted to the Public Works office for approval. This report shall be used to make engineering, design and construction recommendations.

2. Design and Construction Documents The services provided in this section shall include:

- 2.1. Utility Coordination:
 - 2.1.1. Engineer will contact utility owners to collect available utility records.
 - 2.1.2. Engineer will coordinate with utility owners to identify utilities to be potholed for precise location and to minimize conflicts with existing utilities.
 - 2.1.2.1. Pothole excavation, if required, will be performed by the utility owner.
 - 2.1.3. PDF copies of the preliminary plans will be provided to the utility companies as the projects progress.
- 2.2. Prepare construction documents for the sewer, based on the alignment and/or construction techniques approved by Owner.
- 2.3. Submit 50-percent and 90-percent design documents to Public Works for review. Formal design reviews are to be conducted with Public Works at the 50-percent and 90-percent design stages.
- 2.4. The Engineer's Opinion of Probable Construction Cost is to be provided at the 90- and 100-percent completion stage.
- 2.5. Prepare final design bid packages for construction. Final design bid package is to include drawings, Kansas City Metro Chapter APWA technical specifications Section 2500, and Engineers Joint Contract Documents Committee front-end bid documents.
- 2.6. AutoCAD will be used for all contract drawings. Drawings will be on 24 x 36-inch sheets.
- 2.7. Easement Descriptions. No easements are anticipated for this project
- 2.8. Permitting. Engineer shall prepare:
 - 2.8.1. Missouri DNR construction permit application, revise plans in response to comments to receive approval.

3. **Bid Phase Services** The services provided in this section shall include:
 - 3.1. Assist Owner with scheduling and conducting a prebid conference. Prepare minutes of the meeting and submit to Public Works.
 - 3.2. Print one (1) set of the bid documents to use at the meeting.
 - 3.3. Respond to bidder's questions during the bidding period.
 - 3.4. Prepare bid addenda, as needed.
 - 3.5. Attend bid opening and assist with bid evaluation/recommendation.
 - 3.6. Engineer shall provide the administration of bid documents, including distribution of bid documents, maintaining a bidders list, and distribution of addenda. Plans shall be posted on the Drexel Technologies on-line plan room. All Drexel Technologies fees are a reimbursable expense in addition to Engineer's fee.
4. **Construction Phase Services** (Construction is anticipated to be completed in less than 75 calendar days) The services provided in this section shall include:
 - 4.1. Attend the Pre-Construction meeting
 - 4.2. Construction Inspection – Engineer shall provide the following services for the project duration:
 - 4.2.1. A representative will be at the jobsite while sewer line and manhole construction and testing is in progress and during other critical phases of the work. We estimate 30 site visits by an inspector with an average of 6 hours per site visit and 10 site visits by a professional engineer with an average of 2 hours per visit.
 - 4.2.2. An engineer will visit the jobsite throughout construction to perform inspection quality control checks.
 - 4.2.3. A professional engineer will have regular contact with the field inspector via phone/e-mail to discuss daily activities.
 - 4.2.4. A professional engineer will be involved with resolving any contractor questions.
 - 4.2.5. Daily field inspection documentation will be maintained in a project diary and on field sets of plans.
 - 4.2.6. A professional engineer will be onsite during new work operations, manhole testing, etc.
 - 4.2.7. Observe manhole and sewer pipe testing. Construction contractor will be required to provide all test equipment and to perform the tests.
 - 4.2.8. A professional engineer will review reports, shop drawing paperwork, contractor schedules, quantities, pay requests, etc.
 - 4.3. Construction Materials Testing: The following services shall be provided as authorized in coordination with Owner:
 - 4.3.1. Soil compaction testing – 20 hours of nuclear density testing

- 4.3.2. Concrete Testing – 6 samples
- 4.4. As-Built Record Drawings. Perform post construction survey and prepare As-Built Plans/CAD file:
 - 4.4.1. Receive the construction contractor's certified record drawing revisions.
 - 4.4.2. Field survey the tops and flowlines of all new sanitary sewer manholes.
 - 4.4.3. Supply Public Works with full-size reproducible record drawings and an AutoCAD digital version of the record drawings.

Additional Services

The following services can be provided as additional services:

1. Off site design (e.g., sidewalk ADA improvements along entire length of project)
2. USACE permit
3. Missouri DNR Land Disturbance Permit (not required for less than 1 acre disturbed)
4. Stormwater Pollution Prevention Plan
5. Funding applications, engineering reports (SRF)
6. Environmental clearance documentation
7. Hydraulic modeling
8. Easement acquisition services

The individual point(s) of contact for this task order, if different from those undersigned, shall be:

OWNER:

Brenda Ardrey, Public Works Director
PH: (660) 827-3000 Ext. 1165
EML: bardrey@cityofsedalia.com

ENGINEER:

Benjamin A. Ross, Vice President
PH: (573) 449-2646 Ext. 226
EML: brross@ess-inc.com

Design services shall be completed within 60 days of notice to proceed.

For Tasks 1 through 3 (Data Collection, Design and Construction Documents and Bid Phase Services), Owner will compensate Engineer for services performed on a lump sum basis cost of \$ 21,600. Basis of payment to Engineer shall be as outlined in the Agreement using the current "Hourly Fee Schedule" shown as EXHIBIT B.

For Task 4 (Construction Phase Services) Owner will compensate Engineer for services performed on a time expended basis up to a maximum not to exceed cost of \$ 22,000. Basis of payment to Engineer shall be as outlined in the Agreement using the current "Hourly Fee Schedule" shown as EXHIBIT B.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING CHANGE ORDER NUMBER ONE FINAL FOR LOCUST LANE WATER MAIN REPLACEMENT.

WHEREAS, The City of Sedalia, Missouri has received Change Order Number 1 Final from Orr Wyatt Streetscapes for the Locust Lane Water Main Replacement; and

WHEREAS, under the Change Order, the City of Sedalia, Missouri, shall receive a reduction in the amount of Five Thousand One Hundred Dollars (\$5,100.00) from Orr Wyatt Streetscapes as more fully described in Change Order Number 1 Final attached to this ordinance and incorporated by reference as though the proposed change order were set forth herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts Change Order Number 1 Final by and between the City of Sedalia, Missouri, and Orr Wyatt Streetscapes, in substantively the same form and content as it has been proposed.

Section 2. The Mayor or City Administrator are 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 document in substantively the same form and content as it has been proposed.

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

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

Read two times by title, copies of the proposed Ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 6th day of February, 2023.


Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of February, 2023.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers
City Clerk

To: Kelvin Shaw
Through: Brenda Ardrey 
From: Jeremy Stone
Date: January 30, 2023
Subject: Change Order #1-2023-009 Locust Lane Water Main Replacement

The Public Works Department is requesting approval of the attached Change Order #1 for the above mentioned project. The Contractor has completed the project and Change Order #1 details the field quantity adjustments to construction for the removal of ninety-seven (97) square yards of Asphalt Pavement Removal and Replacement and the addition of forty-seven (47) square yards of Concrete Driveway Removal and Replacement.

Currently, the total project cost is \$144,815.00. Change Order #1 will decrease the overall cost of the project by \$5,100.00 which will bring the total project cost to \$139,715.00.

Thank you.

CHANGE ORDER

SHEET NO. (1) OF 1

SEQUENCE NO.: Change Order #1

TO **On Wyatt Streetscapes** **CONTRACTOR**

PROJECT NO.: 2023-009 Locust Lane Water Main Replacement

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

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

Final quantity adjustments.

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

(A) EST. LINE NO.	(B) ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
	12	Asphalt Pavement Removal & Replacement	125 SY	28 SY	97 SY	\$102.00		\$-9,894.00
	13	Concrete Driveway Removal & Replacement	100 SY	147 SY	47 SY	\$102.00	\$4,794.00	
							\$4,794.00	\$-9,894.00

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

1. CONTRACT AMOUNT		\$144,815.00	4. COMMENTS:	
2. OVERRUN THIS ORDER (H-I)	\$-5,100.00			
3. OVERRUN PREVIOUS (LINES 4 ON PREV. ORDERS)				
4. TOTAL OVERRUN TO DATE (2 + 3)		\$-5,100.00		
5. TOTAL (1 + 4)		\$139,715.00		
			THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO.	
			OWNER'S SIGNATURE	DATE
			Annie Jones	1/30/23
			CONTRACTOR'S SIGNATURE	DATE

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR OPERATIONAL OVERSIGHT, MAINTENANCE AND MANAGEMENT OF WASTEWATER FACILITIES.

WHEREAS, the City of Sedalia, Missouri, issued a Request for Proposals for operational oversight, maintenance and management of the City's wastewater facilities and compost site; and Mid-Mo Operations, LLC, a Missouri Company, the sole respondent to the Request for Proposals met the requirements and provided references related to the quality of the services their company provides; and

WHEREAS, under the terms of the proposed agreement, the City of Sedalia shall pay the sum and amount of Two Hundred Forty-Nine Thousand Nine Hundred Ninety-Six Dollars (\$249,996.00) to Mid-MO Operations, LLC. for said services as more fully described in the 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 Mid-MO Operations, LLC., a Missouri Company, in substantively the same form and content as the agreement has been proposed.

Section 2. The Mayor or City Administrator are 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 his 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 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 6th Day of February, 2023.


Presiding Officer of the Council

Approved by the Mayor of said City this 6th Day of February, 2023.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers
City Clerk

To: Kelvin Shaw
Through: Brenda Ardrey 
Date: February 1, 2023
Subject: Proposed Contract with Mid-Mo Operations, LLC –
Operational Oversight, Maintenance and Management Services -- Wastewater

The Public Works Department bid for Operational Oversight, Maintenance and Management Services in December, 2022 and received only one proposal from Mid-Mo Operations, LLC. (Copy attached.) Also, attached is a draft contract with Mid-Mo Operations, LLC for a thirteen-month period beginning March 1, 2023 and with a provision for four additional 1-year extensions. The amount of the one-year contract is \$249,996 (\$20,833 per month). Additionally, Mid-Mo Operations, LLC has agreed to work on transitioning from the current contractor, Alliance Water Resources, during the month of February for a fee of \$10,416.50.

The terms and conditions of this contract carry forward the terms and conditions of the contract originally entered into in CFY 2018 and extended through CFY 2022 between the City and Alliance Water Resources with the following modifications.

