



**City Council Meeting Agenda**  
**Monday, April 6, 2026 – 6:30 p.m.**  
**City Hall, 200 South Osage, Sedalia MO**

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**MAYOR: ANDREW L. DAWSON**

**MAYOR PRO-TEM: RHIANNON M. FOSTER**

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- A. CALL TO ORDER** – Mayor Dawson – Council Chambers
- B. LEGISLATIVE PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. SERVICE AWARDS**
  - 1. Larry Layton, Jr. – Park – Interim Asst. Park Superintendent – 5 Years of Service
  - 2. Shannon Ramey-Trull – Personnel – Personnel Director – 5 Years of Service
  - 3. Jeremy Bradley – Park – Park Supervisor-Field Maintenance – 5 Years of Service
- E. RETIREMENT AWARDS**
  - 1. Kenneth Schlesselman – Fire – Battalion Chief – 32 years 5 months of service
- F. SPECIAL AWARDS** – None
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
  - A.** Council Meeting – March 16, 2026
- II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES** - None
- III. ROLL CALL OF STANDING COMMITTEES**
  - A. FINANCE / ADMINISTRATION** – Chairwoman Tina Boggess; Vice Chairwoman Rhiannon M. Foster
    - 1.** Annual Appropriation – Economic Development of Sedalia-Pettis County – \$140,000.00  
Council Discussion led by Chairwoman Boggess  
**BILL NO. 2026-37** Call for Ordinance Authorizing an agreement by and between the City of Sedalia, Missouri and Economic Development of Sedalia-Pettis County – Mayor Dawson
    - 2.** Approve Records Destruction Request from the City Clerk’s Office
  - B. PUBLIC WORKS** – Chairwoman Michelle Franklin; Vice Chairwoman Tina Boggess
    - 1.** Bid and Agreement – Pump/Motor Replacement – Water Well #18 - \$68,943.00  
Council Discussion led by Chairwoman Franklin  
**BILL NO. 2026-38** Call for Ordinance Authorizing an Agreement for repair/replacement of the pump and motor on Water Well #18 – Mayor Dawson
    - 2.** Agreement – HDR – Design of Central Wastewater Treatment Facility & North Pump Station & CMAR on-boarding – \$4,976,560.00  
Council Discussion led by Chairwoman Franklin  
**BILL NO. 2026-39** Call for Ordinance Authorizing an Agreement for Professional services for design of the Central Wastewater Treatment facility and North Pump Station and CMAR On-Boarding – Mayor Dawson

3. Crosswalk relocation – Sacred Heart School – West to South Vermont

Council Discussion led by Chairwoman Franklin

**BILL NO. 2026-40** Call for Ordinance Authorizing relocation of a crosswalk and signs in front of Sacred Heart School – Mayor Dawson

4. Change Order 1 – Completion Date Extension – Holland Holding Company, LLC

Council Discussion led by Chairwoman Franklin

**BILL NO. 2026-41** Call for Ordinance Approving and Accepting Change Order Number One to extend completion date for Infrastructure Development Agreement – Mayor Dawson

5. Contract Extension – Generator Maintenance – Martin Energy Group - \$27,960.00

Council Discussion led by Chairwoman Franklin

**BILL NO. 2026-42** Call for Ordinance Authorizing an Extension to the agreement for On-site Generator Maintenance, Inspection and Repair services – Mayor Dawson

6. Vehicle Sales Invoice - 2022 Ford Explorer Utility AWD – Cemetery – \$28,000.00

Council Discussion led by Chairwoman Franklin

**BILL NO. 2026-43** Call for Ordinance Authorizing a Vehicle Sales Invoice for the Cemetery Department – Mayor Dawson

C. **PUBLIC SAFETY** – Chairman Lee Scribner; Vice Chairman Jack Robinson

1. Bid – Fire Protection Systems, Inspection, Testing, Maintenance & Compliance Reporting Services - Various Amounts

Council Discussion led by Chairman Scribner

**BILL NO. 2026-44** Call for Ordinance Approving and Accepting a bid for Fire Protection Systems/Inspection/Testing/Maintenance/Compliance Reporting for City facilities – Mayor Dawson

2. Bid – Fire Alarm Removal/Replacement – Municipal Building – \$47,522.00

Council Discussion led by Chairman Scribner

**BILL NO. 2026-45** Call for Ordinance Approving and Accepting a bid for Fire Alarm Removal/Replacement for the Municipal Building – Mayor Dawson

3. Agreement – Tyler Cloud/Records Management – Sedalia Police Department – One-Time Fee \$399,142.00; Recurring Annual Fee \$239,892.00

Council Discussion led by Chairman Scribner

**BILL NO. 2026-46** Call for Ordinance Authorizing an Agreement for Tyler Cloud/Records Management for the Sedalia Police Department – Mayor Dawson

D. **COMMUNITY DEVELOPMENT** – Chairwoman Rhiannon M. Foster; Vice Chairwoman Cheryl Ames – No Report.

IV. **OTHER BUSINESS**

A. **APPOINTMENTS**

**Galaxy West Community Improvement District**

New

Stephanie Taylor – Replacing Blake Fulton – Four-Year Term 5/27/2026 – 5/26/2030

Jessica Pyle – Completing Kelvin Shaw’s Term Ending 3/21/2028

**Galaxy West Community Improvement District**

Reappointment

Matthew Iway – Four Year Term 5/27/2026 – 5/26/2030

Sheryl Giambalvo – Four Year Term 5/27/2026 – 5/26/2030

**B. LIQUOR LICENSES**

Renewal:

\*Amy VonHolten dba Aldi, 3701 West Broadway, Packaged Liquor & Sunday Sales - \$450.00

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

**VI. GOOD AND WELFARE** - “During the Good and Welfare section of our meeting agenda, residents of Sedalia are invited to directly address the City Council. Participants must sign up in advance using the form provided in the Municipal Building lobby prior to the start of the meeting. The sign-up form requires a name, address, telephone number, and the subject of the comment. Comments must pertain to items on the agenda unless a formal request to speak on a non-agenda item has been submitted in writing at least two business days prior to the meeting.

Each speaker will be allotted three minutes to present their remarks. Statements must be addressed to the Council as a body, not to individual members, and must not include personal attacks or criticisms of specific city employees by name. Formal complaints regarding staff must be submitted in writing to the City Clerk. The Council Chamber is a limited public forum, and decorum is expected at all times. Conduct such as disruptions, excessive noise, standing or blocking views, or approaching the dais without permission is prohibited.

All remarks will be recorded into the public record. While this is not a time for debate or direct engagement with Council members, your comments are an important part of civic participation. We ask that all contributions remain respectful, relevant to the community, and in accordance with Ordinance No. 12255. By entering the Council Chamber, all visitors acknowledge, accept, and agree to abide by these guidelines.

Thank you for helping us maintain a constructive and respectful environment as we work together to improve Sedalia.”

**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), 3 (Personnel) 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. BUSINESS RELATED TO CLOSED DOOR MEETING**

**A.** Motion and Second to return to regular meeting

**B.** Roll Call

**C.** Approval of Closed-Door Meeting Items

**IX. ADJOURN MEETING**

**A.** Motion and second to adjourn meeting

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Passcode: dr7EN9P3

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*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 APRIL 2, 2026, 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:** Matthew Wirt, City Administrator  
**Re:** Agenda items for City Council meeting on Monday, April 6<sup>th</sup> 6:30 p.m.

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

1. This ordinance authorizes the annual agreement between the City of Sedalia and Economic Development of Sedalia-Pettis County, continuing a long-standing partnership focused on industrial, economic, and community development services. The agreement includes a City contribution of \$140,000, which has been incorporated into the FY2027 budget. This partnership remains a key component of the City's efforts to support business retention, attract new investment, and promote long-term economic growth in the Sedalia area.
2. The City Clerk's Office is requesting authorization to destroy records that have met the required retention schedule in accordance with RSMo 109.230 and guidelines established by the Missouri Secretary of State. The records identified, including items such as certificates of insurance, public notices, bid records, and information requests from prior years, are no longer needed for current operations and do not possess sufficient administrative, legal, historical, or fiscal value to warrant continued retention. All documents will be destroyed by secure shredding following approval.

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

1. The Utilities Department is requesting approval to proceed with rehabilitation of Water Well #18 following the failure of the pump and motor due to age. This well serves as a raw water source supplying the City's Water Filtration Plant, making its reliability critical to ongoing operations. The project includes replacement of the pump and motor, repair of any damaged discharge piping, and electrical upgrades to improve system performance and extend equipment life. Two bids were received, with Flynn Drilling Co. submitting the low bid of \$68,943. The Water Division has prior experience working with Flynn Drilling Co. and has found their work to be of acceptable quality.
2. The City of Sedalia is advancing critical improvements to its Central and North Wastewater Treatment Facilities in response to regulatory requirements established by the Missouri Department of Natural Resources (MoDNR) through an Abatement Order on Consent (AOC). Both facilities have experienced compliance challenges and contain aging infrastructure that is no longer capable of meeting current and future permit requirements. Previous planning efforts, including a Facility Plan and Antidegradation Report approved by MoDNR in February 2026, identified the need for significant system upgrades and long-term solutions to ensure reliable and compliant wastewater treatment operations.

To move into the next phase, the City solicited qualifications for professional engineering services using the Construction Manager at Risk (CMAR) delivery method. HDR Engineering, Inc. was ranked highest among the firms evaluated and is recommended to provide design services and assist with onboarding the CMAR contractor. The proposed agreement is for the design phase only, with a not-to-exceed amount of \$4,976,560 and has been reviewed and approved by MoDNR as part of the State Revolving Fund (SRF) funding process. Project financing will be completed through the voter-approved wastewater improvements and the SRF program, which typically begins with a short-term bridge or construction loan and transitions into a long-term, low-interest loan upon project completion. Additional financing documents will be brought back to City Council for review and approval as the project advances. Approval of this agreement allows the City to proceed with design, maintain compliance with the AOC schedule, and position the project for future construction and financing phases.

3. This ordinance authorizes the relocation of the existing crosswalk in front of Sacred Heart School to a controlled intersection at South Vermont Avenue in accordance with Manual on Uniform Traffic Control Devices (MUTCD) standards. The proposed change is intended to improve pedestrian safety by placing the crossing at a more appropriate and controlled location. The City's Street Department will remove and install the necessary signage and update the City's traffic control schedule accordingly. The relocation was recommended by the Traffic Commission and is supported by both City staff and Sacred Heart School staff as a safer and more effective crossing location for students and pedestrians.
4. This item requests approval of Change Order #1 to the Infrastructure Development Agreement with Holland Holding Company, LLC, originally approved by Council in December 2025. The agreement provides for the construction of public infrastructure improvements, including stormwater systems, streets, sidewalks, and street lighting, along and adjacent to the property located at 521 E. 3rd Street. These improvements were determined to serve a public purpose and provide benefit to the City and surrounding area. The change order extends the project completion date from May 15, 2026, to October 1, 2026, due to delays caused by inclement weather impacting construction progress. There is no change to the total project cost and the change is administrative in nature as it allows the project to be completed as originally intended without modification to scope or cost.
5. This item requests approval of a one-year contract extension with Martin Energy Group for on-site generator maintenance, inspection, and repair services. The original contract was awarded in December 2021 for an initial term of 16 months, with the option for up to four one-year extensions. Martin Energy Group has consistently provided satisfactory service throughout the duration of the contract. This request represents the fourth and final allowable one-year extension under the terms of the agreement, with a total cost of \$27,960. Continuing this service ensures reliable operation and maintenance of the City's generator systems.
6. The purchase under consideration was identified as part of the Cemetery Strategic Plan and was discussed during the FY2027 budget work session process. Funding for the vehicle has been included in the approved FY2027 budget and reflects planned equipment needs to support ongoing cemetery operations and maintenance. This item requests approval for the purchase of a 2022 Ford Explorer Utility AWD through the Missouri State Highway Patrol for the

amount of \$28,000. The purchase of the MSHP vehicle meets City purchasing policy under the Cooperative Procurement Program, as this is a form of State Surplus and a similar program that meets the spirit and intent of these procedures in its process. The vehicle will be used to support operations within the Cemetery Division.

**Public Safety Committee** – There are three items for consideration through the Public Safety Committee.

1. Earlier this year, the City issued a Request for Proposals (RFP) for fire protection system services across all City facilities, including inspection, testing, maintenance, and repair of sprinkler systems, hood systems, and fire extinguishers. A total of five companies submitted proposals for consideration. Following review of the submitted proposals, three firms were identified as the most competitive. While Ideal Fire Services was not the lowest bidder in every individual category, they provided the lowest overall cost across the majority of services and demonstrated the best overall value to the City.
2. Recently, the City issued a Request for Proposals (RFP) for the removal and replacement of the fire alarm system at the municipal building. The project is necessary to bring the building into compliance with current fire code requirements and to address reliability concerns with the existing system. Two bids were received for this project. After review of the proposals, Ideal Fire Services was identified as the low bidder with a quoted cost of \$47,522. Approval of this contract will allow the City to move forward with necessary upgrades to ensure life safety compliance and system functionality.
3. The Sedalia Police Department currently utilizes Tyler Technologies for its public safety systems, including computer-aided dispatch (CAD), records management, mobile data, analytics, and state crash reporting. As part of the FY2027 strategic budget plan, the department is transitioning these services to a cloud-based platform to improve system reliability, create redundancy, and provide more efficient maintenance and support capabilities.