- Mid-Mo Operations will coordinate with the Water Collections System Staff on operations of the Collections System and Lift Stations. Dave Gerken, Collections Systems Foreman will report directly to the Public Works Director in relation to Collections Systems work, lift stations and stormwater system maintenance.
- Mid-Mo Operations will concentrate their efforts within the permitted boundaries of the three wastewater treatment plants including the equalization basins attached thereto and the compost facility.
- Mid-Mo Operations will not be providing a performance bond for this contract.

Mid-Mo Operations, LLC pursuant to the contract and environmental permits with the Missouri Department of Natural Resources is required to provide a Class A operator to oversee and manage the wastewater treatment plants.

Thank you for your consideration of this request.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into as of the sixth of February 2023 by and between the City of Sedalia, Missouri, a municipal corporation of the State of Missouri, (hereinafter referred to as "City") and Mid-Mo Operations LLC., a Missouri company, (hereinafter referred to as "Mid-Mo Operations").

WITNESSETH:

WHEREAS, Mid-Mo Operations is engaged in the business of providing operational oversight, maintenance and management services for municipal public works facilities;

WHEREAS, the City owns a wastewater collection system and a wastewater treatment system including a compost facility and is engaged in providing wastewater services in certain areas in or adjacent to the City; and

WHEREAS, Mid-Mo Operations, provided a complete and reasonable proposal response to perform certain operational oversight, maintenance and management services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises herein contained and subject to the terms and conditions herein stated, the City and Mid-Mo Operations hereby agree as follows:

1. INTRODUCTION

1.1 The foregoing recitals are adopted as part of this Agreement.

1.2 This Agreement shall become effective on March 1, 2023 which time it shall supersede and nullify any and all prior agreements, offers, service fees, quotations, estimates, representations and warranties between the parties with respect to the operational oversight, maintenance and management of the City's wastewater treatment system referred to herein as Facilities.

1.3 This Agreement, including any and all Exhibits, Addendums and Amendments thereto, is the entire Agreement between the City and Mid-Mo Operations.

2. DEFINITIONS

2.1 "Abnormal Condition" means (a) the presence in influent of substances which cannot be removed or treated by the Facility or Facilities,

including but not limited to those relating to (a) an

2.2 "Adequate Nutrients" means plant influent nitrogen, phosphorus and iron contents proportional to BODs in the ratio of five (5) parts nitrogen, one (1) part phosphorus and one-half (0.5)part iron for each one hundred (100) parts BODs.

2.3 "Base Fee" means a fixed sum for Mid-Mo Operations services. The Base Fee includes all operational oversight, maintenance and management costs including engineering costs for the Facilities as expressly detailed and required hereunder.

2.4 "Biologically Toxic Substances" means any substance or combination of substances contained in the plant influent in sufficiently high concentration so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge required of the City's NPDES permits. Biologically Toxic Substances include, but are not limited to, heavy metals, phenols, cyanides, pesticides and herbicides.

2.5 "Capacity, Management, Operation and Maintenance (CMOM) Program" means the program developed by U.S. EPA that consists of a set of best management practices that have been developed by the industry and are applied over the entire life cycle of the collection system and treatment plant. These practices include:

- Designing and constructing for O&M
- Knowing what comprises the system (inventory and physical attributes)
- Knowing where the system is (maps and location)
- Knowing the condition of the system (assessment)
- Planning and scheduling work based on condition and performance
- Repairing, replacing, and rehabilitating system components based on condition and performance
- Managing timely, relevant information to establish and prioritize appropriate CMOM activities
- Training of personnel

2.6 "Capital Expenditures" means any expenditures for (1) the purchase of new equipment or Facility supplies or parts; or (2) major repairs which significantly extend equipment or Facility service life; or (3) expenditures that are planned, non- routine and budgeted by the City.

2.7 "Corrective Maintenance" means those non-routine/non-repetitive activities required for operational continuity, safety and performance generally due to failure or to avert a failure of the equipment, vehicle or Facilities or some

component thereof.

2.8 "Facility" or "Facilities" means the wastewater treatment facilities, pumping stations, pipes, and the related equipment, vehicles and rolling stock owned or leased by the City or a component unit thereof within the facilities' fencing.

2.9 "Force Majeure" means any event beyond the reasonable control of Mid-Mo Operations, including but not limited to war, earthquake, fire, flood, explosion or other casualty loss, strikes and labor disputes (other than a legal strike by, or labor dispute of, Mid-Mo Operations employees), civil commotion, epidemic, acts or omissions of the City, its employees, agents or representatives, wrecks or delays in transportation of supplies, materials, and equipment, influent varying from that specified in "Abnormal Conditions".

2.10 "MDNR" means the Missouri Department of Natural Resources.

2.11 "MS4 permit" means the municipal separate storm sewer system (MS4) stormwater permit issued to the City by the permit program administered by the Missouri Department of Natural Resources addressing a conveyance or system of conveyances that is owned by the City that discharges to waters of the state, designed or used to collect or convey stormwater (including storm drains, pipes, ditches, etc.), is not a combined sewer; and not part of the publicly owned treatment works (sewage treatment plants).

2.12 "NPDES permit" means the National Pollutant Discharge Elimination System permit issued to the City by the permit program administered by the Missouri Department of Natural Resources addressing water pollution by regulating point sources that discharge pollutants to waters of the United States.

2.13 "Preventive or Preventative Maintenance" means maintenance that is regularly performed on a piece of equipment to lessen the likelihood of it failing. Preventive maintenance is performed while the equipment is still working, so that it does not break down unexpectedly. The costs related to preventive maintenance are those associated with routine and/or repetitive activities required by the equipment or facility manufacturer or Mid-Mo Operations to maximize the service life of the equipment, vehicles, and Facilities.

2.14 "Service Commencement Date" means the date on which Mid-Mo Operations begins operational oversight, maintenance, and management of the Facilities.

3. GENERAL

3.1 It is understood that the relationship of Mid-Mo Operations to the City is that of an independent contractor.

3.2 All grounds, facilities, equipment and vehicles now owned or leased by the City or acquired by the City shall remain the property of the City.

3.3 This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Pettis County, Missouri.

3.4 This Agreement shall be binding upon the respective successors and assignees of each of the parties hereto.

3.5 All notices shall be in writing and transmitted by certified mail to the appropriate address as follows:

City: City of Sedalia
City Administrator
200 S. Osage Avenue
Sedalia, MO 65301

Mid-Mo Operations: Mid-Mo Operations
21695 South Bushlanding Road
Hartsburg, MO 65039

3.6 This Agreement may be modified only in writing and signed by the parties. City agrees that its remedies against Mid-Mo Operations and its affiliates and Mid-Mo Operations remedies against the City shall be limited to those expressly provided in this Agreement. All releases, indemnities and limitations on liability and remedies stated herein shall apply, regardless of whether the liability or remedies arise in contract, warranty, negligence, strict liability or otherwise.

3.7 Mid-Mo Operations shall in accordance with RSMO 285.530.2 not employ or subcontract with, unauthorized aliens in connection with the scope of services to be completed under this Agreement and agrees to provide an affidavit, Exhibit C, to the City affirming that Mid-Mo Operations has not and will not in connection with this Agreement knowingly employ, or subcontract with, any person who is an unauthorized alien.

3.8 The award of this Agreement is subject to the availability of appropriated funds. The City and Mid-Mo Operations agree that funds expended for the purposes of this Agreement must be appropriated and sanitary sewer fees collected sufficient to make payment. Therefore, this Agreement shall automatically terminate without penalty or termination costs if such funds are not available to the City. The City shall be responsible for providing notice to Mid-Mo Operations per section 3.5 and for paying Mid-Mo Operations for costs incurred through receipt of such notice.

3.9 Mid-Mo Operations shall agree not to offer employment to City

employees for a period of two (2) years after such employee leaves the employment of the City.

4. SCOPE OF SERVICES

4.1 Mid-Mo Operations shall manage the Facilities and the Facilities' operations in accordance with all applicable federal, state, and local laws, ordinances and regulations and this Agreement. More specifically, Mid-Mo Operations shall provide the following under the direction and with input from the City:

- a. Mid-Mo Operations shall be responsible, at a minimum, for overseeing and assisting to ensure the City and the City's Facilities meet the following regulatory requirements and any subsequent modifications thereto:
 - i. The NPDES permit for each of the wastewater treatment facilities issued by the MDNR and as may be periodically amended.
 - ii. The CMOM program continued implementation including:
 - Predictive, preventive and corrective maintenance scheduling and tracking;
 - Identification of potential problem areas;
 - Information to support facility and operational planning;
 - Equipment performance monitoring;
 - o Status reports for management and contract compliance monitoring including equipment availability; and
 - o Begin tracking life cycle and forecasting repair versus replacement needs.
 - iii. Coordinate with the City's Industrial Pretreatment Program and Stormwater Coordinator to ensure the City is compliant with its' NPDES and MS-4 Permits.
 - iv. All sampling, testing and analysis as required by the permits, federal, state and local rules and regulations, currently in effect and as may be amended.
 - v. Sludge management including sludge handling and disposal to ensure compliance with federal and state regulations including, but not limited to, wastewater treatment plant processing, compost facility operation, land application or other appropriate handling and disposal methods.
 - vi. Any related pollution prevention plans required by U.S. EPA, MDNR or other federal, state or local regulatory authority for each wastewater treatment facility.
- b. Mid-Mo Operations shall provide the following specific services, at a minimum, in relation to the operations, maintenance and management of the treatment facilities, and compost facility.
 - i. Oversight and management of day-to-day Facilities and compost facility

operations. Such operations shall be conducted in compliance with OSHA, U.S. EPA, federal, state and City regulations, laws or other requirements, as each may apply.

- ii. Oversight and management of City staff assigned and completion of associated personnel documentation.
- iii. Oversight of all sampling, testing and analysis required by the City's permits, rules and regulations, currently in effect and as may be amended.
- iv. Oversight and management of all predictive, preventive and corrective maintenance and repair of all equipment and system infrastructure within the wastewater treatment facilities and the compost facility.
- v. Oversight of calibration and maintenance required on all flow meters and safety equipment.
- vi. Oversight of biosolids treatment including the dewatering and composting processes within the capabilities of the system. When composting is not available and as may be used from time-to-time based upon the capabilities of the system. Oversight of transportation of materials as well as appropriate land application or landfilling.
- vii. Oversight of upkeep and maintenance of all the Facilities' buildings and associated equipment.
- viii. Oversight of purchase of supplies, materials and equipment in accordance with the annual budget approved by the City Council and in accordance with the City's Financial Management Policies available on the Internet at https://www.sedalia.com/filestorage/11407/11419/11452/Policies_for_Financial_Management_Adopted_2-22-22.pdf. Mid-Mo Operations shall ensure that transactions involving purchases made for the City do not include Missouri sales taxes or Federal Excise Taxes as the City is tax exempt. All purchasing is managed through the City's accounting system using Springbrook software.
- ix. Oversight of appropriate disposal of any grit or refuse collected at the Facilities.

- x. Cleaning of the Facilities through oversight of janitorial and custodial services.
 - xi. Oversight of grounds maintenance and landscaping services.
 - xii. As may from time-to-time be needed, assist the City's Public Works Director with engineering selection and contract negotiations.
 - xiii. Oversight of the Facilities' security.
 - xiv. Open communications with the Public Works Director to keep the City fully informed regarding all aspects of facility operations, maintenance, regulatory requirements, personnel issues, etc.
- c. Mid-Mo Operations shall provide qualified operations, maintenance and management personnel including on-site, technical support, administrative and professional services to operate and maintain the wastewater treatment plants, and compost facility.
- i. Operations, maintenance, and management will be conducted during normal City business hours.
- d. Experience has shown the City shall need Mid-Mo Operations to provide a sufficient number of qualified staff to meet the scope of services set forth herein. At a minimum, the following staffing shall be required under the Agreement and these key positions must be filled on an interim or permanent basis at all times. Mid-Mo Operations will provide a MDNR Level A Certificated employee in good standing. The exact number of staff required to meet the following is to be determined by Mid-Mo Operations.
- i. Mid-Mo Operations will at minimum provide a Wastewater local manager(s) or equivalent who is qualified in management, administrative and technical areas of wastewater treatment, process control, wastewater laboratory analysis, and maintenance and repair procedures. The Wastewater Local Manager or designee must at all times be able to respond within 1 hour 30 minutes to any of the wastewater treatment plants, compost facility or other system emergency.
 - ii. Mid-Mo Operations will schedule meetings, handle correspondence and incoming calls, regulatory reporting, budget and expense reporting and other associated clerical work for the wastewater local manager and wastewater plant operations supervisor.
- e. Mid-Mo Operations shall be responsible for emergency services twenty-four

(24) hours per day, seven (7) days per week and three hundred sixty-five (365) days per year.

- f. Mid-Mo Operations shall be responsible for reducing the firm fixed price for monthly services charged to the City when a vacancy occurs in one of these contracted positions and an interim staff person is not available from Mid-Mo Operations to fill the position. At a minimum, the reduction in the firm fixed price shall include costs associated with: staff wages or salary dependent on position, benefits and related supplies and travel expenses during the period of the vacancy.

g. If the City has concerns about Mid-Mo Operations staff performance, the City shall give notice to Mid-Mo Operations of concerns and allow Mid-Mo Operations up to sixty (60) days to reach an agreed solution with the City. Unless such concerns involve: use of drugs or alcohol in the workplace as the City has a zero tolerance policy; unauthorized possession of firearms, explosives or weapons on City property; initiation or participation in verbal altercations or physical fighting, except to defend oneself or another on City property; providing false information on regulatory reports; loss of Mid-Mo Operations MDNR Level A Certificate; theft or unauthorized removal of City property or that of a City employee from City Facilities; maliciously destroying or damaging any City property or that of a City employee at a City Facility; conviction of a felony as defined by applicable law or willfully overriding, removing, failing to use or inappropriately using safety devices or protective equipment which results in or could result in injury to another. If the City has concerns related to the issues listed herein, Mid-Mo Operations shall immediately relieve the individual of duties related to this Agreement. Mid-Mo Operations shall then provide interim staffing within a timeframe mutually agreed upon with the City, but no longer than five (5) days from receiving such notice of concerns.

- h. Mid-Mo Operations, as an independent contractor, shall provide for Mid-Mo Operations staff, all salaries or wages and associated benefits, cell phones, vehicle(s), vehicle maintenance, fuel, other travel expenses, office equipment and supplies, uniforms, safety equipment including personal protective equipment and training required to meet the terms and conditions of this Agreement.
- i. Mid-Mo Operations will operate and maintain the wastewater facilities so as to avoid any circumstances which cause prohibited bypasses from wastewater treatment facilities.
- j. Mid-Mo Operations shall maintain the wastewater facilities including equipment in a manner that preserves the managed assets and ensures the reliability and efficiency of the facilities and systems within the resources provided by the City.
- i. Mid-Mo Operations shall work with the City to establish maintenance requirements for all buildings, structures, property and equipment so that such assets are maintained in accordance with the agreed upon standards.

- ii. Mid-Mo Operations shall maintain existing levels of redundancy for each facility and where such redundancy is lacking, if any, Mid-Mo Operations shall promptly bring this to the attention of the Public Works Director for appropriate planning and action.
 - iii. Mid-Mo Operations shall be responsible for managing and overseeing corrective maintenance and repair of all wastewater treatment facilities, and compost facility equipment.
- k. Mid-Mo Operations shall participate in planning activities and provide information to the City on a regular basis in support of the City's short- and long-term planning objectives for capital improvements, maintenance/repairs and policy and regulatory matters.
 - i. Capital Improvements. Mid-Mo Operations shall provide information and recommendations for capital improvements for the wastewater and compost facilities to increase operating efficiency, improve quality of service and extend the useful life of assets including development of information to support capital financing plans. Additionally, Mid-Mo Operations shall assist in developing and implementing the annual budget.
 - ii. Maintenance. Mid-Mo Operations shall provide information and make recommendations to update existing maintenance plans and support the development of a long-term maintenance strategy for the wastewater and compost facilities, including identification of cost-saving measures, cost-effective maintenance projects and routine/preventive maintenance program scheduling taking into consideration manufacturer's recommendations.
 - iii. Policy/Regulatory Issues. Mid-Mo Operations shall provide an evaluation of proposed or actual regulatory changes including changes to the NPDES permits from an operations standpoint to determine their effect on wastewater facilities capacity, management, operation and maintenance including any financial impacts or required changes to the City's policies and procedures. The City may also require input from Mid-Mo Operations to establish or challenge the appropriateness of permit limitations.
- l. Mid-Mo Operations shall develop and implement a program for City employee training for wastewater operations and maintenance skills improvement; as well as recommendations for improving the City's current health and safety program including an addendum to include chemical use necessary in the wastewater treatment process and develop and implement a security plan.
- m. Mid-Mo Operations shall submit payroll information to the City for all City employees assigned to the three wastewater treatment facilities and compost facility and submit information to the Public Works Director for review and final approval.
- n. Mid-Mo Operations shall complete performance evaluations and any disciplinary actions for all City employees assigned to the three wastewater treatment

facilities and compost facility and submit information to the Public Works Director for review and concurrence.

- o. Mid-Mo Operations shall provide timely and complete communications and reporting to the Public Works Director in relation to the status of facility operations, maintenance, regulatory requirements including reporting, permits and any personnel issues throughout the period of the Agreement.
 - i. Mid-Mo Operations shall prepare and timely provide to the City a minimum of 5 working days prior to the due date for submission to federal or state authorities all required weekly, monthly, quarterly or annual reports and related analytical data including test sampling results.
 - ii. Mid-Mo Operations shall coordinate through the City with regulatory agencies regarding treatment plant performance and compliance. Mid-Mo Operations shall ensure operational records are maintained to disclose information necessary to establish compliance or document sources of pollution received at the Facilities.

1. Mid-Mo Operations shall work with City staff to ensure records are accurate, complete and adequately maintained to document the operations of the facility including daily plant logs.
 2. Mid-Mo Operations shall comply with all requests for information about the City's Facilities received from the City, U.S. EPA, MDNR or others as requested and approved by the City. Mid-Mo Operations shall participate and provide timely information for audits (including financial audits), open records requests (Chapter 610 RSMo), assigned reporting to include any and all changes in compliance reporting requirements that may arise from time-to-time.
 - iii. Mid-Mo Operations shall submit an annual report to the City describing the general operational and maintenance activities performed under the Agreement by Mid-Mo Operations during the just completed 12-month Agreement period by April 30 of each year, beginning in 2024. Mid-Mo Operations upon request shall be responsible for presenting such annual report to the City Council.
 - iv. Mid-Mo Operations shall assist the City in collecting and providing information and documentation to support or deny the settlement of claims by the City's insurance carrier(s).
- 4.2 Mid-Mo Operations shall be liable for fines and/or civil penalties imposed by regulatory agencies for violation of the City's NPDES permits or rules or regulations of the MDNR or the U.S. EPA which occur during the term of the agreement and which were caused by Mid-Mo Operations negligence, willful conduct, lack of due diligence, malfeasance or misfeasance. Mid-Mo Operations shall be given full authority to contest such violations and the City shall assist Mid-Mo Operations in such proceedings. Except to the extent caused by Mid-Mo Operations' negligence, willful conduct, lack of due diligence, malfeasance, misfeasance or breach of its obligations under the Agreement, Mid-Mo Operations shall not be responsible for fines or penalties or any other liability if influent characteristics exceed facility design parameters, influent contains biologically toxic substances, source water contains non-treatable substances or the facility is inoperable due to circumstances beyond Mid-Mo Operations' control.
- 4.3 The City shall:
- a. Maintain all licenses and permits related to the Facilities and operations thereof and pay associated license and permit fees related to the Facilities or City staff.
 - b. Provide use of office, laboratory and shop space.

- c. Provide use of all land, equipment, improvements, buildings, structures and facilities under its ownership and presently located at the Facilities or currently available to or assigned for Facility use.
- d. Staff the Facilities with qualified operations and maintenance personnel who meet certification requirements of the State of Missouri as necessary to meet wastewater treatment requirements.
- e. Pay all expenses required for the operation and maintenance of the Facilities including, but not limited to, costs associated with preventive or corrective maintenance, personnel costs of City employees, utilities (electricity, gas, telephone, Internet, etc.), applicable fuels, chemicals, biosolids transportation and, as applicable, disposal, outside services, and other necessary materials for compliant operation of the Facilities.
- f. Plan for and make Capital Expenditures at the Facilities.
- g. Pay all taxes or governmental fees, if any, associated with the Facilities.
- h. Perform all functions and retain all responsibilities and obligations related to Facilities not expressly assumed herein by Mid-Mo Operations.
- i. Agree not to offer employment to Mid-Mo Operations employees for a period of two (2) years after completion of services.
- j. Agree to file sewer backup claims with their insurance carrier. The Mid-Mo Operations shall assist the city to provide information and documentation to support or deny the settlement of claims by the City's insurance carrier.