These systems are also utilized, in part, by the Sedalia Fire Department, Pettis County Ambulance District, and Pettis County Joint Communications, making this platform an important component of coordinated public safety operations. Moving to a unified, cloud-based system enhances interoperability between agencies and positions the City and its partners to operate more effectively on a shared platform moving forward.

This item requests approval of an agreement with Tyler Technologies to provide these services under a consolidated cloud-based system at a discounted combined rate. The agreement includes a one-time implementation cost of \$399,142 and future ongoing annual cost of \$239,892. This investment supports modernization of the City's public safety infrastructure while strengthening coordination across agencies.

**Community Development Committee** – There are no items for consideration through the Community Development Committee.



Let's Cross Paths

CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
MARCH 16, 2026

The City has an on-line broadcast of Council Meetings available both live and recorded by going to "Microsoft Teams".

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The Council of the City of Sedalia, Missouri duly met on March 16, 2026 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 legislative prayer led by Chaplain Byron Matson followed by the Pledge of Allegiance.

ROLL CALL:

Table with 4 columns: Name, Status, Name, Status. Rows include Jack Robinson (Present), Cheryl Ames (Absent), Lee Scribner (Present), Tina Boggess (Present), Bob Hiller (Present), Bob Cross (Present), Rhiannon Foster (Present), Michelle Franklin (Present).

Public Hearing - Midtown/West 50 TIF Plans

Mayor Dawson opened the Public Hearing at 6:33p.m.

Grant Manager John Simmons gave an update on the Midtown and West 50 TIF's.

Midtown TIF:

Amended November 2018; Building rehab, infill development, street improvements and enhancements to pedestrian facilities; New businesses - The Vault and 1886 Lounge, The Beauty Lounge, and Baker Legal Services; Payments in lieu of taxes since inception - \$2,269,490.46; Economic Activity tax since inception \$4,052.67; Revenue on hand - \$49,419.64; Rehab of existing buildings since inception \$887,438.57; Reimbursement to Municipality since inception \$76,356.68; Assessed valuation added - \$4,274,190.00; Anticipated assessed value at time of district termination \$7,593,334.00.

West 50 TIF:

Amended October 2019; Redevelopment of two areas of vacant land connected by Highway 50 right-of-way including design and construction of approximately 22,000 square feet of restaurant, retail, and/or commercial facilities to cure blight; No new development during recording period; one vacant parcel left; Estimate of New Jobs to date 46; Payments in lieu of taxes since inception - \$125,025.18; Economic Activity Taxes since inception - \$465,262.59; Revenue on hand - \$26,152.64; Reimbursement to developers since inception - \$564,135.13; Reimbursement to Municipality - \$35,417.27; Public infrastructure and site development costs - \$903,434.00; Property acquisition and relocation costs - \$1,155,000.00; Project Implementation Costs - \$230,000.00; Assessed valuation added - \$513,280.00; Anticipated assessed value at time of district termination; 2,203,551.00.

With no public comments, the Public Hearing was closed at 6:40p.m.

**SPECIAL RECOGNITION – STATE FAIR COMMUNITY COLLEGE – DRONE ENHANCEMENT PARTNERSHIP**

Police Chief David Woolery recognized State Fair Community College students Parker Brown, Diego Canto Carreiras, Conner Finke, Mckinley Leibold, Logan Pinkham, Dawson Rettke, Elijah Stultz and Adric Williams, representative of SFCC Collaborative Lab Ben Mckeehan, and instructor Madison Hercules for their assistance with Sedalia Police Department Drones. Police Chief Woolery stated that during the execution of a search warrant, a lighting problem was discovered with the Police Drone by Detective Camirand. The lighting system only pointed straight ahead and very little downward creating a blind spot. Detective Camirand reached out to State Fair Community College and connected with Madison Hercules, EDT Program Coordinator and Lead Instructor, and her students. They immediately took on the challenge redesigning the light mount eliminating the blind spot. The students went through the full engineering process. Identifying the problem, creating a digital design, producing stereotypes, testing different materials and refining the final product.

**SPECIAL AWARDS/SERVICE AWARDS/RETIREMENT AWARDS:** None

**MINUTES:** The Council Meeting minutes of March 2, 2026 were approved on motion by Foster, seconded by Cross. All Present in Favor. Ames was absent.

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

The Citizens Traffic Advisory Commission minutes dated February 11, 2026 were accepted on motion by Foster, seconded by Boggess. All Present in favor. Ames was absent.

The Planning and Zoning Commission minutes dated September 3, 2025 were accepted on motion by Boggess, seconded by Foster. All Present in favor. Ames was absent.

**ROLL CALL OF STANDING COMMITTEES:**

**FINANCE / ADMINISTRATION** – Chairwoman Tina Boggess; Vice Chairwoman Rhiannon M. Foster

- As the fiscal year concludes, staff is presenting the annual year-end budget amendment for Council consideration. Budget amendments are a routine part of municipal financial management and allow the City to adjust line items so the adopted budget accurately reflects revenues and expenditures that occurred throughout the year. The proposed amendment aligns the City’s budget with actual financial activity and ensures the City’s financial records remain accurate and compliant with standard municipal budgeting practices.

RESOLUTION NO. 2162 – 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 2026 was read once by title and approved on motion by Foster, seconded by Cross. All Present in Favor. Ames was absent.

BILL NO. 2026-25, ORDINANCE NO. 12413 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2025-2026 REGARDING FINAL FISCAL YEAR 2026 AMENDMENT was read once by title.

2<sup>nd</sup> Reading – Motion by Foster, 2<sup>nd</sup> by Cross. All Present in Favor. Ames was absent.

Final Passage – Motion by Foster, 2<sup>nd</sup> by Boggess. All Present in Favor. Ames was absent.

Roll Call Vote: Voting “Yes” were Robinson, Scribner, Boggess, Hiller, Cross, Foster and Franklin. No one voted “No”. Ames was absent.

- The proposed FY2027 budget is being presented to the City Council for final review and consideration for adoption. Over the past several months, the budget has been developed through extensive planning and discussion, including department presentations, work sessions, and budget hearings. These discussions have provided guidance on priorities, revenues, and expenditures for the upcoming fiscal year. This agenda item represents the final regular meeting opportunity for Council to review and adopt the proposed budget. Any changes to the proposed budget should be made through formal action by the Council, such as a motion to amend. The budget may be adopted as presented or as amended by the Council. Motion by Foster, 2<sup>nd</sup> by Hiller to implement Finance Committee’s recommendation to unclick the reduce HSA contribution by \$50.00. All Present in Favor. Ames was absent.

BILL NO. 2026-26, ORDINANCE NO. 12414– AN ORDINANCE AUTHORIZING THE ADOPTION OF A BUDGET FOR THE FISCAL YEAR 2027 was read once by title.

2<sup>nd</sup> Reading – Motion by Foster, 2<sup>nd</sup> by Scribner. All Present in Favor. Ames was absent.

Final Passage – Motion by Foster, 2<sup>nd</sup> by Boggess. All Present in Favor. Ames was absent.

Roll Call Vote: Voting “Yes” were Robinson, Scribner, Boggess, Hiller, Cross, Foster and Franklin. No one voted “No”. Ames was absent.

- The Capital Improvements Plan serves as a long-term planning tool that identifies and prioritizes major capital projects, infrastructure improvements, and equipment needs over multiple years. The plan reflects current priorities while also outlining projects that help the City continue progress on previously identified goals.

BILL NO. 2026-27, ORDINANCE NO. 12415 – AN ORDINANCE ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PLAN was read once by title.

2<sup>nd</sup> Reading – Motion by Foster, 2<sup>nd</sup> by Boggess. All Present in Favor. Ames was absent.

Final Passage – Motion by Foster, 2<sup>nd</sup> by Scribner. All Present in Favor. Ames was absent.

Roll Call Vote: Voting “Yes” were Robinson, Scribner, Boggess, Hiller, Cross, Foster and Franklin. No one voted “No”. Ames was absent.

- This ordinance authorizes the annual agreement between the City of Sedalia and the Scott Joplin International Ragtime Foundation, Inc. for services related to the production of the Scott Joplin Ragtime Festival. The City will provide \$12,000 in support of the 2026 festival and associated activities.

BILL NO. 2026-28, ORDINANCE NO. 12416 – AN ORDINANCE AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND SCOTT JOPLIN INTERNATIONAL RAGTIME FOUNDATION, INC. was read once by title.

2<sup>nd</sup> Reading – Motion by Foster, 2<sup>nd</sup> by Boggess. All Present in Favor. Ames was absent.

Final Passage – Motion by Foster, 2<sup>nd</sup> by Boggess. All Present in Favor. Ames was absent.

Roll Call Vote: Voting “Yes” were Robinson, Scribner, Boggess, Hiller, Cross, Foster and Franklin. No one voted “No”. Ames was absent.

**PUBLIC WORKS** – Chairwoman Michelle Franklin; Vice Chairwoman Tina Boggess

- This item authorizes an annexation agreement between the City of Sedalia and Mid MO Fine Homes LLC for the property located at 2035 Ridgeview Drive. The agreement allows the property to connect to the City’s water distribution system while requiring the property owner to complete the annexation process into the City. Until annexation occurs, the property will pay the City’s established out-of-city water rates. The agreement also allows the City to disconnect service if the annexation process is not completed.

BILL NO. 2026-29, ORDINANCE NO. 12417 – AN ORDINANCE AUTHORIZING AN ANNEXATION AND UTILITY SERVICES AGREEMENT FOR CONNECTION OF PROPERTY LOCATED AT 2035 RIDGEVIEW DRIVE TO THE CITY OF SEDALIA’S WATER DISTRIBUTION SYSTEM was read once by title.

2<sup>nd</sup> Reading – Motion by Foster, 2<sup>nd</sup> by Boggess. All Present in Favor. Ames was absent.

Final Passage – Motion by Foster, 2<sup>nd</sup> by Boggess. All Present in Favor. Ames was absent.

Roll Call Vote: Voting “Yes” were Robinson, Scribner, Boggess, Hiller, Cross, Foster and Franklin. No one voted “No”. Ames was absent.

- The City received a request from senior citizens asking for an option to use smaller sanitation carts that are easier to manage. This ordinance would amend the City’s fee schedule to allow residents who qualify as senior citizens to request two 65-gallon carts at the standard rate instead of 95-gallon carts. The option would only be available to eligible senior citizens and only upon request.

BILL NO. 2026-30, ORDINANCE NO. 12418 – AN ORDINANCE AMENDING THE FEE SCHEDULE OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI RELATING TO SANITATION CART FEES was read once by title.

2nd Reading – Motion by Foster, 2<sup>nd</sup> by Cross. All Present in Favor. Ames was absent.

Final Passage – Motion by Foster, 2<sup>nd</sup> by Boggess. All Present in Favor. Ames was absent.

Roll Call Vote: Voting “Yes” were Robinson, Scribner, Boggess, Hiller, Cross, Foster and Franklin. No one voted “No”. Ames was absent.

- Change Order No. 4 with Double Arch Construction, LLC is for the Washington Avenue Bridge repair project. During removal of a sway brace bracket at Bent 11, severe corrosion was discovered in the south-facing C-channel column section, including deterioration that had fully penetrated the web of the member. Additional work was required to properly repair the affected area and allow the project to proceed. The change order includes costs associated with temporary shoring, welding, engineering, labor, and materials totaling \$19,022.00.

BILL NO. 2026-31, ORDINANCE NO. 12419 – AN ORDINANCE APPROVING AND ACCEPTING CHANGE ORDER NUMBER FOUR FOR WASHINGTON AVENUE BRIDGE REPAIRS was read once by title.

2nd Reading – Motion by Foster, 2<sup>nd</sup> by Boggess. All Present in Favor. Ames was absent.

Final Passage – Motion by Foster, 2<sup>nd</sup> by Boggess. All Present in Favor. Ames was absent.

Roll Call Vote: Voting “Yes” were Robinson, Scribner, Boggess, Hiller, Cross, Foster and Franklin. No one voted “No”. Ames was absent.

**PUBLIC SAFETY** – Chairman Lee Scribner; Vice Chairman Jack Robinson – No Report.

**COMMUNITY DEVELOPMENT** – Chairwoman Rhiannon M. Foster; Vice Chairwoman Cheryl Ames

- This ordinance approves a re-plat and lot line adjustments for the 600 Block of North Park Avenue and North Stewart Avenue. The request includes vacating the north-south alley between the properties while reserving a permanent sanitary sewer easement for the City. The property is currently undeveloped, and the re-plat will allow for the creation of approximately twelve lots intended for new residential development. This item does not involve a rezoning of the property, but rather adjusts lot lines and platting to allow for future development.

BILL NO. 2026-32, ORDINANCE NO. 12420 – AN ORDINANCE APPROVING LOT LINE ADJUSTMENTS AND REPLAT FOR PROPERTIES LOCATED IN THE 600 BLOCK OF NORTH PARK AVENUE AND 600 BLOCK OF NORTH STEWART IN THE CITY OF SEDALIA, MISSOURI was read once by title.

2nd Reading – Motion by Cross, 2<sup>nd</sup> by Boggess. All Present in Favor. Ames was absent.

Final Passage – Motion by Cross, 2<sup>nd</sup> by Boggess. All Present in Favor. Ames was absent.

Roll Call Vote: Voting “Yes” were Robinson, Scribner, Boggess, Hiller, Cross, Foster and Franklin. No one voted “No”. Ames was absent.