5. COMPENSATION

5.1 Mid-Mo Operations Base Fee compensation under this Agreement shall be twenty thousand eight hundred thirty-three dollars (\$20,833.00) per month or two hundred forty-nine thousand nine hundred ninety six dollars (\$249,996.00) annually for the first year of services under the Agreement. Notwithstanding the date stipulated in Section 1.2 of this Agreement, during the month of February, 2023, Mid-Mo Operations will work with Alliance Water Resources to transition performance of the services within this contract from Alliance Water Resources to Mid-Mo Operations for a maximum fee of ten thousand four hundred sixteen dollars and fifty cents (\$10,416.50).

5.2 Compensation to Mid-Mo Operations is due upon receipt of a complete and mathematically accurate invoice from Mid-Mo Operations and payable within thirty (30) days. City shall pay interest at an annual rate of nine percent (9%) on payments not postmarked by the thirty-first day after receipt of a complete and mathematically accurate invoice, any such interest being calculated from the due date of the payment.

5.3 The Base Fee shall be revised on the anniversary date of this agreement. The Base Fee shall be adjusted in proportion to the change in the Consumer Price Index for All Urban Consumers (CPI-U), All Items, not seasonally adjusted, in the prior

twelve (12) month period as published by the U.S. Department of Labor. The annual adjustment will be based on the CPI-U 12-month percentage change through each December and released by the U.S. Department of Labor during the month of January. Such increase shall not be less than 1 % and not more than 5 % unless otherwise agreed upon.

5.4 The Base Fee shall be equitably adjusted for any substantial change in the costs of Facilities management, including but not limited to changes in flow, customer accounts, monitoring or reporting requirements, regulatory requirements, personnel or staffing requirements, or increased costs due to Force Majeure occurrences. Any adjustments shall be negotiated prior to expenditure.

6. TERM AND TERMINATION

6.1 This Agreement shall commence on March 1, 2023 and shall extend for a period of one year. No less than ninety (90) days prior to expiration of this Agreement, the City may notify Mid-Mo Operations of extension of this Agreement for a period of one year. This Agreement may be amended for a total of four additional one year periods.

6.2 Either party may terminate this Agreement for a material breach of the Agreement by the other party after giving written notice of breach and allowing the other party thirty (30) days to correct the breach. Excepting breaches by City for nonpayment of Mid-Mo Operations' invoices, neither party shall terminate this Agreement without giving the other party fifteen (15) days written notice of intent to terminate after failure of the other party to correct the breach.

6.3 Upon notice of termination, the City and Mid-Mo Operations shall agree to an action plan which will enable the City to continue operation in an organized fashion. Mid-Mo Operations agrees to assist and cooperate with the City in any such transition.

7. INDEMNITY, LIABILITY AND INSURANCE

7.1 Mid-Mo Operations shall indemnify, save harmless and defend City from any and all claims, liabilities, penalties, fines, forfeitures, suits and costs and expenses incident thereto, including reasonable attorneys' fees, which City may incur, pay in settlement, or become responsible for as a result of death or bodily injury to any person, damage to any property, adverse effects on the environment, or violation of any law arising out of or relating to Mid-Mo Operations material breach of any term of this Agreement, or any negligent or willful act or omission of Mid-Mo Operations, its employees, or subcontractors in the performance of this Agreement.

To the extent permitted by law, City shall indemnify, save harmless and defend Mid-Mo Operations from any and all claims, liabilities, penalties, fines, forfeitures, suits and costs and expenses incident thereto, including reasonable attorney's fees, which Mid-Mo Operations may incur, pay in settlement, or become responsible for as a result of death or bodily injury to any person, damage to any property, adverse effects on the environment, or violation of any law arising out of or relating to the City's material breach of any term of this Agreement, or any negligent or willful act or omission of the

City, its employees, or subcontractors in the performance of this Agreement.

The City and Mid-Mo Operations shall each provide the other with prompt and timely written notice, as per Section 3.5, of any event or proceeding of which either acquires knowledge and for which indemnification may be sought so that each shall have any opportunity to take such actions as may be desirable to contain or minimize the consequences of any such event or proceeding and to defend or settle at such party's expense any such proceeding.

7.2 Mid-Mo Operations shall be liable for fines or civil penalties imposed by regulatory agencies for violation of the City's NPDES permit or rules or regulations of the Missouri Department of Natural Resources or the United States Environmental Protection Agency which occur during the term of this Agreement and which were caused by Mid-Mo Operations negligence or willful conduct. Mid-Mo Operations shall be given full authority to contest such violations and the City shall assist Mid-Mo Operations in such proceedings. Except to the extent caused by Mid-Mo Operations' negligence, willful conduct, or breach of its obligations under this Agreement, Mid-Mo Operations shall not be responsible for fines or penalties or any other liability if influent **characteristics** exceed Facilities design parameters (as defined in Exhibit B).

7.3 Each party shall obtain and maintain insurance coverage of a type and in amounts described in Exhibit A. Each party, to the extent permitted by law, shall name the other party as an additional insured on all insurance policies covering the Facilities and shall provide the other party with satisfactory proof of insurance upon written request. In the event either party changes insurance or has a policy cancelled, that party shall provide notice thirty (30) days prior to the change or cancellation as per Section 3.5.

8. WARRANTY

8.1 Mid-Mo Operations warrants that it will manage the Facilities in accordance with the Scope of Services set forth in this Agreement and generally accepted industry principles and practices for operations and management of similar facilities within the Facilities design capacities.

9. EXCUSE OF PERFORMANCE

9.1 The parties agree that any delay or failure of either party to perform its obligations under this Agreement, except for indemnification required hereunder or the payment of money, shall be excused if and to the extent caused by acts of God, strikes, fire, flood, windstorm, explosion, riot, war, sabotage, or other similar cause beyond the reasonable control of the party affected, provided that prompt notice of such delay is given by such party to the other and each of the parties shall be diligent in attempting to remove or overcome the effects of such cause or causes.

10. MISCELLANEOUS

10.1 The parties intend that there shall not be any third-party beneficiaries to this Agreement.

10.2 If any provision of this Agreement is held invalid or unenforceable, such provision shall be modified consistent with the original intent of the parties, so as to be enforceable and the remainder of the Agreement shall remain in full force and effect.

10.3 The failure of either party to enforce any right hereunder shall not be construed as a waiver of its right to enforce that or any other right hereunder in the future.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the date and year first above written.

EXHIBIT A

Mid-Mo Operations shall maintain:

1. Statutory Worker's Compensation Insurance for all Mid-Mo Operations' employees at the Facilities as required by law.

MID-MO OPERATIONS LLC

CITY OF SEDALIA

Signature

Signature

Printed Name

Printed Name

Title

Title

Attest:

Attest:

Signature

Signature

Secretary

Title

EXHIBIT A

Mid-Mo Operations shall maintain:

1. Statutory Worker's Compensation Insurance for all Mid-Mo Operations' employees at the Facilities as required by law.
2. Comprehensive or Commercial General Liability Insurance for bodily injury and/or property damage as follows:

General Aggregate	\$3,000,000
Each Occurrence Limit	\$1,000,000
Umbrella Aggregate	\$4,000,000

City shall maintain:

1. Comprehensive or Commercial General Liability Insurance covering general liability, personal injury and property damage in amounts not less than Missouri statutory limits requirements relating to Sovereign Immunity. Each Party:
2. Shall maintain adequate property insurance for its equipment and real and personal property, including, but not limited to, extended coverage.
3. Shall provide, with respect to its owned vehicles, Commercial Automobile Liability Insurance for bodily injury and/or property damage with \$500,000 combined single limits per occurrence and in the aggregate.

EXHIBIT B
WASTEWATER FACILITY CHARACTERISTICS

- 8.1** Mid-Mo Operations shall not be responsible for fines or penalties or any other liability if there are limitations in the plant design which limit adequate treatment, or if the wastewater influent exceeds facility design parameters including maximum daily and instantaneous flow, does not contain adequate nutrients, contains biologically toxic substances, or the Facilities are inoperable due to circumstances beyond Mid-Mo Operations control.
- 8.2** Mid-Mo Operations liability regarding payment of fines, penalties or any other related liability is restricted to effluent limitations established in existing **NPDES Permit No. MO- 010567** dated May 1, 2013, **MO-0023027** dated September 6, 2012, and **MO-0023019** dated November 15, 2011. In the event that effluent limitations are revised in subsequent NPDES permits, Mid-Mo Operations shall have the right to renegotiate the terms of Section 7 in the Agreement by giving notice to the city within forty-five (45) days after the effective date of the revised permit.

EXHIBIT C

BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- | | |
|---------------|---|
| BOX A: | To be completed by a non-business entity as defined below. |
| BOX B: | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/lgc_118522167_150.htm . |
| BOX C: | To be completed by a business entity who has current work authorization documentation on file with the City of Sedalia. |

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A-CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) DOES NOT CURRENTLY MEET the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ D I am a self-employed individual with no employees; OR
- ☐ D The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Bid/SFS/Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the _____ (insert agency name) with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT C, continued

(Complete the following if you **DO NOT** have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the City of Sedalia. If completing Box B, do not complete Box C.)

BOX B-CURRENT BUSINESS ENTITY STATUS

I certify that (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525. RSMo. pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ❶ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dh.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ❷ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security-Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ❸ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT C, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo. definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm

_____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the City of Sedalia, Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that

_____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of February, 2023.

I am commissioned as a notary public within the County of _____ State of Missouri, and my commission expires on _____.

Signature of Notary

Date

EXHIBIT C, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the City of Sedalia. If completing Box C, do not complete Box B.)

BOX C-AFFIDAVIT ON FILE- CURRENT BUSINESS ENTITY STATUS

I certify that (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the City of Sedalia. We have previously provided documentation to the City that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ../ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ../ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted:

(if known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR CITY USE ONLY

Documentation Verification Completed By:

City Staff

Date

MID MO OPERATIONS



RFP 2023-014

**Professional Services for Operational Oversight,
Maintenance and Management of Wastewater Facilities**

City of Sedalia, Missouri

Submitted By: Curtis Wheat

Contact Information: 573-999-1768, midmoops@gmail.com

www.midmoops.com

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into as of the fifteenth of December 2022 by and between the City of Sedalia, Missouri, a municipal corporation of the State of Missouri, (hereinafter referred to as "City") and Mid-Mo Operations LLC., (hereinafter referred to as "Mid-Mo Operations").

WITNESSETH:

WHEREAS, Mid-Mo Operations is engaged in the business of providing operational oversight, maintenance and management services for municipal public works facilities;

WHEREAS, the City owns a wastewater collection system and a wastewater treatment system including a compost facility and is engaged in providing wastewater services in certain areas in or adjacent to the City; and

WHEREAS, Mid-Mo Operations, provided a complete and reasonable proposal response to perform certain operational oversight, maintenance and management services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises herein contained and subject to the terms and conditions herein stated, the City and Mid-Mo Operations hereby agree as follows:

1. INTRODUCTION

1.1 The foregoing recitals are adopted as part of this Agreement.

1.2 This Agreement shall become effective on January 1, 2023 which time it shall supersede and nullify any and all prior agreements, offers, service fees, quotations, estimates, representations and warranties between the parties with respect to the operational oversight, maintenance and management of the City's wastewater treatment system referred to herein as Facilities.

1.3 This Agreement, including any and all Exhibits, Addendums and Amendments thereto, is the entire Agreement between the City and Mid-Mo Operations.

2. DEFINITIONS

2.1 "Abnormal Condition" means (a) the presence in influent of substances which cannot be removed or treated by the Facility or Facilities,

including but not limited to those relating to an interference or pass-through; (b) influent which violates applicable law; (c) a flow or loading of influent which is beyond the Facility's or Facilities' capacity set forth in Exhibit B; or (d) changes in source water supply due to contamination or degradation resulting from earthquakes, absence of watershed protection, or man-made disposal of pollutants.

2.2 "Adequate Nutrients" means plant influent nitrogen, phosphorus and iron contents proportional to BODs in the ratio of five (5) parts nitrogen, one (1) part phosphorus and one-half (0.5) part iron for each one hundred (100) parts BODs.

2.3 "Base Fee" means a fixed sum for Mid-Mo Operations services. The Base Fee includes all operational oversight, maintenance and management costs including engineering costs for the Facilities as expressly detailed and required hereunder.

2.4 "Biologically Toxic Substances" means any substance or combination of substances contained in the plant influent in sufficiently high concentration so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge required of the City's NPDES permits. Biologically Toxic Substances include, but are not limited to, heavy metals, phenols, cyanides, pesticides and herbicides.

2.5 "Capacity, Management, Operation and Maintenance (CMOM) Program" means the program developed by U.S. EPA that consists of a set of best management practices that have been developed by the industry and are applied over the entire life cycle of the collection system and treatment plant. These practices include:

- Designing and constructing for O&M
- Knowing what comprises the system (inventory and physical attributes)
- Knowing where the system is (maps and location)
- Knowing the condition of the system (assessment)
- Planning and scheduling work based on condition and performance
- Repairing, replacing, and rehabilitating system components based on condition and performance
- Managing timely, relevant information to establish and prioritize appropriate CMOM activities
- Training of personnel

2.6 "Capital Expenditures" means any expenditures for (1) the purchase of new equipment or Facility supplies or parts; or (2) major repairs which significantly extend equipment or Facility service life; or (3) expenditures that are planned, non-routine and budgeted by the City.

2.7 "Corrective Maintenance" means those non-routine/non-repetitive activities required for operational continuity, safety and performance generally due to failure or to avert a failure of the equipment, vehicle or Facilities or some

component thereof.

2.8 "Facility" or "Facilities" means the wastewater treatment facilities, pumping stations, pipes, and the related equipment, vehicles and rolling stock owned or leased by the City or a component unit thereof within the facilities' fencing.

2.9 "Force Majeure" means any event beyond the reasonable control of Mid-Mo Operations, including but not limited to war, earthquake, fire, flood, explosion or other casualty loss, strikes and labor disputes (other than a legal strike by, or labor dispute of, Mid-Mo Operations employees), civil commotion, epidemic, acts or omissions of the City, its employees, agents or representatives, wrecks or delays in transportation of supplies, materials, and equipment, influent varying from that specified in "Abnormal Conditions".

2.10 "MDNR" means the Missouri Department of Natural Resources.

2.11 "MS4 permit" means the municipal separate storm sewer system (MS4) stormwater permit issued to the City by the permit program administered by the Missouri Department of Natural Resources addressing a conveyance or system of conveyances that is owned by the City that discharges to waters of the state, designed or used to collect or convey stormwater (including storm drains, pipes, ditches, etc.), is not a combined sewer; and not part of the publicly owned treatment works (sewage treatment plants).

2.12 "NPDES permit" means the National Pollutant Discharge Elimination System permit issued to the City by the permit program administered by the Missouri Department of Natural Resources addressing water pollution by regulating point sources that discharge pollutants to waters of the United States.

2.13 "Preventive or Preventative Maintenance" means maintenance that is regularly performed on a piece of equipment to lessen the likelihood of it failing. Preventive maintenance is performed while the equipment is still working, so that it does not break down unexpectedly. The costs related to preventive maintenance are those associated with routine and/or repetitive activities required by the equipment or facility manufacturer or Mid-Mo Operations to maximize the service life of the equipment, vehicles, and Facilities.

2.14 "Service Commencement Date" means the date on which Mid-Mo Operations begins operational oversight, maintenance, and management of the Facilities.

3. GENERAL

3.1 It is understood that the relationship of Mid-Mo Operations to the City is that of an independent contractor.

3.2 All grounds, facilities, equipment and vehicles now owned or leased by the City or acquired by the City shall remain the property of the City.

3.3 This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Pettis County, Missouri.

3.4 This Agreement shall be binding upon the respective successors and assignees of each of the parties hereto.

3.5 All notices shall be in writing and transmitted by certified mail to the appropriate address as follows:

City: City of Sedalia
City Administrator
200 S. Osage Avenue
Sedalia, MO 65301

Mid-Mo Operations: Mid-Mo Operations
21695 South Bushlanding Road
Hartsburg, MO 65039

3.6 This Agreement may be modified only in writing and signed by the parties. City agrees that its remedies against Mid-Mo Operations and its affiliates and Mid-Mo Operations remedies against the City shall be limited to those expressly provided in this Agreement. All releases, indemnities and limitations on liability and remedies stated herein shall apply, regardless of whether the liability or remedies arise in contract, warranty, negligence, strict liability or otherwise.

3.7 Mid-Mo Operations shall in accordance with RSMO 285.530.2 not employ or subcontract with, unauthorized aliens in connection with the scope of services to be completed under this Agreement and agrees to provide an affidavit, Exhibit C, to the City affirming that Mid-Mo Operations has not and will not in connection with this Agreement knowingly employ, or subcontract with, any person who is an unauthorized alien.

3.8 The award of this Agreement is subject to the availability of appropriated funds. The City and Mid-Mo Operations agree that funds expended for the purposes of this Agreement must be appropriated and sanitary sewer fees collected sufficient to make payment. Therefore, this Agreement shall automatically terminate without penalty or termination costs if such funds are not available to the City. The City shall be responsible for providing notice to Mid-Mo Operations per section 3.5 and for paying Mid-Mo Operations for costs incurred through receipt of such notice.

3.9 Mid-Mo Operations shall agree not to offer employment to City of Sedalia employees for a period of two (2) years after such employee leaves the employment of the

City of Sedalia.

4. **SCOPE OF SERVICES**

4.1 Mid-Mo Operations shall manage the Facilities and the Facilities' operations in accordance with all applicable federal, state, and local laws, ordinances and regulations and this Agreement. More specifically, Mid-Mo Operations shall provide the following under the direction and with input from the City:

- a. Mid-Mo Operations shall be responsible, at a minimum, for overseeing and assisting to ensure the City and the City's Facilities meet the following regulatory requirements and any subsequent modifications thereto:
 - i. The NPDES permit for each of the wastewater treatment facilities issued by the MDNR and as may be periodically amended.
 - ii. The CMOM program continued implementation including:
 - Predictive, preventive and corrective maintenance scheduling and tracking;
 - Identification of potential problem areas;
 - Information to support facility and operational planning;
 - Equipment performance monitoring;
 - o Status reports for management and contract compliance monitoring including equipment availability; and
 - o Begin tracking life cycle and forecasting repair versus replacement needs.
 - iii. Coordinate with the City's Industrial Pretreatment Program and Stormwater Coordinator to ensure the City is compliant with its' NPDES and MS-4 Permits.
- vi. All sampling, testing and analysis as required by the permits, federal, state and local rules and regulations, currently in effect and as may be amended.
- vii. Sludge management including sludge handling and disposal to ensure compliance with federal and state regulations including, but not limited to, wastewater treatment plant processing, compost facility operation, land application or other appropriate handling and disposal methods.

- viii. Any related pollution prevention plans required by U.S. EPA, MDNR or other federal, state or local regulatory authority for each wastewater treatment facility.
- b. Mid-Mo Operations shall provide the following specific services, at a minimum, in relation to the operations, maintenance and management of the treatment facilities, and compost facility.
 - i. Oversight and management of day-to-day Facilities and compost facility operations. Such operations shall be conducted in compliance with OSHA, U.S. EPA, federal, state and City regulations, laws or other requirements, as each may apply.
 - ii. Oversight and management of City staff assigned and completion of associated personnel documentation.
 - iii. Oversight of all sampling, testing and analysis required by the City's permits, rules and regulations, currently in effect and as may be amended.
 - iv. Oversight and management of all predictive, preventive and corrective maintenance and repair of all equipment and system infrastructure within the wastewater treatment facilities and the compost facility.
 - v. Oversight of calibration and maintenance required on all flow meters and safety equipment.
 - vi. Oversight of biosolids treatment including the dewatering and composting processes within the capabilities of the system. When composting is not available and as may be used from time-to-time based upon the capabilities of the system. Oversight of transportation of materials as well as appropriate land application or landfilling.
 - viii. Oversight of upkeep and maintenance of all the Facilities' buildings and associated equipment.
 - ix. Oversight of purchase of supplies, materials and equipment in accordance with the annual budget approved by the City Council and in accordance with the City's Financial Management Policies available on the Internet at <http://www.ci.sedalia.mo.us/content/11298/11376/default.aspx>. Mid-Mo Operations shall ensure that transactions involving purchases made for the City do not include Missouri sales taxes or Federal Excise Taxes as the City is tax exempt. All purchasing is managed through the City's accounting system using Springbrook software.
 - x. Oversight of appropriate disposal of any grit or refuse collected at the Facilities.