**APPOINTMENTS:** None.

BIDS: None.

LIQUOR LICENSES:

The following renewal Liquor Licenses were read and approved on motion by Foster, seconded by Boggess. All Present in Favor. Ames was absent.

\*Angela Lee dba Casey’s General Store #4277, 1101 North Limit, Packaged Liquor & Sunday Sales

\*Nicole Walker dba Broadway Liquor & Smokes, 2610 West Broadway, Packaged Liquor & Sunday Sales

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR: None.

GOOD & WELFARE:

Debbie Covington, PO Box 965, stated since the Council has approved funding for the City’s Administrative operations it is reasonable for the public to understand what policies govern how those operations are carried out, particularly when it comes to official City communication platforms. Ms. Covington voiced transparency concerns over the Council Agenda not being posted as normal.

This weekend something serious happened on the City’s official Facebook page. A city employee used the account to post insulting comments about a Mayorial candidate. The City issued a statement explaining that responsibility for those accounts will be centralized under the City Administration through a review process. Ms. Covington’s concern is not about an individual employee or personnel matter, it is about the policy in governments. For years the City has allowed public comments on the page and it has functioned as a public forum for residents to discuss City, government, and public policy. After the incident became public and residents began asking questions, the City turned off comments and limited discussion. When government opens a public forum, it cannot silence speech simply because it dislikes the viewpoint being expressed.

The meeting adjourned at 7:15 p.m. on motion by Foster, seconded by Cross to a closed-door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate), 3 (Personnel) and 12 (Negotiated Contracts) of Section 610.021 RSMo. Roll Call Vote: Voting “Yes” were Robinson, Scribner, Boggess, Hiller, Cross, Foster and Franklin. No one voted “No”. Ames was absent.

The regular meeting reopened at 8:35 p.m. on motion by Robinson, seconded by Foster.

ROLL CALL:

Jack Robinson	Present	Bob Hiller	Present
Cheryl Ames	Absent	Bob Cross	Present
Lee Scribner	Present	Rhiannon Foster	Present
Tina Boggess	Present	Michelle Franklin	Present

BUSINESS RELATED TO CLOSED DOOR MEETING:

BILL NO. 2026-33, ORDINANCE NO. 12421 – AN ORDINANCE AMENDING SECTION 12-205 OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI RELATING TO AN OCCUPATIONAL TAX FOR FIRE INSURANCE COMPANIES was read once by title.

2nd Reading – Motion by Foster, 2nd by Boggess. All Present in Favor. Ames was absent.

Final Passage – Motion by Foster, 2nd by Boggess. All Present in Favor. Ames was absent.

Roll Call Vote: Voting “Yes” were Robinson, Scribner, Boggess, Hiller, Cross, Foster and Franklin. No one voted “No”. Ames was absent.

BILL NO. 2026-34, ORDINANCE NO. 12422 – AN ORDINANCE APPROVING A QUIT CLAIM DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 421 WEST COOPER FROM THE CITY OF SEDALIA, MISSOURI TO ANATOLIY AND DIANA ONIKA, HUSBAND AND WIFE was read once by title.

2nd Reading – Motion by Foster, 2nd by Scribner. All Present in Favor. Ames was absent.

Final Passage – Motion by Foster, 2nd by Scribner. All Present in Favor. Ames was absent.

Roll Call Vote: Voting “Yes” were Robinson, Scribner, Boggess, Hiller, Cross, Foster and Franklin. No one voted “No”. Ames was absent.

BILL NO. 2026-35, ORDINANCE NO. 12423 – AN ORDINANCE APPROVING A SPECIAL WARRANTY DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 600 NORTH GRAND AVENUE FROM THE CITY OF SEDALIA, MISSOURI TO NICK LUMPE was read once by title.

2nd Reading – Motion by Foster, 2nd by Scribner. All Present in Favor. Ames was absent.

Final Passage – Motion by Scribner, 2nd by Foster. All Present in Favor. Ames was absent.

Roll Call Vote: Voting “Yes” were Robinson, Scribner, Boggess, Hiller, Cross, Foster and Franklin. No one voted “No”. Ames was absent.

BILL NO. 2026-36, ORDINANCE NO. 12424 – AN ORDINANCE APPROVING A QUIT CLAIM DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 205 EAST WALNUT FROM THE CITY OF SEDALIA, MISSOURI TO MARK SAFONOV was read once by title.

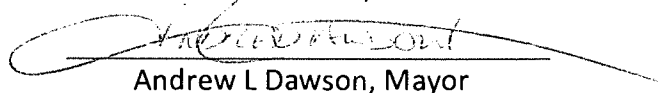
2nd Reading – Motion by Foster, 2nd by Scribner. All Present in Favor. Ames was absent.

Final Passage – Motion by Scribner, 2nd by Foster. All Present in Favor. Ames was absent.

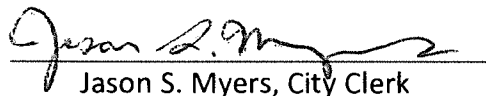
Roll Call Vote: Voting “Yes” were Robinson, Scribner, Boggess, Hiller, Cross, Foster and Franklin. No one voted “No”. Ames was absent.

Regular meeting adjourned at 8:40 p.m. on motion by Foster, seconded by Cross. All Present in Favor. Ames was absent.

THE CITY OF SEDALIA, MISSOURI



Andrew L Dawson, Mayor



Jason S. Myers, City Clerk

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

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

**AN ORDINANCE AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND ECONOMIC DEVELOPMENT OF SEDALIA-PETTIS COUNTY.**

**WHEREAS**, the City of Sedalia, Missouri, has received a proposal to enter into an agreement by and between the City of Sedalia, Missouri, and Economic Development of Sedalia-Pettis County; and

**WHEREAS**, under the proposal, the City of Sedalia, Missouri, shall pay the sum and amount of One Hundred Forty Thousand Dollars (\$140,000.00) and as consideration therefore, the City of Sedalia, Missouri, shall receive services relating to industrial, economic and community development as more fully described in the proposed agreement attached to this ordinance and incorporated by reference as though agreement were set forth herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Economic Development of Sedalia-Pettis County as the agreement has been proposed and attached hereto.

**Section 2.** The Mayor or City Administrator are hereby 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 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 6<sup>th</sup> day of April, 2026.

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

Approved by the Mayor of said City this 6<sup>th</sup> day of April, 2026.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers  
City Clerk

## AGREEMENT

This agreement made and entered into this 1st day of April, 2026, by and between the City of Sedalia, Missouri, a municipal corporation, (hereinafter called "City") and Economic Development Sedalia-Pettis County, a Missouri not-for-profit corporation (hereinafter called "Corporation");

### **WITNESSETH:**

**Whereas**, there has been established a private not-for-profit development corporation known as Economic Development Sedalia-Pettis County, Inc.; and

**Whereas**, the City does hereby engage and retain the Corporation to manage and operate an economic development office to render the services hereinafter contemplated, and the Corporation does hereby agree to accept such engagement and to discharge its duties in accordance with the terms and conditions hereinafter set forth; and

**Whereas**, the purpose of the Corporation is the preparation and implementation of programs to enhance the industrial, economic, and community development of the City of Sedalia and the County of Pettis (hereinafter "County"); and

**Whereas**, the Corporation is engaged as an independent contractor and is not an officer, agent or employee of the City; and

**Whereas**, the Corporation is administered by a Board of Directors consisting of at least nine (9) members as provided for in the Corporation's Amended By-Laws, one of which is appointed by the Mayor and approved by the Council of the City; and

**Now, therefore**, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. The Board of Directors of the Corporation shall prepare and implement marketing plans that will provide goals and objectives in accomplishing the industrial, economic and community development of the City of Sedalia that are in the best interests of the City of Sedalia and said Board further agrees to implement this plan. These goals and objectives will be quantified.

2. The Corporation shall submit to the City each year an annual operating budget for the corporation for the next fiscal year and report of the previous year's activities, expenditures and results.

*Economic Development Works For You*



3. As consideration for the services provided by the Corporation relating to the industrial, economic and community development of the City, the City shall pay the Corporation \$140,000.00 annually, said money to be paid monthly in equal installments with the first installment being due on or about the 10<sup>th</sup> day of April, 2026 and each month thereafter. Any other binding request for funds from the City requires the prior consent of a majority of the City Council.

4. The Corporation may request the City to contribute manpower and equipment towards maintenance of and/or development of industrial parks and/or like properties for economic development purposes and City, when manpower and equipment are available, may, at its option, comply with such request.

5. The Corporation shall, at the end of each calendar year, arrange for a financial review of its financial statements in accordance with generally accepted auditing standards and shall furnish the City with a copy of the financial review as soon as practicable.

6. The term of this Agreement shall be for twelve (12) months beginning April 1, 2026.

**IN WITNESS WHEREOF**, the Parties have entered into this agreement the day and year first above written.

**CITY OF SEDALIA, MISSOURI**

By \_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers, City Clerk

**ECONOMIC DEVELOPMENT  
SEDALIA-PETTIS COUNTY**

By \_\_\_\_\_  
Kyle Weymuth, President

ATTEST:

\_\_\_\_\_  
Jessica L. Craig, Secretary

*Economic Development Works For You*



Let's Cross Paths

## City of Sedalia

City Clerk's Office  
200 S. Osage  
Sedalia, MO 65301  
(660) 827-3000 [www.sedalia.com](http://www.sedalia.com)

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April 6, 2026

City Administrator Matthew Wirt  
Mayor Andrew L. Dawson  
Members of the City Council  
Sedalia, Missouri

RE: Original Records Destruction

As per RSMo 109.230(4), City records that are on file in the City Clerk's Office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State's Office. The City Clerk's Office does hereby request that the City Council authorize the destruction of the following documents:

- Certificates of Insurance (2019)
- Public Notice Records (2022)
- Rejected Bids for Services and Supplies (2021)
- Accepted Bids on Services and Supplies (2020)
- Public Information Requests (2022)
- Missouri Dept. of Natural Resources Operating Permit (2020)

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jason S. Myers". The signature is fluid and cursive, with a long, sweeping underline.

Jason S. Myers  
City Clerk

JSM

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

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

**AN ORDINANCE AUTHORIZING AN AGREEMENT FOR REPAIR/REPLACEMENT OF THE PUMP AND MOTOR ON WATER WELL #18.**

**WHEREAS**, the City of Sedalia, Missouri has received a proposal from Flynn Drilling Company for repair and replacement services for repair and replacement of pump and motor on Water Well #18; and

**WHEREAS**, under the proposal, the City of Sedalia, Missouri shall pay the sum of Sixty-eight Thousand Nine Hundred Forty-three Dollars (\$68,943.00) to Flynn Drilling Company for said services as more fully described in the proposal 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 Flynn Drilling Company 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 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 and 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 6<sup>th</sup> day of April, 2026.

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

Approved by the Mayor of said City this 6<sup>th</sup> day of April, 2026.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers, City Clerk



Let's Cross Paths

## City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 [www.sedalia.com](http://www.sedalia.com)

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To: Matthew Wirt, City Administrator  
From: William Bracken, Utilities Director  
Date: April 1st, 2026  
Subject: Rehabilitation on Well #18

The Utilities Department bid for repair/replacement services for the pump and motor on Water Well #18 which has failed due to age. Water Well #18 is a raw water well with water transported to the City's Water Filtration Plant for treatment including chlorination. The project will result in replacement of the failed pump and motor as well as any damaged discharge pipe. The bid also includes electrical upgrades that are needed to extend the longevity of the motor such as improved grounding and larger gauge wire.

There were two bids received from:

- Flynn Drilling Co., P.O. Box 265, Troy, MO 63379 for the amount of \$68,943,
- Brotcke Well & Pump, 750 Merus Court, Fenton, MO 63026, for the amount of \$97,573

We would like to recommend proceeding with the low bid received from Flynn Drilling Co. of Troy, MO. The Water Division has worked with Flynn Drilling Co. in the past on several well maintenance and repair projects and has found their work to be of acceptable quality. Copies of the bid responses are attached.

Thank you for your consideration of this recommendation.

## TABULATION OF BIDS

### Well #18 Pump and Motor Replacement Project

March 31, 2026 2:00 p.m.