- xii. Cleaning of the Facilities through oversight of janitorial and custodial services.
 - xiii. Oversight of grounds maintenance and landscaping services.
 - xiv. As may from time-to-time be needed, assist the City's Public Works Director with engineering selection and contract negotiations.
 - xv. Oversight of the Facilities' security.
 - xvi. Open communications with the Public Works Director to keep the City fully informed regarding all aspects of facility operations, maintenance, regulatory requirements, personnel issues, etc.
- c. Mid-Mo Operations shall provide qualified operations, maintenance and management personnel including on-site, technical support, administrative and professional services to operate and maintain the wastewater treatment plants, and compost facility.
 - i. Operations, maintenance, and management will be conducted during normal City business hours.
- d. Experience has shown the City shall need Mid-Mo Operations to provide a sufficient number of qualified staff to meet the scope of services set forth herein. At a minimum, the following staffing shall be required under the Agreement and these key positions must be filled on an interim or permanent basis at all times. Mid-Mo Operations will provide a MDNR Level A Certificate in good standing. The exact number of staff required to meet the following is to be determined by Mid-Mo Operations.
 - i. Mid-Mo Operations will at minimum provide a Wastewater local manager(s) or equivalent who is qualified in management, administrative and technical areas of wastewater treatment, process control, wastewater laboratory analysis, and maintenance and repair procedures. The Local Manager or designee must at all times be able to respond within 1 hour 30 minutes to any of the wastewater treatment plants, compost facility or other system emergency.
 - ii. Mid-Mo Operations will schedule meetings, handle correspondence and incoming calls, regulatory reporting, budget and expense reporting and other associated clerical work for the wastewater local manager and wastewater plant operations supervisor.
- e. Mid-Mo Operations shall be responsible for emergency services twenty-four

(24) hours per day, seven (7) days per week and three hundred sixty-five (365) days per year.

- f. Mid-Mo Operations shall be responsible for reducing the firm fixed price for monthly services charged to the City when a vacancy occurs in one of these contracted positions and an interim staff person is not available from Mid-Mo Operations to fill the position. At a minimum, the reduction in the firm fixed price shall include costs associated with: staff wages or salary dependent on position, benefits and related supplies and travel expenses during the period of the vacancy.
- g. If the City has concerns about Mid-Mo Operations staff performance, the City shall give notice to Mid-Mo Operations of concerns and allow Mid-Mo Operations up to sixty (60) days to reach an agreed solution with the City. Unless such concerns involve: use of drugs or alcohol in the workplace as the City has a zero tolerance policy; unauthorized possession of firearms, explosives or weapons on City property; initiation or participation in verbal altercations or physical fighting, except to defend oneself or another on City property; providing false information on regulatory reports; loss of Mid-Mo Operations MDNR Level A Certificate; theft or unauthorized removal of City property or that of a City employee from City Facilities; maliciously destroying or damaging any City property or that of a City employee at a City Facility; conviction of a felony as defined by applicable law or willfully overriding, removing, failing to use or inappropriately using safety devices or protective equipment which results in or could result in injury to another. If the City has concerns related to the issues listed herein, Mid-Mo Operations shall immediately relieve the individual of duties related to this Agreement. Mid-Mo Operations shall then provide interim staffing within a timeframe mutually agreed upon with the City, but no longer than five (5) days from receiving such notice of concerns.
- h. Mid-Mo Operations, as an independent contractor, shall provide for Mid-Mo Operations staff, all salaries or wages and associated benefits, cell phones, vehicle(s), vehicle maintenance, fuel, other travel expenses, office equipment and supplies, uniforms, safety equipment including personal protective equipment and training required to meet the terms and conditions of this Agreement.
- i. Mid-Mo Operations will operate and maintain the wastewater facilities so as to avoid any circumstances which cause prohibited bypasses from wastewater treatment facilities.
- j. Mid-Mo Operations shall maintain the wastewater facilities including equipment in a manner that preserves the managed assets and ensures the reliability and efficiency of the facilities and systems within the resources provided by the City.
 - i. Mid-Mo Operations shall work with the City to establish maintenance requirements for all buildings, structures, property and equipment so that such assets are maintained in accordance with the agreed upon standards.

- ii. Mid-Mo Operations shall maintain existing levels of redundancy for each facility and where such redundancy is lacking, if any, Mid-Mo Operations shall promptly bring this to the attention of the Public Works Director for appropriate planning and action.
 - iii. Mid-Mo Operations shall be responsible for managing and overseeing corrective maintenance and repair of all wastewater treatment facilities, and compost facility equipment
- k. Mid-Mo Operations shall participate in planning activities and provide information to the City on a regular basis in support of the City's short- and long-term planning objectives for capital improvements, maintenance/repairs and policy and regulatory matters.
 - i. Capital Improvements. Mid-Mo Operations shall provide information and recommendations for capital improvements for the wastewater and compost facilities to increase operating efficiency, improve quality of service and extend the useful life of assets including development of information to support capital financing plans. Additionally, Mid-Mo Operations shall assist in developing and implementing the annual budget.
 - ii. Maintenance. Mid-Mo Operations shall provide information and make recommendations to update existing maintenance plans and support the development of a long-term maintenance strategy for the wastewater and compost facilities, including identification of cost-saving measures, cost-effective maintenance projects and routine/preventive maintenance program scheduling taking into consideration manufacturer's recommendations.
 - iii. Policy/Regulatory Issues. Mid-Mo Operations shall provide an evaluation of proposed or actual regulatory changes including changes to the NPDES permits from an operations standpoint to determine their effect on wastewater facilities capacity, management, operation and maintenance including any financial impacts or required changes to the City's policies and procedures. The City may also require input from Mid-Mo Operations to establish or challenge the appropriateness of permit limitations.
- l. Mid-Mo Operations shall develop and implement a program for City employee training for wastewater operations and maintenance skills improvement; as well as recommendations for improving the City's current health and safety program including an addendum to include chemical use necessary in the wastewater treatment process and develop and implement a security plan.
- m. Mid-Mo Operations shall submit payroll information to the City for all City employees assigned to the three wastewater treatment facilities and compost facility and submit information to the Public Works Director for review and final approval.
- n. Mid-Mo Operations shall complete annual performance evaluations and any

disciplinary actions for all City employees assigned to the three wastewater treatment facilities and compost facility and submit information to the Public Works Director for review and concurrence.

o. Mid-Mo Operations shall provide timely and complete communications and reporting to the Public Works Director in relation to the status of facility operations, maintenance, regulatory requirements including reporting, permits and any personnel issues throughout the period of the Agreement.

i. Mid-Mo Operations shall prepare and timely provide to the City a minimum of 5 working days prior to the due date for submission to federal or state authorities all required weekly, monthly, quarterly or annual reports and related analytical data including tesUsampling results.

ii. Mid-Mo Operations shall coordinate through the City with regulatory agencies regarding treatment plant performance and compliance. Mid-Mo Operations shall ensure operational records are maintained to disclose information necessary to establish compliance or document sources of pollution received at the Facilities.

1. Mid-Mo Operations shall work with City staff to ensure records are accurate, complete and adequately maintained to document the operations of the facility including daily plant logs.

2. Mid-Mo Operations shall comply with all requests for information about the City's Facilities received from the City, U.S. EPA, MDNR or others as requested and approved by the City. Mid-Mo Operations shall participate and provide timely information for audits (including financial audits), open records requests (Chapter 610 RSMo), assigned reporting to include any and all changes in compliance reporting requirements that may arise from time-to-time.

iii. Mid-Mo Operations shall submit an annual report to the City describing the general operational and maintenance activities performed under the Agreement by Mid-Mo Operations during the just completed 12-month Agreement period. Mid-Mo Operations upon request shall be responsible for presenting such annual report to the City Council.

iv. Mid-Mo Operations shall assist the City in collecting and providing information and documentation to support or deny the settlement of claims by the City's insurance carrier(s).

4.2 Mid-Mo Operations shall be liable for fines and/or civil penalties imposed by regulatory agencies for violation of the City's NPDES permits or rules or regulations of the MDNR or the U.S. EPA which occur during the term of the agreement and which were caused by Mid-Mo Operations negligence, willful conduct, lack of due diligence, malfeasance or misfeasance. Mid-Mo Operations shall be given full authority to contest such violations and the City shall assist Mid-Mo Operations in such proceedings. Except to the extent caused by Mid-Mo Operations' negligence, willful conduct, lack of due diligence, malfeasance, misfeasance or breach of its obligations under the Agreement, Mid-Mo Operations shall not be responsible for fines or penalties

or any other liability if influent characteristics exceed facility design parameters, influent contains biologically toxic substances, source water contains non-treatable substances or the facility is inoperable due to circumstances beyond Mid-Mo Operations' control.

4.3 The City shall:

- a. Maintain all licenses and permits related to the Facilities and operations thereof and pay associated license and permit fees related to the Facilities or City staff.
- b. Provide use of office, laboratory and shop space.
- c. Provide use of all land, equipment, improvements, buildings, structures and facilities under its ownership and presently located at the Facilities or currently available to or assigned for Facility use.
- d. Staff the Facilities with qualified operations and maintenance personnel who meet certification requirements of the State of Missouri as necessary to meet wastewater treatment requirements.
- e. Pay all expenses required for the operation and maintenance of the Facilities including, but not limited to, costs associated with preventive or corrective maintenance, personnel costs of City employees, utilities (electricity, gas, telephone, Internet, etc.), applicable fuels, chemicals, biosolids transportation and, as applicable, disposal, outside services, and other necessary materials for compliant operation of the Facilities.
- f. Plan for and make Capital Expenditures at the Facilities.
- g. Pay all taxes or governmental fees, if any, associated with the Facilities.
- h. Perform all functions and retain all responsibilities and obligations related to Facilities not expressly assumed herein by Mid-Mo Operations.
- i. Agree not to offer employment to Mid-Mo Operations employees for a period of two (2) years after completion of services.
- j. Agree to file sewer backup claims with their insurance carrier. The Mid-Mo Operations shall assist the city to provide information and documentation to support or deny the settlement of claims by the City's insurance carrier.

5. COMPENSATION

5.1 Mid-Mo Operations Base Fee compensation under this Agreement shall be nineteen thousand five hundred eighty dollars (\$19,580) per month or two hundred thirty four thousand nine hundred sixty dollars (\$234,960) annually for the first year services under the Agreement.

5.2 Compensation to Mid-Mo Operations is due upon receipt of a complete and mathematically accurate invoice from Mid-Mo Operations and payable within thirty (30) days. City shall pay interest at an annual rate of nine percent (9%) on payments not postmarked by the thirty-first day after receipt of a complete and mathematically accurate invoice, any such interest being calculated from the due date of the payment.

5.3 The Base Fee shall be revised on the anniversary date of this agreement. The Base Fee shall be adjusted in proportion to the change in the Consumer Price Index for All Urban Consumers (CPI-U), All Items, not seasonally adjusted, in the prior twelve (12) month period as published by the U.S. Department of Labor. The annual adjustment will be based on the CPI-U 12-month percentage change through each December and released by the U.S. Department of Labor during the month of January. Such increase shall not be less than 1 % and not more than 5 % unless otherwise agreed upon.

5.4 The Base Fee shall be equitably adjusted for any substantial change in the costs of Facilities management, including but not limited to changes in flow, customer accounts, monitoring or reporting requirements, regulatory requirements, personnel or staffing requirements, or increased costs due to Force Majeure occurrences. Any adjustments shall be negotiated prior to expenditure.

6. TERM AND TERMINATION

6.1 This Agreement shall commence on January 1, 2023 and shall extend for a period of one year. No less than ninety (90) days prior to expiration of this Agreement, the City may notify Mid-Mo Operations of extension of this Agreement for a period of one year. This Agreement may be amended for a total of four additional one-year periods.

6.2 Either party may terminate this Agreement for a material breach of the Agreement by the other party after giving written notice of breach and allowing the other party thirty (30) days to correct the breach. Excepting breaches by City for nonpayment of Mid-Mo Operations's invoices, neither party shall terminate this Agreement without giving the other party fifteen (15) days written notice of intent to terminate after failure of the other party to correct the breach.

6.3 Upon notice of termination, the City and Mid-Mo Operations shall agree to an action plan

which will enable the City to continue operation in an organized fashion. Mid-Mo Operations agrees to assist and cooperate with the City in any such transition.

7. INDEMNITY, LIABILITY AND INSURANCE

7.1 Mid-Mo Operations shall indemnify, save harmless and defend City from any and all claims, liabilities, penalties, fines, forfeitures, suits and costs and expenses incident thereto, including reasonable attorneys' fees, which City may incur, pay in settlement, or become responsible for as a result of death or bodily injury to any person, damage to any property, adverse effects on the environment, or violation of any law arising out of or relating to Mid-Mo Operations material breach of any term of this Agreement, or any negligent or willful act or omission of Mid-Mo Operations, its employees, or subcontractors in the performance of this Agreement.

City shall indemnify, save harmless and defend Mid-Mo Operations from any and all claims, liabilities, penalties, fines, forfeitures, suits and costs and expenses incident thereto, including reasonable attorney's fees, which Mid-Mo Operations may incur, pay in settlement, or become responsible for as a result of death or bodily injury to any person, damage to any property, adverse effects on the environment, or violation of any law arising out of or relating to the City's material breach of any term of this Agreement, or any negligent or willful act or omission of the City, its employees, or subcontractors in the performance of this Agreement.

The City and Mid-Mo Operations shall each provide the other with prompt and timely written notice, as per Section 3.5, of any event or proceeding of which either acquires knowledge and for which indemnification may be sought so that each shall have any opportunity to take such actions as may be desirable to contain or minimize the consequences of any such event or proceeding and to defend or settle at such party's expense any such proceeding.

7.2 Mid-Mo Operations shall be liable for fines or civil penalties imposed by regulatory agencies for violation of the City's NPDES permit or rules or regulations of the Missouri Department of Natural Resources or the United States Environmental Protection Agency which occur during the term of this Agreement and which were caused by Mid-Mo Operations negligence or willful conduct. Mid-Mo Operations shall be given full authority to contest such violations and the City shall assist Mid-Mo Operations in such proceedings. Except to the extent caused by Mid-Mo Operations's negligence, willful conduct, or breach of its obligations under this Agreement, Mid-Mo Operations shall not be responsible for fines or penalties or any other liability if influent characteristics exceed Facilities design parameters (as defined in Exhibit B),

7.3 Each party shall obtain and maintain insurance coverage of a type and in amounts described in Exhibit A. Each party, to the extent permitted by law, shall name the other party as an additional insured on all insurance policies covering the Facilities and shall provide the other party with satisfactory proof of insurance upon written request. In the event either party changes insurance or has a policy cancelled, that party shall provide notice thirty (30) days prior to the change or cancellation as per Section 3.5.

8. WARRANTY

8.1 Mid-Mo Operations warrants that it will manage the Facilities in accordance with the Scope of Services set forth in this Agreement and generally accepted industry principles and practices for operations and management of similar facilities within the Facilities design capacities.

9. EXCUSE OF PERFORMANCE

9.1 The parties agree that any delay or failure of either party to perform its obligations under this Agreement, except for indemnification required hereunder or the payment of money, shall be excused if and to the extent caused by acts of God, strikes, fire, flood, windstorm, explosion, riot, war, sabotage, or other similar cause beyond the reasonable control of the party affected, provided that prompt notice of such delay is given by such party to the other and each of the parties shall be diligent in attempting to remove or overcome the effects of such cause or causes.

10. MISCELLANEOUS

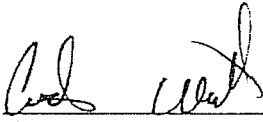
10.1 The parties intend that there shall not be any third-party beneficiaries to this Agreement.

10.2 If any provision of this Agreement is held invalid or unenforceable, such provision shall be modified consistent with the original intent of the parties, so as to be enforceable and the remainder of the Agreement shall remain in full force and effect.

10.3 The failure of either party to enforce any right hereunder shall not be construed as a waiver of its right to enforce that or any other right hereunder in the future.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the date and year first above written.

MID-MO OPERATIONS LLC



Signature

Curtis Wheat

Printed Name

CFO

Title

Attest:



Signature

Secretary

CITY OF SEDALIA

Signature

Printed Name

Title

Attest:

Signature

Title

EXHIBIT A

Mid-Mo Operations shall maintain:

1. Statutory Worker's Compensation Insurance for all Mid-Mo Operations's employees at the Facilities as required by law.
2. Comprehensive or Commercial General Liability Insurance for bodily injury and/or property damage as follows:

General Aggregate	\$3,000,000
Each Occurrence Limit	\$1,000,000
Umbrella Aggregate	\$4,000,000

City shall maintain:

1. Comprehensive or Commercial General Liability Insurance covering general liability, personal injury and property damage in amounts not less than Missouri statutory requirements relating to Sovereign Immunity.

Each Party:

1. Shall maintain adequate property insurance for its equipment and real and personal property, including, but not limited to, extended coverage.
2. Shall provide, with respect to its owned vehicles, Commercial Automobile Liability Insurance for bodily injury and/or property damage with \$500,000 combined single limits per occurrence and in the aggregate.

EXHIBIT B
WASTEWATER FACILITY CHARACTERISTICS

- B.1** Mid-Mo Operations shall not be responsible for fines or penalties or any other liability if there are limitations if the plant design which limit adequate treatment, or if the wastewater influent exceeds facility design parameters including maximum daily and instantaneous flow, does not contain adequate nutrients, contains biologically toxic substances, or the Facilities is inoperable due to circumstances beyond Mid-Mo Operations control.
- B.2** Mid-Mo Operations liability regarding payment of fines, penalties or any other related liability is restricted to effluent limitations established in existing **NPDES Permit No. MO- 010567** dated May 1, 2013, **MO-0023027** dated September 6, 2012, and **MO-0023019** dated November 15, 2011. In the event that effluent limitations are revised in subsequent NPDES permits, Mid-Mo Operations shall have the right to renegotiate the terms of Section 7 in the Agreement by giving notice to the city within forty-five (45) days after the effective date of the revised permit.

EXHIBIT C

BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with the City of Sedalia.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Bid/SFS/Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the _____ (insert agency name) with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT C, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the City of Sedalia. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that Mid-Mo Operations (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Curtis Wheat

Authorized Business Entity Representative's
Name (Please Print)

Curt Wheat

Authorized Business Entity
Representative's Signature

Mid-Mo Operations

Business Entity Name

12-15-2022

Date

midmoops@gmail.com

E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

☒ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

☒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND

☒ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT C, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Curtis Wheat (Name of Business Entity Authorized Representative) as CFO (Position/Title) first being duly sworn on my oath, affirm M.D-MO operations (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the City of Sedalia, Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that M.D-MO operations (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

[Signature]
Authorized Representative's Signature

Curtis Wheat
Printed Name

CFO
Title

12-19-22
Date

Midmoops@gmail.com
E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this 19th of Dec. 2022. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of Cole, State of
(NAME OF COUNTY)
Missouri, and my commission expires on 12/12/2025.
(NAME OF STATE) (DATE)

[Signature]
Signature of Notary

12/19/2022
Date

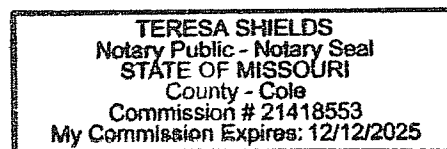


EXHIBIT C, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the City of Sedalia. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the City of Sedalia. We have previously provided documentation to the City that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted:

(if known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR CITY USE ONLY

Documentation Verification Completed By:

City Staff

Date

Mid-Mo Operations Daily Operations Plan and Qualifications

Mid-Mo Operations will provide City of Sedalia an A Wastewater Certification as well as a full-time licensed operator and part time employee to provide assistance as needed for the following task:

- Manage day to day maintenance and operations of all treatment plants
- Visit all facilities routinely
- Manage inventory and equipment; complete purchase orders as needed
- Conduct meetings and routine check-ins with employees and contractors
- Review and analyze budget
- City of Sedalia staff timekeeping
- Proactive replacement of equipment
- Assist in sample collection, process control and compliance monitoring samples
- Process data using MOGEM/EDMR for City of Sedalia approval
- Provide City of Sedalia adequate plant operation training
- Work hand in hand with City to ensure master plan is on track as well engineering projects are within scope

Qualifications

Jim Barb – A Wastewater Certification, B Water Certification, DS III

Jim has 30 years of combined water and wastewater experience operating a variety of treatment plant types including SBR, lagoons, MBBR, and extended aeration package plants with flows from 10,000 to .5 MGD. Jim has also operated many ground water systems, repaired leaks, installed hydrants, and managed storage tank maintenance program for 5 communities. In his 30 years he has managed budgets and trained countless employees.

Aaron Lachowicz – A Wastewater Certification, C Water Certification, DS III

Aaron has 28 years of wastewater experience operating a variety of treatment plants including MBBR, oxidation ditch, extended aeration plants, in flows that range from 10,000 GPD to 40 MGD. Of those 28 years, Aaron has 22 years managing a team of 9 employees and 54 wastewater sites, including 5 and 10 year capital investment planning, treatment and collection design review, CMOM policies, and I & I programs.