#### Council Chambers

	Flynn Drilling Co 1340 Boone Street Troy, MO 63379	Brotcke Well & Pump, Inc. 750 Merus Court Fenton, MO 63026
	Price	Price
Mobe, Demobe, Prep Install & perform 1 hour pump test	\$9,275.00	\$19,355.00
800S1250-5 Grundfos Pump End w/ SS Nipple & Coupling (790 gpm @ 510tdh)	\$8,995.00	\$9,940.00
125hp 460v 3ph Franklin Motor	\$15,199.00	\$19,488.00
560' of 4/0 w/g 75 degree Flat Jacketed Wire	\$25,545.00	\$32,320.00
42' of 6" Domestic Galvanized Column Pipe	\$2,347.00	\$2,606.00
Setting Material Complete (Dual 1/4" HD Airline, SS Banding, Splice, Tape, Etc.)	\$895.00	\$884.00
Install NEMA 4 SqD 240K w/Main Breaker TVSS Unit, #4 Grounding Wire, 3/4" x 10' Ground Rod, Wiring & Start Up Complete	\$6,687.00	\$12,980.00
<b>TOTAL</b>	<b>\$68,943.00</b>	<b>\$97,573.00</b>
Bid Bond	Yes	Yes

**IFB 2026-024 WELL #18 Pump and Motor Replacement Project  
Bid Form**

ITEM	DESCRIPTION	LUMP SUM
1	Mobe, Demobe, Prep, Reinstall, & Perform One Hour Pump Test	\$ 9,275 <sup>18</sup>
2	800S1250-5 Grundfos Pump End w/SS Nipple & Coupling (790gpm @ 510tdh)	\$ 8,995 <sup>18</sup>
3	125hp 460v 3ph Franklin Motor	\$ 15,199 <sup>18</sup>
4	560' of 4/0 w/g 75 degree Flat Jacketed Wire	\$ 25,545 <sup>18</sup>
5	42' of 6" Domestic Galvanized Column Pipe	\$ 2,347 <sup>18</sup>
6	Setting Material Complete (Dual 1/2" HD Airline, SS Banding, Splice, Tape, Etc.)	\$ 895 <sup>18</sup>
7	Install NEMA 4 SquareD 240K With Main Breaker TVSS Unit, #4 Grounding Wire, 3/4" x 10' Ground Rod, Wiring & Start Up Complete	\$ 6,687 <sup>18</sup>
	<b>TOTAL</b>	\$ 68,943 <sup>18</sup>

I (authorized agent) Danny Flynn having authority to act on behalf of (Company name) Flynn Drilling Co. do hereby acknowledge that (Company name) Flynn Drilling Co. will be bound by all terms, cost and conditions of this proposal for a period of 90 days from the date of submission and commit to sign the Contract.

Company Name: Flynn Drilling Co.  
 Address: 1340 Boone St. Troy, MD. 63379  
 Phone: 636 528 6137  
 E-mail: danny@flynn-drilling.com  
 Signature: [Signature]  
 Title: President

Addenda: The following addenda are hereby acknowledged:

- Addenda No. \_\_\_ Dated: \_\_\_
- Addenda No. \_\_\_ Dated: \_\_\_
- Addenda No. \_\_\_ Dated: \_\_\_
- Addenda No. \_\_\_ Dated: \_\_\_

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

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

**AN ORDINANCE AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES FOR DESIGN OF THE CENTRAL WASTEWATER TREATMENT FACILITY AND NORTH PUMP STATION AND CMAR ON-BOARDING.**

**WHEREAS**, the City of Sedalia, Missouri has received a proposal to enter into an Agreement for professional services with HDR Engineering, Inc. for design phase only for wastewater treatment plant upgrade/improvements to the Central Wastewater Treatment Plant and demolition of the North Wastewater Treatment Plant; and

**WHEREAS**, under the proposal, the City of Sedalia, Missouri shall pay HDR Engineering, Inc. the sum and amount not to exceed Four Million Nine Hundred Seventy-six Thousand Five Hundred Sixty Dollars (\$4,976,560.00) for said services 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 authorizes the Agreement by and between the City of Sedalia, Missouri and HDR Engineering, Inc. 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 6<sup>th</sup> day of April, 2026.

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

Approved by the Mayor of said City this 6<sup>th</sup> day of April, 2026.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers  
City Clerk



Let's Cross Paths

**City of Sedalia**

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 [www.sedalia.com](http://www.sedalia.com)

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## MEMO

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**TO:** Matthew Wirt, City Administrator  
Mayor and City Council

**FROM:** Christopher Davies, P.E. City Engineer

**COPY:** William Bracken, Utilities Director

**DATE:** March 30, 2026

**RE: CONTRACT APPROVAL BETWEEN HDR, INC. AND CITY OF SEDALIA FOR THE DESIGN OF THE CENTRAL AND NORTH WWTF'S AND ON-BOARDING OF THE CMAR.**

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### Background

The City of Sedalia (City) owns and operates three wastewater treatment plants (WWTPs) – the Southeast WWTP, Central WWTP, and North WWTP. The existing North WWTP is in the northern sewer shed of Sedalia, located near the intersection of Highway 65 and N. Grand Ave. The Central WWTP serves the central sewer shed and is located immediately NW of the Central sewer shed boundary.

Due to periods of non-compliance with the North WWTP and Central WWTP National Pollutant Discharge Elimination System (NPDES) permits in recent years, the Missouri Department of National Resources (MDNR) issued an Abatement Order on Consent (AOC) in March 2024. The AOC requires that the City prepare and submit a Facility Plan to address improvements required for the North and Central WWTPs to comply with the Missouri Clean Water Law (MCWL) and all respective permit limits. Additionally, the Facility Plan must include an evaluation of the industrial pretreatment program and provide a framework for improvements.

The North WWTP was originally constructed in 1946 and was upgraded in 1964 to a trickling filter plant. The WWTP is rated for 2.5 million gallons per day (MGD) and currently treats an average daily flow of 0.71 MGD. In addition to domestic wastewater flows, the WWTP receives flow from industrial and commercial entities.

The condition of the nearly 80-year old North WWTP is poor, with equipment aging and deteriorating, and many assets failing. Effluent quality has periodically violated permit limits for biochemical oxygen demand (BOD), total suspended solids (TSS), ammonia, and copper. Additionally, it is anticipated that future permit limits will become more stringent for copper and ammonia, and will include a total phosphorus (TP) limit of 1 mg/L by January 2033. Total nitrogen (TN) removal may be required, or become a goal, within the 20-year planning horizon but has not been forecasted definitively. The AOC requires the North WWTP be in compliance for effluent ammonia and E. coli by April 1, 2029; the existing treatment system is unable to achieve the effluent ammonia requirements. A wastewater master plan was completed in 2022, which determined that rehabilitation of the existing North WWTP to meet the proposed limits and provide a resilient treatment facility was not a feasible approach. The approach to addressing needs in the North Service Area includes either constructing a new North WWTP, or pursuing Central Consolidation, which includes pumping of North Service Area sewage flows to the Central

The Central WWTP was originally constructed in 1949 as a trickling filter plant but was upgraded to an activated sludge plant in 2001. The Central WWTP is rated for 3.03 MGD and currently treats an average day flow of 1.77 MGD. The facility has aging infrastructure and limited solids handling capacity, resulting in occasional solids accumulation in the secondary treatment process. Areas requiring immediate improvement include influent screening and solids dewatering. The existing automatic mechanical screen has failed and is no longer operational, and the solids dewatering operation consists of a single rental belt filter press that has been in use since the existing permanent dewatering system was taken out of service.

The City submitted an Amended Facility Plan for the North and Central Wastewater Treatment Facilities in August of 2025, which also required an Antidegradation Report for the Central Wastewater Treatment Facility. Both reports were approved by the Missouri Department of Natural Resources in February 2026.

### Discussion

The next phase, required by the AOC, was to move into the design phase for the North and Central facilities. The City made the decision to ask for Request For Qualifications (RFQ) Professional Engineering Services for the design work needed for the North and Central facilities using the CMAR Process. The request went out to the public in November of 2025 with all RFQ's due by December 15, 2025.

The City received three (3) RFQ's from the following firms: 1) Barlett and West, 2) HDR Engineering, Inc. and 3) CMT. All three firms were ranked by five staff members and HDR Engineering Inc. was ranked the highest with an average score of 94.4 out of 100.

The City notified HDR Engineering, Inc. (HDR) they were the selected firm on December 22, 2025 and to prepare a contract for the City's review. HDR submitted the Draft of the contract for City review on January 22, 2026. City staff reviewed the contract as well as forwarding it to the attorneys for review (Ms. Lindsey Kolisch from Lauber did the review). The City returned the Draft Contract back to HDR for a few revisions on February 6, 2026. On March 3, 2026 HDR resubmitted the contract to the City for final review, which was reviewed and approved.

On March 6, 2026 the City submitted to MoDNR the contract for their review and approval, which is a requirement of the SRF funding process. On March 27, 2026 MoDNR approved the contract between HDR and the City for approval by the City Council. The contract now needs to come before the City Council for review and approval.

Key items/dates moving forward, with the assumption City Council approves the contract:

1. Notice to Proceed – April 2026
2. On-Boarding the Construction Manager at Risk (CMAR) – June thru August 2026
3. Close on SRF Bridge Loan – December 2026 thru February 2027
4. Construction Inspection Contract – December 2026

#### Recommendation

City staff recommends approval of the contract between HDR Engineering, Inc and the City of Sedalia, for the Design Phase only of the Central Wastewater Treatment Facility and North Pump Station, and CMAR On-Boarding Services for a Not-To Exceed amount of \$4,976,560.00.

**SHORT FORM AGREEMENT BETWEEN OWNER AND  
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES  
AGREEMENT NUMBER \_\_\_\_\_**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, between City of Sedalia, Missouri (“OWNER”) a municipality, with principal offices at \_\_\_\_\_, and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as Central Wastewater Treatment Facility and North Pump Station Design Phase and CMAR On-Boarding Services (“Project”);

**WHEREAS**, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

**WHEREAS**, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

**NOW, THEREFORE**, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

**SECTION I. SCOPE OF SERVICES**

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

**SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit E, are incorporated into this Agreement by this reference as if fully set forth herein.

**SECTION III. RESPONSIBILITIES OF OWNER**

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

**SECTION IV. COMPENSATION**

Compensation for ENGINEER’S services under this Agreement shall be based on Hourly Rates (Direct Labor Costs Times a Factor of 3.2 for the services of Engineer’s personnel engaged on the project), plus Reimbursable Expenses, for a Not-to-Exceed amount of Four Million Nine Hundred Seventy Six Thousand Five Hundred Sixty Dollars (\$4,976,560) within the limits of the Hourly Rate Schedule attached as Exhibit F. The Hourly Rate Schedule will be adjusted annually with no change to the not-to-exceed amount provided the Scope of Services does not change.

**SECTION V. PERIOD OF SERVICE**

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

**SECTION VI. SPECIAL PROVISIONS**

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

\_\_\_\_\_  
"OWNER"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

HDR ENGINEERING, INC.

"ENGINEER"

BY:  \_\_\_\_\_

NAME: Cory Imhoff

TITLE: Senior Vice President

ADDRESS: 10450 Holmes Rd., Ste. 600  
Kansas City, MO 64131

**EXHIBIT A**

**SCOPE OF SERVICES**

**Exhibit A – Scope of Services  
City of Sedalia, MO  
Central WWTF and North PS  
Design Phase and CMAR On-Boarding Services**

**Task 1 – CMAR Selection and On-Boarding Services**

1. Conduct in-person Construction Manager at Risk (CMAR) Procurement Workshop to discuss procurement documents, meetings, contracts, and proposed schedule.
2. Develop CMAR Request for Qualifications (RFQ) documents, subject to the City's approval. The RFQ documents will include, at a minimum, the Announcement and/or Advertisement of Intent to Request CMAR Qualifications; the RFQ, including selection criteria for shortlisting; and information to assist the City in shortlisting process. Provide one (1) electronic PDF copy of draft RFQ to the City for advertisement.
3. Conduct in-person pre-submittal meeting(s) for interested respondents. Submit one (1) electronic PDF copy of the meeting summarizing attendees, questions from respondents and answers provided to respondents.
4. Assist the City in response to questions from respondents and publish answers in addenda to RFQ, after review and approval by the City. Report progress to the City.
5. Assist the City in evaluation of CMAR qualifications including review of each submitted Statement of Qualifications (SOQ) for conformance with the RFQ and evaluate each respondent's qualifications for the project (up to five (5) qualifications packages anticipated). Summarize the information contained in the qualification statements and distribute to the City. Assist the City in evaluating qualifications and in shortlisting to three (3) CMAR contractors to invite to submit proposals. If necessary, notify respondents of the City's actions on the recommendations for shortlisting.
6. Assist the City in development of the draft CMAR contract documents using the CMAA form of agreement or other approved form. The contract documents will include at a minimum:
  - Standard Form of Agreement Between City and Construction Manager (CMAA Document CMAR-1) for the following phases:
    - Phase I - CMAR Services through development of GMP
    - Phase II - CMAR Construction Services
    - General Conditions of the Construction Contract (CMAA Document CMAR-3)
    - Necessary City Insurance Requirements
7. Develop CMAR Request for Proposals documents, subject to the City's approval. The RFP documents will include, at a minimum, instructions to proposers, including proposal evaluation and selection criteria; the Proposal Form, the Agreement Form, Bond Forms (if required), and General and Special Conditions of the Design-Builder contract.
8. Assist the City with scheduling and facilitating up to three (3) formal interviews with the shortlisted CMAR contractors. Participate on selection committee as non-voting member including support for the City in evaluation of the CMAR proposals and interviews based on the selection criteria. Provide (1) electronic PDF copy of the City deliberations and record votes.

9. Assist the City in presenting the recommendation to the City Council. Assist the City in taking appropriate action on the recommendation including facilitating negotiation of the CMAR contract with the selected respondent. The CMAR Procurement Phase will be considered finished upon the execution of the CMAR contract by the parties or by the cessation of negotiations by the parties.
10. SRF coordination throughout CMAR on-board phase. Assumes 18 hours for applicable project staff members (3 months – June 1<sup>st</sup> to August 31<sup>st</sup>).