Curtis Wheat – D Wastewater Certification, A Water Certification, DS III

(Already passed and will receive A Wastewater Certification May 2023)

Curtis has 17 years of combined water and wastewater experience operating a variety of facilities with flows varying from 10,000 GPD to 1 MG. Curtis has knowledge in operation and maintenance at a ground water plant and management of a surface water facility over seeing budgets, chemical orders, plant upgrades, and oversight of employees. Curtis has experience in water distribution, installing mains, hydrants, and services, as well as fixing leaks and dealing with water quality issues.

Ben Maness – C Wastewater Certification, A Water Certification

Ben has 13 ½ years of collective water and wastewater experience operating a variety of treatment plant types including package plants, lagoons, activated sludge facilities and oxidation ditches. Ben has performed laboratory testing for drinking water operations on a daily, weekly, monthly, and quarterly basis. Ben has also performed bacteriological samples and testing, ordering chemicals and creating purchase orders, maintenance on pumps and equipment.

Reference List

Argyle, Missouri: Operated since September of 2022.

Contact Information: Kim, phone number 573-619-9782

Otterville, Missouri: Operated since May of 2022

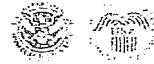
Contact Information: Valerie, phone number 660-473-3365

Westphalia, Missouri: Operated since March of 2022

Contact Information: Tammy, phone number 573-619-8817

Jamestown, Missouri: Operated since December of 2019

Contact Information: Jamie, phone number 573-301-6578



Company ID Number: 2041224

Approved by:

Employer Mid-Mo Operations	
Name (Please Type or Print) Curtis A Wheat	Title
Signature Electronically Signed	Date 12/15/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/15/2022



Company ID Number: 2041224

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Mid-Mo Operations
Company Facility Address	21695 South Bushlanding Road Hartsburg, MO 65039
Company Alternate Address	
County or Parish	BOONE
Employer Identification Number	853887787
North American Industry Classification Systems Code	221
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



Company ID Number: 2041224

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MO

1



Company ID Number: 2041224

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Curtis A Wheat
Phone Number	5739991768
Fax	
Email	cwheat7@yahoo.com



Company ID Number: 2041224

This list represents the first 20 Program Administrators listed for this company.

BID TABULATION

Wastewater Facilities:
Operational oversight, Maintenance & Management
December 27, 2022 2:00 p.m.
Council Chambers

Mid MO Operations
21695 South Bushlanding Rd.
Hartsburg, MO 65039

E-Verify: Yes

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE TO CHANGE THE REQUIREMENTS FOR AN ADMINISTRATIVE SEARCH WARRANT.

WHEREAS, Section 16-25 of the City Code of Ordinances provides who may issue an administrative search warrant. One provision currently requires that the owner or occupant be contacted before a warrant may be applied for. This provision hinders code enforcement in that often the owner or occupant alleged to have committed the code violation cannot be feasibly located or even determined, delaying the application process for administrative search warrants; and

WHEREAS, deletion of the clause of Section 16-25(a)(2) will correct this issue; and

WHEREAS, Section 16-27 of the City Code of Ordinances details the process for applying for an administrative search warrant. The section does not address electronic submission of the application and warrant, which the related Missouri state statute (§542.276.11, RSMo.) does; and

WHEREAS, the addition of an electronic submission clause to Section 16-27 will authorize electronic submission for administrative search warrants.

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

Section 1. “Sec. 16-25. Who may issue.

(a) The judge of the City of Sedalia Municipal Division of the Pettis County Circuit Court having original and exclusive jurisdiction to determine violations against the ordinances of the municipality, or another judge of the Pettis County Circuit Court if he or she is unavailable, may issue an administrative search warrant when:

(1) The property or place to be searched or inspected or the thing to be seized is located within the city at the time of the making of the application.”

Section 2. “Sec. 16-27. Application

(c) The application may be supplemented by a written affidavit by oath or affirmation. Such affidavit shall be considered in determining where there is a probable cause for the issuance of a search warrant and in filing out any deficiencies in the description of the property or place to be searched or inspect. Oral testimony shall not be considered. The application or execution of a search warrant shall not be deemed invalid for the sole reason that the application or execution of the warrant relies upon electronic signatures of the peace officer or prosecutor seeking the warrant or judge issuing the warrant.”

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 6th day of February, 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of February, 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR DUAL BAND RADIOS FOR THE SEDALIA POLICE DEPARTMENT.

WHEREAS, the City of Sedalia, Missouri received a quote from Motorola Solutions for the purchase of two dual band radios for the Sedalia Police Department; and

WHEREAS, under the quote, the City of Sedalia, Missouri shall pay the sum and of amount of Twelve Thousand Three Hundred Nineteen Dollars and Sixty-Six Cents (\$12,319.66) to Motorola Solutions for said radios as more fully described in the quote attached hereto 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 quote from Motorola Solutions in substantively the same form and content as the quote has been proposed.

Section 2. The Mayor or City Administrator are 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 quote in substantively the same form and content as it has been proposed.

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the quote 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 6th day of February 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of February 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Sedalia Police Department
DEPARTMENTAL MEMORANDUM
Office of the Chief of Police

To : City Administrator Kelvin Shaw

From : Chief Matthew Wirt_____

Date : January 31, 2023

Ref : Radio Purchase

The Sedalia Police Department has begun to replace the police car radios using the Justice Assistance Grant (JAG) funds. Commenco and Motorola has provided a quote for the purchase of two all band APX 8500 mobile radios through the Johnson County cooperative purchasing contract pricing with a total of \$12,319.66. The purchase and revenue were both planned for FY23. Staff recommends the total purchase for \$12,319.66.



QUOTE-2020481
Two APX8500 Mobile Radios w/
Multiple antenna's

Billing Address:
SEDALIA POLICE DEPT, CITY
OF
PO BOX 1707
SEDALIA, MO 65301
US

Shipping Address:
COMMENCO LLC
4901 BRISTOL AVE
KANSAS CITY, MO 64129
US

Quote Date:01/23/2023
Expiration Date:03/24/2023
Quote Created By:
James Brafford
Public Safety Account Manager
james.brafford@commenco.com
816-753-2166

End Customer:
SEDALIA POLICE DEPT, CITY OF
Chief Mathew Wirt
mwirt@sedaliapolice.com
660-826-0214

Contract: 36964 - JOHNSON COUNTY
CONVENIENCE-MO
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
APX™ 8500						
1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	2	\$9,969.00	\$5,698.95	\$11,397.90
1a	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	2			
1b	G51AT	ENH:SMARTZONE	2			
1c	GA05509AA	DEL: DELETE UHF BAND	2			
1d	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	2			
1e	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	2			
1f	G843AH	ADD: AES ENCRYPTION AND ADP	2			
1g	G89AC	ADD: NO RF ANTENNA NEEDED	2			
1h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	2			
1i	G67EH	ADD: REMOTE MOUNT E5 MP	2			



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	2			
1k	G806BL	ENH: ASTRO DIGITAL CAI OP APX	2			
1l	GA01670AA	ADD: APX E5 CONTROL HEAD	2			
1m	W22BA	ADD: STD PALM MICROPHONE APX	2			
1n	W969BG	ADD: MULTIKEY OPERATION	2			
1o	G361AH	ENH: P25 TRUNKING SOFTWARE APX	2			
2	LSV00Q00202A	DEVICE PROGRAMMING Program new template into APX8500 mobile radios.	2	\$64.29	\$64.29	\$128.58
3	EQ000103A01	MULTIPLEXER,ALL BAND, APX8500	2	\$194.40	\$165.24	\$330.48
4	CB000091A09	CABLE, COAXIAL,QMA PLUG TO MINI-UHF JACK CONNETOR (BECU QMA)	4	\$90.00	\$76.50	\$306.00
5	HAD4021A	VHF ANT WIDEBAND 136-174 MHZ	2	\$64.80	\$38.88	\$77.76
6	HAF4013A	7/8/900 MHZ WIDEBAND LOW PROFILE, 3DB GAIN THROUGH HOLE NMO MOUNT	2	\$46.44	\$39.47	\$78.94

Grand Total **\$12,319.66(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

**CITY COUNCIL
OF THE CITY OF SEDALIA, MISSOURI**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI,
STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE
THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2023.**

WHEREAS, Section 67.010 of the Revised Statutes of Missouri requires each political subdivision of the State of Missouri ("State") to prepare an annual budget and establishes the requirements for that budget; and

WHEREAS, the City of Sedalia, Missouri ("City"), is a city of the third classification created pursuant to Chapter 77, RSMo, and is a political subdivision of the State of Missouri; and

WHEREAS, the City Council of the City adopted and approved the City's annual budget for Fiscal Year 2023 in accordance with the requirements of Section 67.010, RSMo, by Ordinance No. 11535 on March 21, 2022, and

WHEREAS, Sections 67.030 and 67.040 authorize and provide a procedure for the City Council to amend the City's annual budget to increase expenditures in any fund; and

WHEREAS, expenses for City's operations for Fiscal Year 2023 have been higher than budgeted, but do not exceed revenues plus the City's unencumbered balance brought forward from previous years; and

WHEREAS, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2023 annual budget.

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

Section 1. Expenditures from the City's General Fund must be increased by a total of \$2,500 above the amount authorized in the adopted annual budget for Fiscal Year 2023. An amendment to increase said budget is necessary for the following facts and reasons:

A. Sponsorship of the Chamber of Commerce Balloon & Kite Festival

Section 2. This Resolution shall take effect immediately upon its execution by the Mayor or otherwise as provided by law.

PASSED by the City Council of the City of Sedalia, Missouri, on February 6, 2023

Presiding Officer of the Council

ATTEST: _____
Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023
REGARDING CHAMBER OF COMMERCE BALLOON & KITE FESTIVAL
SPONSORSHIP.**

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

Section 1. The 2022-2023 fiscal year budget beginning April 1, 2022 and ending March 31, 2023 is hereby amended to modify certain budgeted line items as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

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 6th day of February 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of February 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
City of Sedalia
FY23 Budget Amendment 2/6/2023 Balloon & Kite Festival Sponsorship

Account / Description	Current Budget	Change	Amended Budget	Comments
Expenditures / Uses of Funds				
Fire				
10-55-258-00 Chamber Public Service Contracts	2,000.00	2,500.00	4,500.00	Chamber of Commerce Balloon & Kite Festival Sponsorship
Total Expenditure Change		<u>2,500.00</u>		
		<u>(2,500.00)</u>		Net Increase (Decrease) in Projected Fund Balance