#### **Task 2 – Preliminary Design (30%)**

1. Hold in-person design phase kickoff meeting to review existing Facility Plan dated August 19<sup>th</sup>, 2025 and subsequent HDR recommendations. Confirm objectives, goals, procedures, project schedule, project staffing and communication protocols. Confirm scope of modified project improvements as identified and recommended in HDR's Statement of Qualifications (SOQ). It is assumed that the City will accept HDR's recommendations. Prepare and distribute meeting summary.
2. Identify and submit a project information request. Review and file received information.
3. Perform site topographic survey at the Central and North wastewater treatment facility (WWTF) sites. Perform site topographic survey of proposed North forcemain (FM) alignment. Confirm and/ or set up control points and benchmarks for each of the three project areas (Central WWTF, North WWTF, North FM). See Exhibit B for survey scope included and associated assumptions.
4. Perform interior laser scanning of the below existing structures at the Central WWTF site (assumes no scans required at North WWTF due to abandonment). During site visits, HDR will capture and digitally archive the as-built condition of the existing noted structures. A scanning pattern will be planned and discussed prior to arriving on site and should have no impact on the operations of the facility. Laser scanning will capture conditions in 3D format that will assist with the generation of a three-dimensional, computer-generated BIM file for design purposes. Scope assumes 16 hours for travel and site scanning activities and 32 hours for scan processing.
  - South Lagoon Pump Station valve and dry well pump vaults
  - Secondary and RAS/WAS Pump Station valve vault
  - Blower Building
  - UV Building
5. Perform site geotechnical analysis and review results. Scope includes borings at each of the three project areas (Central WWTF, North WWTF, North FM). Laboratory testing will be performed to classify soils and obtain geotechnical physical characteristics for soils and rock such as strength, compressibility, and compaction characteristics. Laboratory testing will include: In-situ density, moisture content, dry unit weight, grain size analyses, unconfined compression strength testing and three-point triaxial compression. A Geotechnical Report will be prepared containing a description of the drilling and sampling program, a description of the geology and subsurface conditions encountered, groundwater conditions, printed boring logs with boring location plan, and results of the laboratory testing program. The Report will also contain geotechnical recommendations for the design and construction of the following proposed new facilities:

- New North Pump Station (PS)
- North FM between North and Central WWTF's
- New Central Influent Pump Station
- New Headworks Building
- New Aeration Basin #2 and associated Blower Building
- New Final Clarifier #3 and associated Final Clarifiers Splitter Box
- Effluent Reaeration Improvements
- New Sludge PS / Chemical Storage Building
- New Dewatering Building

A quality control (QC) review of this report will be performed by HDR professionals. See Exhibit C for geotechnical scope included.

6. Prepare preliminary construction sequencing schedule. Schedule will be based on CMAR delivery method. It is assumed a guaranteed maximum price (GMP) will be finalized at the 60% design milestone and there will be up to three (3) GMP packages for the below scopes of work. It is assumed CMAR will utilize HDR's milestone based deliverables to create GMP bid package deliverables.
  - #1: Long Lead and EFHB Backfill
  - #2: North FM Conveyance / Central WWTF Biosolids
  - #3: Balance of Work
7. Prepare presentation material and hold in person Collaborative Design Workshops. Submit meeting summary for each workshop held. The following workshops are included in this scope:
  - #1 Alternative Screening / Criteria Definition
  - #2 North FM Alignment / North PS
  - #3 Central Influent PS / Headworks
  - #4 Biosolids
  - #5 Secondary Treatment / Effluent Disinfection
8. Perform floodplain / floodway extents evaluation for the three (3) areas of the project. Scope includes the following:
  - For the Central WWTF, all new structures associated with proposed improvement will be elevated to at or above the 500-year elevation or floodproofed. Prepare and submit floodplain development permit application.
  - For the new North PS, all new structures will be constructed outside of the floodplain.
  - For the new North FM, all stream crossings will restore existing banks to existing or flatter slope to achieve no-rise condition for floodplain development permit application.
  - For all site locations, scope excludes any hydraulic analysis as well as the following:
    - Conditional letter of map revision (CLOMR),
    - Letter of map revision (LOMR)

- Conditional letter of map revision- based on fill (CLOMR-F)
  - Letter of map revision- based on fill (LOMR-F)
9. Missouri Department of Natural Resources (MDNR) / State Revolving Fund (SRF) coordination throughout phase. Includes efforts for forcemain property acquisition coordination. Assumes 110 hours for applicable project staff members. Assumes updates to City SRF application will be performed by City.
10. Preparation and submission of Environmental Clearance Letters as listed below for the three (3) project areas. Scope assumes a single Environmental Information Document (EID) is prepared covering all three (3) project areas. In addition, a total of three (3) public hearings are included which include Environmental, Alternatives Analysis and User Charge Ordinance. Each public hearing will cover all three (3) project areas. Includes supporting completion of the following items:
- North FM:
    - U.S. Fish and Wildlife Service
    - U.S. Army Corps of Engineers
    - Missouri Geological Survey
    - Missouri Department of Conservation
    - Missouri Federal Assistance Clearinghouse
    - Missouri Division of State Parks
    - State Historic Preservation Office (SHPO) historical and cultural consultation will be conducted by MDNR. HDR will provide a project description, site maps and a completed SHPO review form.
  - North and Central WWTF
    - Assumed categorical exclusion will be obtained for both sites due to previous project disturbances therefore no Environmental Clearance Letters are included for these two existing sites.
11. Support operating permit development for Central WWTF improvements through public notice process. Includes up to three (3) virtual meetings with MDNR.
12. Provide support to city on permitting requirements All permit applications will be completed by City. Includes the following anticipated permit:
- MDNR Construction Permit.
  - Assumes no City or County Building Permits required for preparation by HDR.
13. Complete project calculations for applicable unit processes outlined in the City's 2025 Facility Plan and applicable project scope modifications proposed by HDR's SOQ.
14. Prepare Biowin process model for proposed Central WWTF secondary treatment improvements (phased nitrification/denitrification aeration basin and third final clarifier addition) to achieve anticipated discharge permit limits at four (4) MGD design average daily flow (ADF).
15. Perform preliminary equipment coordination and obtain proposal requests. Equipment proposals will be obtained for major process equipment improvements as outlined in the existing Facility Plan dated August 19<sup>th</sup>, 2025 and subsequent HDR recommendations. Confirm

the ability of “named” manufacturers to meet Build America Buy America (BABA) and/or American Iron and Steel (AIS) SRF requirements.

16. Identify long lead equipment items and potential sole source scopes and obtain approval from City. Prepare SRF sole source procurement letters for up to three (3) separate equipment items as required for issuance to MDNR for approval.
17. Perform coordination with off-site utilities (water, electrical and natural gas) regarding potential infrastructure improvement needs to service new Noth PS and Central WWTF expansion.
18. Develop Engineer’s Opinion of Probable Construction Cost (EOPCC) based on Class 3 (-15% to +20%) estimating guidelines per AACE International. Identify capital cost Value Engineering (VE) opportunities. Perform analysis and incorporate selected VE items into project scope. It is assumed VE items are refinements in scope and not complete modifications. Scope assumes up to 24 hours included for VE analysis and incorporation.
19. Develop Engineer's Opinion of Additional Operations and Maintenance (O&M) Cost associated with proposed improvements. Scope includes additional power, chemical, repair and replacement costs. It is assumed no additional labor will be required to support the Central WWTF improvements scope. This information will be added by the City to their current annual O&M costs for facilities that are to remain after the proposed improvements are complete.
20. Compile task items into draft Design Memorandum (DM) for internal QC. Submit completed draft DM for City review. Provide up to four (4) hard copies and electronic copy for review.
21. Hold in person workshop with City and City’s CMAR Contractor to review draft Design Memorandum.
22. Hold virtual workshop to review City and CMAR Contractor comments.
23. Finalize DM and submit the document to MDNR.
24. Prepare and submit 30% deliverable (specifications and drawings) for internal QC. Submit completed documents for City and CMAR Contractor review. Provide up to four (4) hard copies (drawings 11 x 17 format) and electronic copy. See Exhibit D for conceptual drawing and specification list serving as basis for fee development.
25. Review CMAR Contractor’s Preliminary Cost Model and assumptions based on HDR’s 30% draft deliverable. Scope assumes up to 55 hours included for review.
26. Hold in person workshop to review CMAR Contractors VE alternatives and City comments.
27. Address City and CMAR Contractor comments as part of 60% design deliverable.
28. Hold monthly virtual project meetings during phase (3 months - May 1<sup>st</sup> to July 31<sup>st</sup>).

The following deliverables are included as part of 30% design:

- Agendas and meeting notes for City, CMAR and MDNR meetings (PDF format)
- Collaborative Design Workshop packets
- Geotechnical Report
- SRF Clearance Letters, EID and Public Hearing presentations
- EOPCC

- Engineer's Opinion of Additional O&M costs
- Design Memorandum
- 30% plans and specifications
- VE options
- Engineer's review of CMAR's preliminary cost model
- The following items are not included as deliverables: process calculations, Biowin modeling results and equipment vendor correspondence

### **Task 3 – 60% Design**

1. Hold in person monthly design review meetings with City and CMAR Contractor to review status of design, discuss constructability, VE items, and cost impacts of decisions made (5 months – August 1<sup>st</sup> to December 31<sup>st</sup>).
2. Prepare and submit 60% deliverables internally for QC. Address comments and submit to City and CMAR Contractor for review. Provide up to four (4) hard copies (drawings 11 x 17 format) and electronic copy for City review. See Exhibit D for conceptual drawing and specification list serving as basis for fee development.
3. Review CMAR Contractor's 60% Cost Model and assumptions. Scope assumes up to 55 hours included for review.
4. Hold in person workshop to review CMAR Contractors VE alternatives and City comments.
5. Address City and CMAR Contractor comments as part of 90% design deliverable.
6. Update Engineer's Opinion of Additional O&M Cost associated with proposed improvements.
7. MDNR / SRF coordination throughout phase. Assumes 30 hours for applicable project staff members.
8. CMAR Bid Package Assistance which includes the following services:
  - Provide 60% design deliverables to CMAR to allow them to prepare GMP bid packages. Engineer will provide PDF format documents to CMAR and they will separate and notate deliverables as needed to accommodate bid packages.
  - Attend pre-bid conference that is held and led by CMAR. Assumes up to three (3) separate pre-bid meetings will be required to accommodate bid packages.
  - Provide written responses to bidder questions. Assumes CMAR will accept questions, maintain questions log in a central location and HDR will provide answers to CMAR for issuance via addendum. CMAR will issue all addendums. Addendums will not be professionally sealed by HDR since sealed Issued For Construction (IFC) plans and specifications will be provided as the final deliverable. Scope assumes up to twenty-five (25) bidder questions for each of the three (3) bid packages.
  - HDR will review bid package results and CMAR evaluation findings. HDR will provide written recommendation of award to Owner for each of the three (3) assumed bid packages.

- Conformed to Bid plans and specifications are not included in HDR's scope. IFC deliverable will address bid phase inquiries and responses as part of final design revisions.

The following deliverables are included as part of 60% design:

- Agendas and meeting notes for City, CMAR and MDNR meetings (PDF format)
- Engineer's updated Opinion of Additional O&M costs
- 60% plans and specifications
- Engineer's review of CMAR's updated cost model

#### **Task 4 – 90% Design**

1. Hold in person monthly design review meetings with City and CMAR Contractor to review status of design, discuss constructability, value engineering items, and cost impacts of decisions made (3 months – January 1<sup>st</sup> to March 31<sup>st</sup>).
2. Prepare and submit 90% deliverables internally for QC. Address comments and submit to City and CMAR Contractor for review. Provide up to four (4) hard copies (drawings 11 x 17 format) and electronic copy for City review. See Exhibit D for conceptual drawing and specification list serving as basis for fee development.
3. Hold in-person workshop to review City and CMAR Contractor comments.
4. Address City and CMAR Contractor comments as part of final design deliverable.
5. Update Engineer's Opinion of Additional O&M Cost associated with proposed improvements.
6. MNDR / SRF coordination throughout phase. Assumes 30 hours for applicable project staff members.
7. Review CMAR Contractor's Final GMP and assumptions. Scope assumes up to 55 hours included for review.

The following deliverables are included as part of 90% design:

- Agendas and meeting notes for City, CMAR and MDNR meetings (PDF format)
- Engineer's updated Opinion of Additional O&M costs
- 90% plans and specifications
- Engineer's review of CMAR's Final GMP

#### **Task 5 – Final Design**

1. Hold monthly virtual project meetings during phase (2 months – April 1<sup>st</sup> to May 31<sup>st</sup>).
2. Prepare and submit Final deliverables internally for QC. Address comments and submit to City for their records. Assumed additional City review and comment period not required from 90% to Final Design deliverables. Provide (4) hard copies (drawings 11 x 17 format) and electronic for

City records. See Exhibit D for conceptual drawing and specification list serving as basis for fee development.

3. Finalize Engineer's Opinion of Additional O&M Cost.

The following deliverables are included as part of final design:

- Agendas and meeting notes for City, CMAR and MDNR meetings (PDF format)
- Engineer's final Opinion of Additional O&M costs
- IFC plans and specifications

#### **Task 6 - Project Administration and Management**

1. Prepare project instructions, management, quality and safety plans.
2. Hold internal Project Approach and Resource Review.
3. Provide a progress report to accompany each invoice. Up to 15 invoices (15 months – May 1<sup>st</sup> 2026 to July 31<sup>st</sup> 2027) are anticipated. The progress report shall include a summary of work completed and a summary of potential scope adjustments.
4. Provide project management and administration for up to 15 months following design notice to proceed.
5. Project Closeout. Complete internal record filing procedures and confirm project closeout with City.

#### **Schedule:**

A notice to proceed is anticipated to be received from the City in April 2026. The following is a preliminary project schedule:



**EXHIBIT B**

**SURVEY SCOPE AND ASSUMPTIONS**

TASKS	Staff Name						Total HDR Hours	HDR Expenses	Subconsultant	Total
	Yakle, J	Ly, P	Lyde, N	Shields, T	Jasper, J	Allen, J				
A										
1	2						2			\$380
2		6	6				12			\$1,440
3	1			3		3	7			\$1,135
4		30	30	16			76			\$9,120
5	4	10	10	8			32			\$4,120
6	1	20	20	3			44			\$5,350
7							0			\$0
8							0	\$4,200		\$4,200
9							0			\$0
10							0			\$0
Subtotal Hours	8	66	66	30	0	3	173			
Subtotal Dollars	\$1,520	\$9,240	\$6,600	\$3,600	\$0	\$585		\$4,200	\$0	\$25,745
Total Fees A										
B										
B.1										
1	2	12	12	3			29			\$3,620
2							0			\$0
3							0			\$0
4							0			\$0
5							0			\$0
Subtotal Hours	2	12	12	3	0	0	29			
Subtotal Dollars	\$380	\$1,680	\$1,200	\$360	\$0	\$0		\$0	\$0	\$3,620
Total Fees B										
Total Hours										
Total Billing Amount										
	10	78	78	33	0	3	202			404
	\$1,900	\$10,920	\$7,800	\$3,960	\$0	\$585		\$4,200	\$0	\$29,365

Estimated Project Fee \$29,365

		Staff Name						Total HDR Hours	HDR Expenses	Subconsultant	Total
TASKS		Yakle, J	Ly, P	Lytle, N	Shields, T	Jasper, J	Allen, J				
1	Project Management and Research	2						2			\$380
2	Horizontal, Vertical Control Survey		4	4				8			\$960
3	Utility Coordination One Calls	1			3		3	7			\$1,135
4	Topographic Survey		10	10	8			28			\$3,360
5	Section Line, Right of Way and Boundary Survey	4	10	10	8			32			\$4,120
6	Geotechnical Staking	1	2	2	1			6			\$790
7								0			\$0
8	Expenses							0	\$1,500		\$1,500
9								0			\$0
10								0			\$0
Subtotal Hours		8	26	26	20	0	3	83			
Subtotal Dollars		\$1,520	\$3,640	\$2,600	\$2,400	\$0	\$585		\$1,500	\$0	\$12,245
TOTAL TASKS											\$12,245
Total Hours		8	26	26	20	0	3	83			166
Total Billing Amount		\$1,520	\$3,640	\$2,600	\$2,400	\$0	\$585		\$1,500	\$0	\$12,245

Estimated Project Fee \$12,245

		Staff Name						Total HDR Hours	HDR Expenses	Subconsultant	Total
		Yakle, J	Ly, P	Lyde, N	Shields, T	Jasper, J	Allen, J				
TASKS											
1	Project Management and Research	20			10			30			\$5,000
2	Horizontal, Vertical Control Survey	4	20	20				44			\$5,560
3	Utility Coordination One Calls	4			16		40	60			\$10,480
4	Topographic Survey	4	90	90	40			224			\$27,160
5	Railroad and MODOT Permitting	8						8			\$1,520
6	Section Line, Right of Way and Boundary Survey	40	50	50	50			190			\$25,600
7	Descriptions and Exhibits (Up to 30 properties)	90			150	30		270			\$39,300
8	Geotechnical Staking (Up to 25)		20	20	3			43			\$5,160
9	Expenses							0	\$8,750	\$18,500	\$27,250
10								0			\$0
Subtotal Hours		170	180	180	269	30	40	869			
Subtotal Dollars		\$32,300	\$25,200	\$18,000	\$32,280	\$4,200	\$7,800		\$8,750	\$18,500	\$147,030
TOTAL BILLS											
\$147,030											
Total Hours		170	180	180	269	30	40	869			1,738
Total Billing Amount		\$32,300	\$25,200	\$18,000	\$32,280	\$4,200	\$7,800		\$8,750	\$18,500	\$147,030

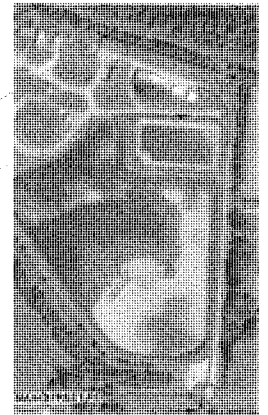
Estimated Project Fee      \$147,030



WWTF  
Site  
TOPO

Lagbar Floor  
Depth  
Measurement





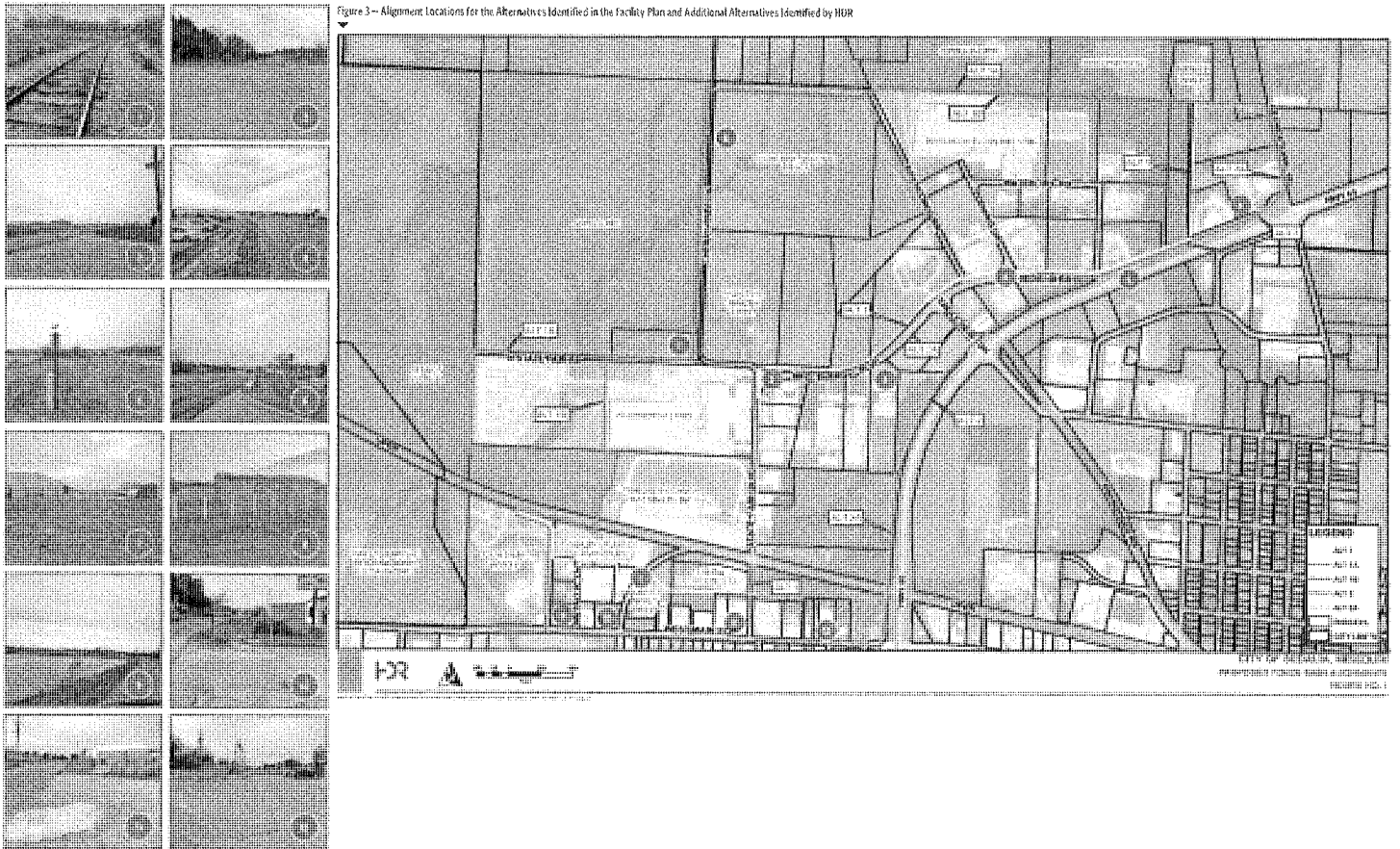
Top of slab at ground level

Top of slab of lower level

Top of exterior wet well wall



Figure 3 – Alignment Locations for the Alternatives Identified in the Facility Plan and Additional Alternatives Identified by HDR



**EXHIBIT C**

**GEOTECHNICAL SCOPE**

CITY OF SEDALIA, MISSOURI

WASTEWATER SYSETM IMPROVEMENTS

GEOTECHNICAL INVESTIGATION PROPOSAL REQUEST

DETAILED SCOPE OF WORK

A. INTRODUCTION

1. The geotechnical investigation shall be provided for the Owner in accordance with this detailed scope provided by HDR Engineering, Inc (Engineer).
2. Geotechnical investigations shall be done in two (2) phases. Phase 1 for the City of Sedalia North and Central wastewater treatment facilities (WWTF) improvements and Phase 2 for the North forcemain (FM) alignment between the two WWTF's. Investigation shall be sufficient to develop the foundation design criteria and define any concerns which may be expected to occur relative to earthwork operations.
3. Consultation during development of project plans and specifications, in addition to time necessary to review foundations and sitework documents, shall be included.

B. PROJECT DESCRIPTION

1. Proposed project is identified as Sedalia Wastewater System Improvements.
2. Owner is the City of Sedalia, Missouri.
3. Sedalia North WWTF is located at 23985 Georgetown Rd, Sedalia MO 65301. Sedalia Central WWTF is located at 2900 W Main St, Sedalia MO 65301.
4. Proposed improvements are as follows:
  - A. North WWTF
    - 1 Demolish / abandon North WWTF
    - 2 New Electrical Building
    - 3 New Screening & Pump Station
    - 4 New Valve Vault
  - B. Construction of approximately 13,000 ft of FM from North to Central WWTF.
  - C. Central WWTF
    - 1 New Influent Pump Station
    - 2 New Headworks Building
    - 3 New Aeration Basin #2
    - 4 New Final Clarifiers Flow Splitter Structure
    - 5 New Final Clarifier #3
    - 6 Expanded Effluent Structure
    - 7 New Chemical / Sludge Pumping Building
    - 8 New Dewatering Building
5. Preliminary site plans for the North WWTF, North FM and Central WWTF are attached.
6. Preliminary foundation loads are:

**North WWTF**

New Electrical Building:

- A. Footings: within 5'-0" of existing grade
- B. Building wall load: 5.2 (4.4 DL+0.8 LL) kip per lineal foot
- C. Slab at grade: 150 psf

New Screening & Pump Station:

- A. Upper Footings: within 5'-0" of existing grade
- B. Lower Mat Slab: 15'-0" below existing grade
- C. Building wall load: 5.2 (4.4 DL+0.8 LL) kip per lineal foot
- D. Slab at grade: 250 psf
- E. Wall Loads on Mat: 7.4 (6.0 DL+1.4 LL) kip per lineal foot
- F. Load on Mat Slab: 640 psf

New Valve Vault:

- A. Base Slab: 12'-0" below existing grade
- B. Vault wall load: 4.0 (3.4 DL+0.6 LL) kip per lineal foot
- C. Load on Base Slab: 640 psf

**North Force Main**

New Force Main

- A. Pipe Invert: 3'-0" to 5'-0" below existing grade
- B. Pipe Weight: 0.2 kip per linear foot

**Central WWTF**

New Influent Pump Station:

- A. Support Structure Footings: within 5'-0" of existing grade
- B. Support Structure wall load: 2.0 (1.4 DL+0.6 LL) kip per lineal foot
- C. Tank Footing: 20'-0" below existing grade
- D. Tank Wall Load: 3.4,0 (3.0 DL+0.4 LL) kip per lineal foot
- E. Load on Base Slab: 1280 psf

New Headworks Building:

- A. Upper Footings: within 5'-0" of final grade (10'-0" above existing)
- B. Lower Mat Slab: 15'-0" below final grade (10'-0" above existing)
- C. Building wall load: 5.2 (4.4 DL+0.8 LL) kip per lineal foot
- D. Slab at grade: 250 psf
- E. Wall Loads on Mat: 7.4 (6.0 DL+1.4 LL) kip per lineal foot
- F. Load on Mat Slab: 640 psf

New Aeration Basin #2:

- A. Tank Footing: 14'-0" below final grade (10'-0" above existing)
- B. Tank Wall Load: 3.4,0 (3.0 DL+0.4 LL) kip per lineal foot
- C. Load on Base Slab: 1280 psf

New Final Clarifier Flow Splitter Structure:

- A. Base Slab: within 6'-0" of final grade
- B. Structure wall load: 2.8 (2.4 DL+0.4 LL) kip per lineal foot
- C. Load on Base Slab: 900 psf

New Final Clarifier #3:

- A. Tank Footing: 11'-0" below final grade (10'-0" above existing)
- B. Tank Wall Load: 3.4,0 (3.0 DL+0.4 LL) kip per lineal foot
- C. Load on Base Slab: 1280 psf

Expanded Effluent Structure:

- A. Support Structure Footings: within 5'-0" of existing grade
- B. Support Structure wall load: 2.0 (1.4 DL+0.6 LL) kip per lineal foot

New Chemical / Sludge Pumping Building:

- A. Footings: within 5'-0" of existing grade
- B. Building wall load: 5.2 (4.4 DL+0.8 LL) kip per lineal foot
- C. Slab at grade: 250 psf

New Dewatering Building:

- A. Footings: within 5'-0" of existing grade
- B. Building wall load: 5.2 (4.4 DL+0.8 LL) kip per lineal foot
- C. Slab at grade: 250 psf

C. GEOTECHNICAL CONSULTANT'S RESPONSIBILITIES

1. Perform field investigations, laboratory tests, and analyses; determine characteristics of subsurface materials; and prepare geotechnical report.
2. HDR will provide staked borings locations in the field. Geotechnical consultant shall provide plan drawings of actual boring locations in geotechnical reports.
3. Contact utility companies and determine location of all utilities before commencing boring work.
4. Comply with all applicable local and federal safety standards including OSHA. Provide PDF copies of approved Project Management Plan and Safety Plan to Engineer for record purposes prior to commencing field work.
5. Take one or more borings (at agreed upon locations) for initial explorations. Contact Engineer immediately after taking initial boring(s) describing results encountered before starting other borings. Locations, depth and number of borings may then be adjusted as deemed necessary, to develop data needed.
6. Preliminary boring locations are shown on the attached soil boring location plans. Final boring locations, number and depth shall be recommended by Geotechnical Consultant as required to completely assess subsurface conditions and provide complete recommendations to be included in the final report. Final locations, number and depth of borings shall be established by mutual agreement between the Geotechnical Consultant and Engineer. Geotechnical Consultant shall also excavate shallow test pits as required to supplement test borings.
7. A schedule of fees shall be provided in the event that it becomes necessary to deviate from the scope of work.
8. As the work progresses, review the geotechnical program and recommend changes (additions or deletions) desirable or necessary in view of actual subsurface materials of conditions encountered.
9. Plan to execute field work in two separate field trips., Phase 1 for the North & Central WWTF areas and Phase 2 for the North FM. Contact Engineer prior to leaving site, describing subsurface soil materials, encountered, reporting on any unusual subsurface conditions encountered or changes in uniformity of the soil, to assure that no additional boring work will be required.
10. Submit to the Engineer "draft" PDF copy of geotechnical report for Engineer review prior to publication for purpose of coordinating project construction requirements with subsurface conditions encountered.

11. Submit to the Engineer, "final" geotechnical report PDF copy, stamped by a registered professional engineer in the state the project is located.

D. DRILLING AND SAMPLING REQUIREMENTS

1. Method of drilling is optional; method shall provide clean hole with undisturbed soil for sampling.
2. Drilling shall progress from existing grade to a depth determined by Geotechnical Consultant sufficient to enable Geotechnical Consultant to thoroughly evaluate subsurface conditions and provide complete design recommended foundations depths to assure that there are no layers of voids, fissures or materials insufficient for supporting foundations.
3. Fill each boring hole after completing drilling and sampling and after notifying Engineer of findings. Until filled, boring holes shall be covered to prevent accidental injury to persons or property. Holes in pavements must be patched with the same material as the pavement.
4. Obtain samples of representative types of materials encountered in boring in accordance with applicable ASTM standards.
5. Obtain samples at a minimum of every 5-foot depth and at changes in character of material.

E. TESTING REQUIREMENTS

1. In accordance with applicable ASTM standards, perform sufficient testing of samples, as deemed necessary by Geotechnical Consultant, to properly classify soil and to identify foundation design criteria and define any anticipated construction problems, which may occur.
2. The following lists of test shall be performed, at a minimum, to identify basic properties of material encountered.
  - a. Unconfined compression tests, ASTM D2166, on representative cohesive samples.
  - b. Consolidation tests, ASTM D2435, on representative cohesive samples to evaluate settlement characteristics of soil.
  - c. Mechanical analysis, ASTM D42, on representative samples except hydrometer analysis portion of test is not required, to evaluated and properly classify soils.
  - d. Atterburg limits, ASTM D423 and D424, on representative samples to evaluate and properly classify soils.
3. Perform California Bearing Ratio test ASTM D1883 on two representative samples of existing soil materials suitable for support of pavements.
4. Perform other tests as required to completely assess subsurface conditions and to provide complete recommendations.

F. GEOTECHNICAL REPORT CONTENTS

1. General

- a. Description of subsurface investigation program.
- b. Pertinent geological data.
- c. Provide a soils map, published by United States Department of Agriculture, Soil Conservation Service, depicting the site and the area within on half mile from the perimeter of the site.
- d. Provide a geologic map, based on published or unpublished material and mapping available from the United States Geological Survey and Washington State Geologic Survey depicting the area within one mile from the perimeter of the site.
- e. Description of all tests performed, results of tests, and all data collected, including, but not limited to, standard penetration test records, unconfined compressive strength test records, consolidations test records, soil boring location plan, elevation of ground at bore hole with reference to defined datum, and groundwater data.
- f. Maximum groundwater elevations, Construction problems due to ground water, quantity of pumping of groundwater and recommended groundwater protection to be incorporated in design. Recommended minimum floor elevations. Discussion of alternative methods of handling groundwater encountered during construction period.
- g. Presence of alkali or other deleterious material in sufficient quantities to affect piping, concrete or steel and type of subsurface concrete required.
- h. Provide corrosion evaluation analysis and recommendations regarding the need for cathodic protection of underground utilities.
- i. Discussion of alternate types of foundations systems that would be appropriate for the project and the sites.
- j. Seismic site classification according to local building code.

## 2. Materials

- a. Suitability of site excavated material for use as fill or backfill material, and a source of suitable off-site fill, if it is necessary. Description of off-site fill including type of material, and gradation.
- b. Availability of granular material and the advisability of its use as a backfill material against basement walls and under slabs on grade. Recommended types and gradation of granular material and recommended compaction adjacent to walls and under slabs on grade.
- c. Classify soil in accordance with Unified Soil Classification System.
- d. Recommend at least two manufacturers and types of geotechnical filter fabrics that may be used to prevent soil fines from migrating into coarser granular material that is located adjacent to pressure relief valves, drainage pipes and slabs on grade.

## 3. Shallow Foundation Design Information

- a. Recommend foundation design criteria such as net allowable bearing capacities, minimum depth of footing and minimum size of footing.
  - b. Evaluation of possible settlements. Discuss both total settlement and anticipated differential settlements. State the amount of time for these settlements to occur.
  - c. Comments regarding whether change in moisture content will affect settlement, bearing capacity, shrinkage or swelling of clays.
  - d. When applicable, the recommendations shall account for the influence and treatment of earth fills and expansive and compressible soils.
  - e. Determine frost depth that foundations must be placed below for frost protection.
  - f. Recommended compaction density for embankments under buildings, footings, slabs on grade, concrete pavement, asphaltic pavement, unpaved areas, etc. Recommended maximum deviation from optimum moisture for compacted material. Description and gradation of recommended materials. State the horizontal distance that fill material below foundations must extend beyond exterior limits of the foundation.
4. Deep Foundation Design Information
- a. Recommend deep foundation design criteria such as deep foundation systems and materials, deep foundations systems capacities (both vertically and laterally), settlements, etc.
  - b. Estimated pile length, tip elevation or bottom of caisson elevation to obtain capacity of pile or caisson. Discuss required pile or caisson spacing required to obtain capacity.
  - c. Formulas or methods for determining moments and shears in piling due to horizontal loads imposed on the piling.
  - d. Where use of deep foundations are advised, provide criteria for installing and testing.
5. Slopes, Walls and Slabs
- a. Recommended lateral earth pressures (both above and below ground water table) for active, at-rest and passive conditions. Recommend soil weight for design of retaining walls.
  - b. Parameters such as coefficient of cohesion, angle of internal friction, lateral pressure coefficient for surcharge loads, coefficient of sliding friction for both backfill and base soil for design of retaining walls.
  - c. Recommendations on subgrade modulus for slab on grade.
  - d. Recommended pavement design sections based on vehicle loading provided later by Engineer. A maximum of 2 different areas shall be considered, one for medium and one for heavily loaded pavement areas. Both flexible and rigid pavement designs for each area shall be provided.

- e. When applicable, discuss treatment or maximum allowable slope necessary to provide stable slopes for both temporary and permanent slopes. Discuss alternative methods of shoring temporary excavations

6. Construction

- a. Identify any undesirable subgrade material present such as old fill, refuse, rubble, existing foundations, organic material, expansive clay, rock, etc., which are recommended for removal.
- b. Discuss anticipated construction problems and difficulties which may be encountered during excavation, including the size and type of equipment necessary for rock removal, if any.
- c. Type and required compaction density of fill material outside of structures (not under piping and paving) including compatibility existing natural soils with estimated shrinkage factor.
- d. Availability of topsoil material.
- e. Suitability of soils onsite for successful growth of trees and shrubs.
- f. Pipe trench conditions including required type and compaction density of pipe bedding material, groundwater occurrences and compatibility of existing natural soil.

Suggested Borings North WWTP, Sedalia

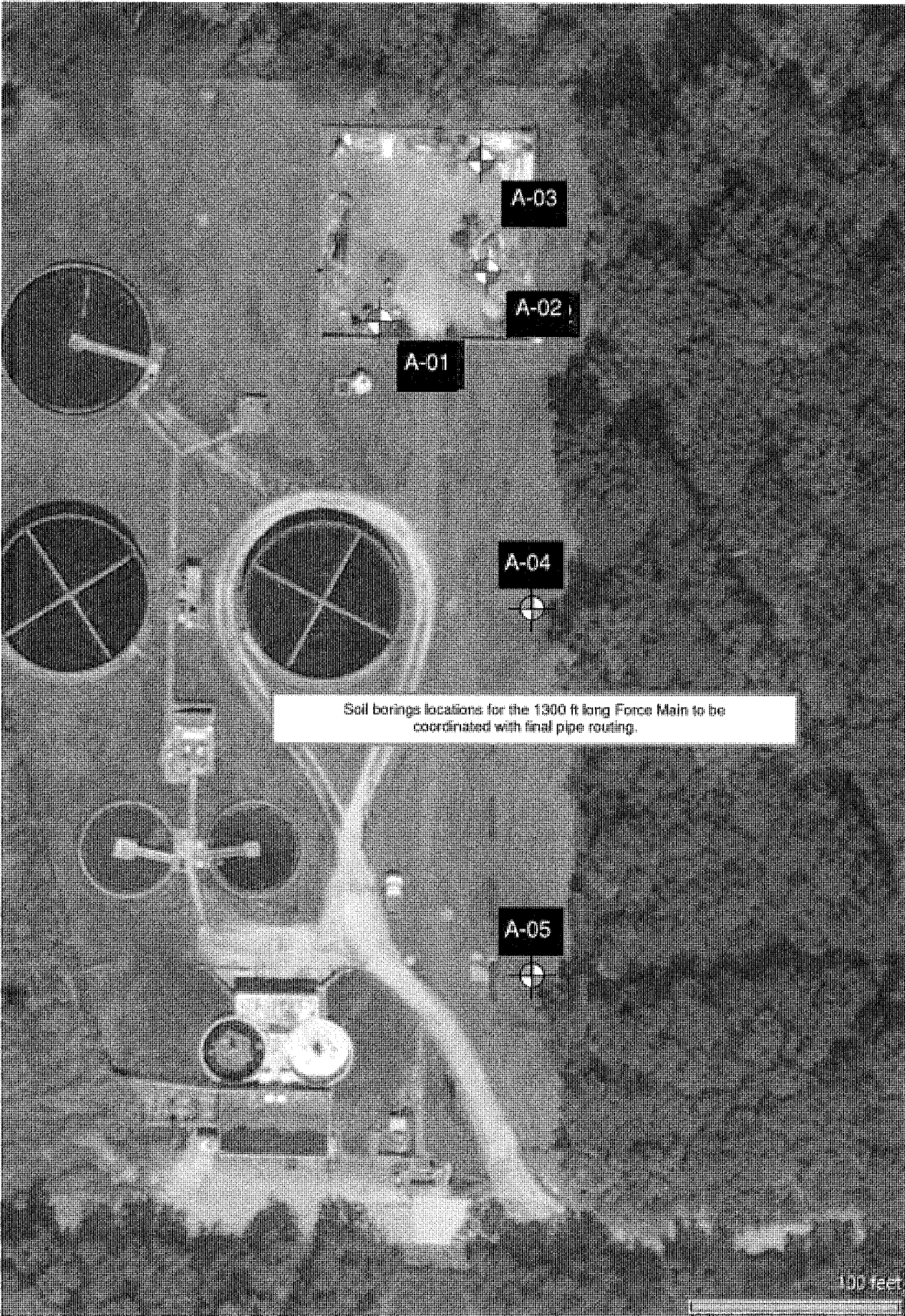
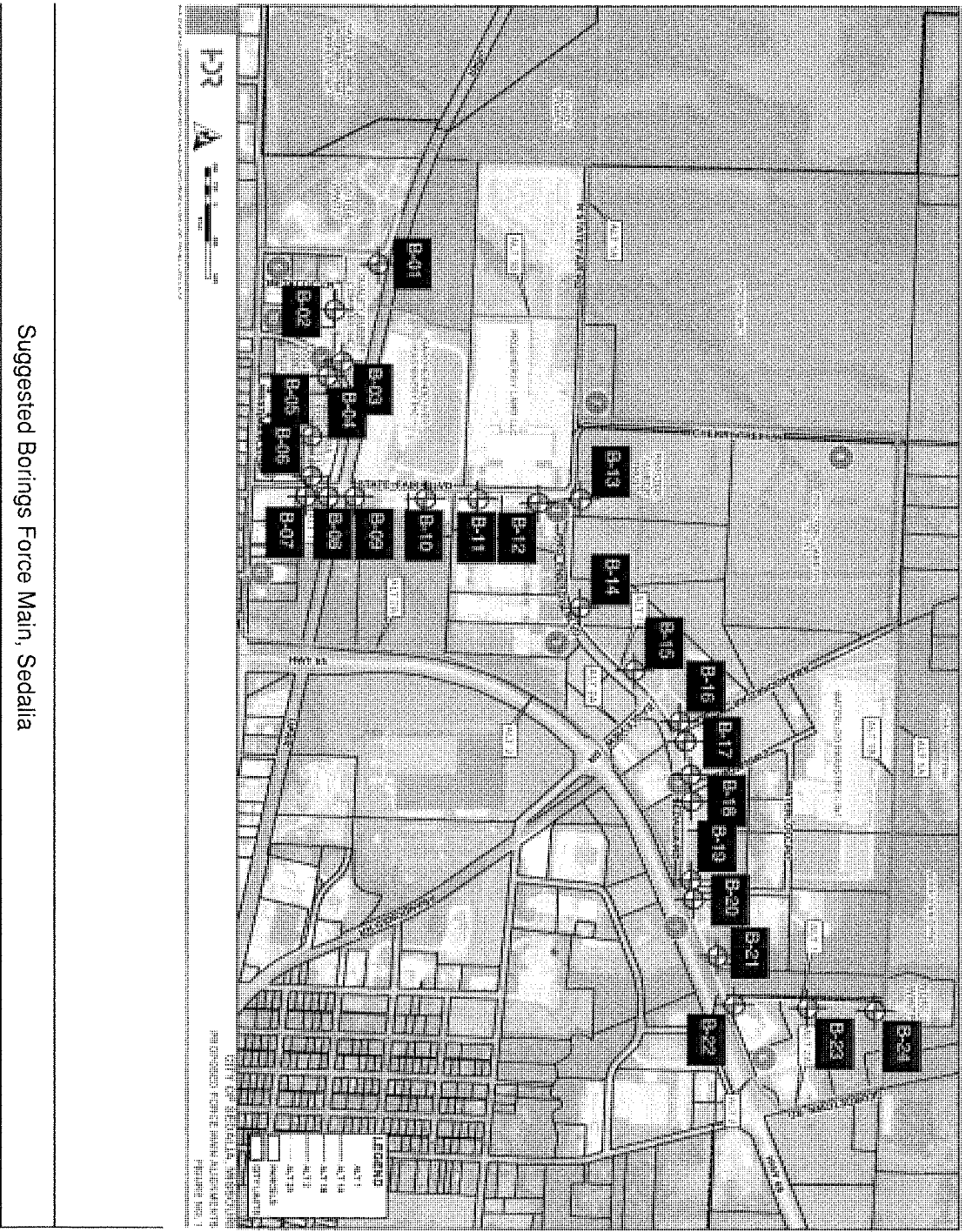
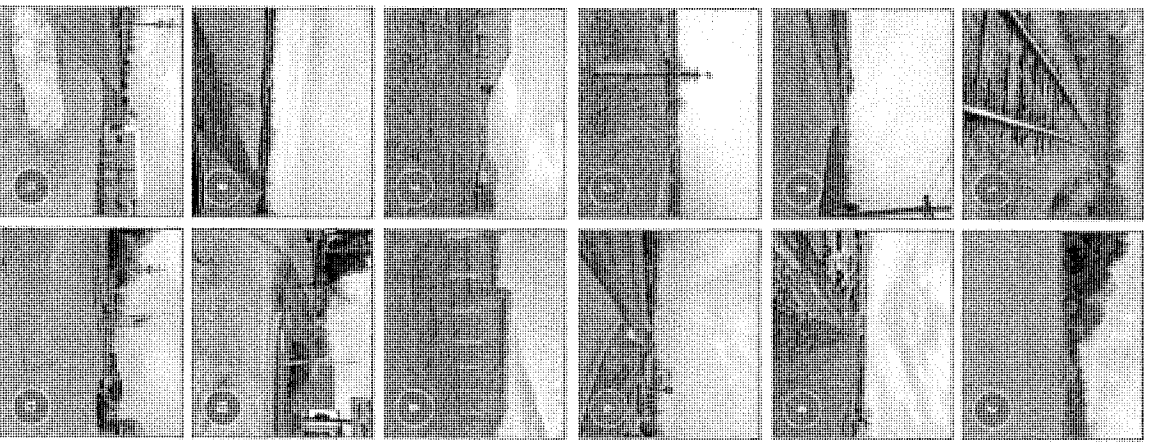
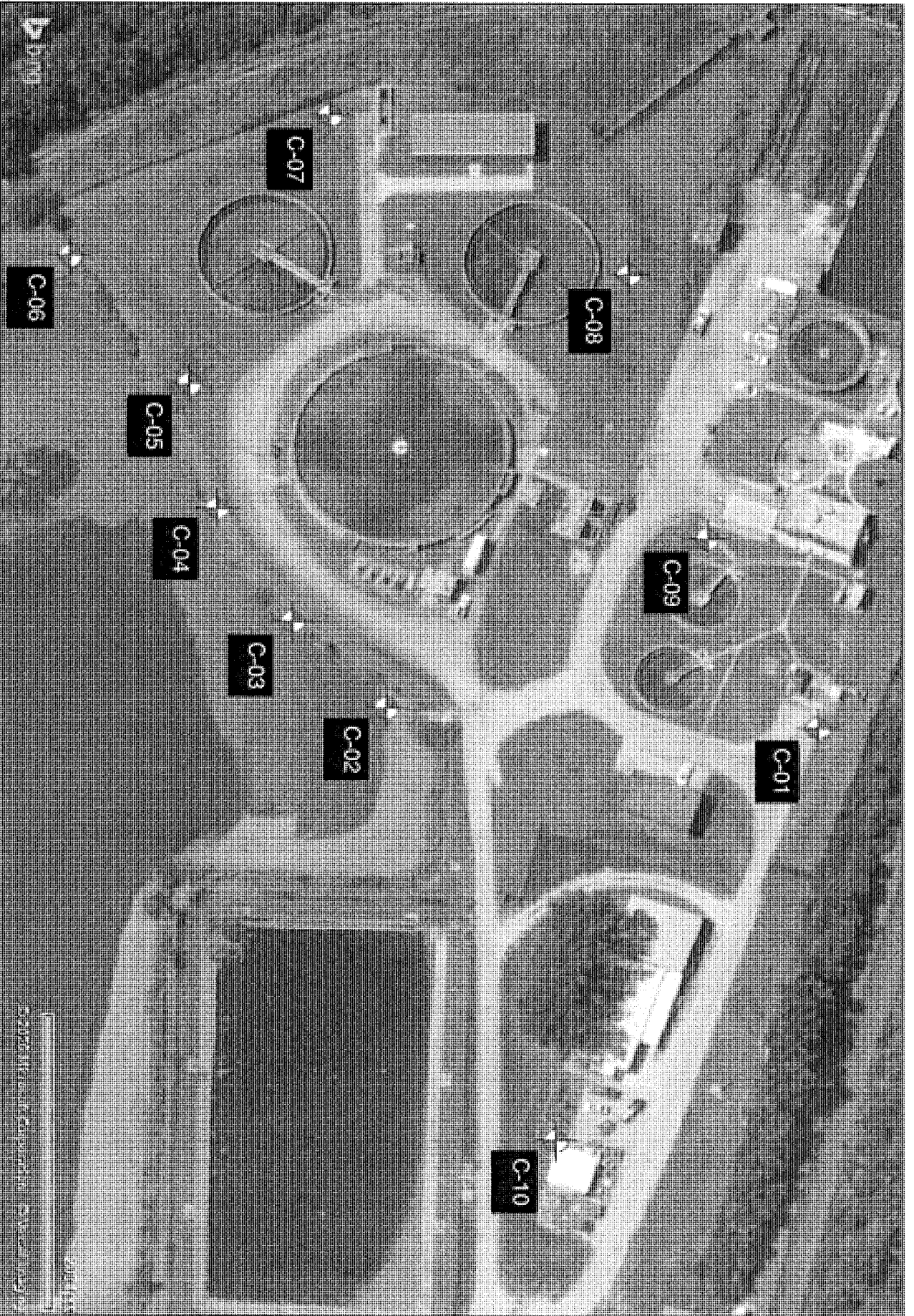


Figure 3 - Alignment Locations for the Alternatives Identified in the Facility Plan and Additional Alternatives Identified by HDR



Suggested Borings Force Main, Sedalia



Suggested Borings Central WWTP, Sedalia

**EXHIBIT D**

**CONCEPTUAL DRAWING AND SPECIFICATION LIST**

EXHIBIT D

Conceptual Drawing List

Area Description	Series #	Discipline	Sheet Type	Sheet	Sheet Number	Sheet Count	Drawing Title	30% Design Deliv.
00 - GENERAL	00	G	0	1	00G001	1	COVER SHEET	X
	00	G	0	2	00G002	2	SEAL SHEET	
	00	G	0	3	00G003	3	DRAWING INDEX 1	X
	00	G	0	4	00G004	4	DRAWING INDEX 2	X
	00	G	0	5	00G005	5	ABBREVIATIONS	
	00	G	0	6	00G006	6	SYMBOLS, PIPING SYSTEMS, AND EQUIPMENT IDENTIFICATION	
	00	G	0	7	00G007	7	CIVIL LEGEND	
	00	G	0	8	00G008	8	MECHANICAL LEGEND	
	00	G	0	9	00G009	9	ELECTRICAL LEGEND	
	00	G	0	10	00G010	10	INSTRUMENTATION LEGEND	
	00	G	0	11	00G011	11	PROCESS FLOW SCHEMATIC - LIQUIDS PART 1	X
	00	G	0	12	00G012	12	PROCESS FLOW SCHEMATIC - LIQUIDS PART 2	X
	00	G	0	13	00G013	13	PROCESS FLOW SCHEMATIC - SOLIDS	X
	00	G	0	14	00G014	14	HYDRAULIC PROFILE - PART 1	X
	00	G	0	15	00G015	15	HYDRAULIC PROFILE - PART 2	X
	00	Y	0	1	00Y001	16	SYSTEM ARCHITECTURE DIAGRAM	X
	00	Y	0	2	00Y002	17	SECURITY AND SERVEILLANCE SYSTEM DIAGRAM ???	X
	00	Y	6	0	00Y600	18	NON PROCESS INSTRUMENTATION DIAGRAM (GENERATOR ETC)	
	00	Y	6	1	00Y601	19	RAW WASTEWATER PUMPING P&ID	X
	00	Y	6	2	00Y602	20	HEADWORKS BUILDING - FINE SCREENING AND GRIT REMOVAL	X
	00	Y	6	3	00Y603	21	AERATION BASIN #2 P&ID	X
	00	Y	6	4	00Y604	22	RAS / WAS LIFT STATIONS #1 AND #2 P&ID	X
	00	Y	6	5	00Y605	23	FINAL CLARIFIERS FLOW SPLITTERS AND FINAL CLARIFIER #3 P	X
	00	Y	6	6	00Y606	24	UV DISINFECTION P&ID	X
	00	Y	6	7	00Y607	25	EFFLUENT REAERATION EXPANSION P&ID	X
	00	Y	6	8	00Y608	26	SLUDGE PUMPING P&ID	X
	00	Y	6	10	00Y610	27	CHEMICAL ADDITION P&ID	X
	00	Y	6	11	00Y611	28	AERBOIC DIGESTION IMPROVEMENTS AND PUMPING P&ID	X
	00	Y	6	12	00Y612	29	DEWATERING P&ID	X
	00	Y	6	13	00Y613	30	MISCELLANEOUS SYSTEMS P&ID	X
02 - STANDARD DETAILS	02	C	5	1	02C501	31	CIVIL STANDARD DETAILS	
	02	C	5	2	02C502	32	CIVIL STANDARD DETAILS	
	02	C	5	3	02C503	33	CIVIL STANDARD DETAILS	
	02	C	5	4	02C504	34	CIVIL STANDARD DETAILS	
	02	C	5	5	02C505	35	CIVIL STANDARD DETAILS	
	02	S	0	1	02S001	36	STRUCTURAL NOTES	
	02	S	5	1	02S501	37	STRUCTURAL STANDARD DETAILS	
	02	S	5	2	02S502	38	STRUCTURAL STANDARD DETAILS	
	02	S	5	3	02S503	39	STRUCTURAL STANDARD DETAILS	
	02	S	5	4	02S504	40	STRUCTURAL STANDARD DETAILS	
	02	S	5	5	02S505	41	STRUCTURAL MISC. ELEVATED WALKWAYS DETAILS	
	02	S	5	6	02S506	42	STRUCTURAL MISC. ELEVATED WALKWAYS DETAILS	
	02	A	5	1	02A501	43	ARCHITECTURAL DETAILS	
	02	A	5	2	02A502	44	ARCHITECTURAL DETAILS	
	02	A	5	3	02A503	45	ARCHITECTURAL DETAILS AND SCHEDULES	
	02	A	5	4	02A504	46	ARCHITECTURAL DETAILS AND SCHEDULES	
	02	D	5	1	02D501	47	PROCESS STANDARD DETAILS	
	02	D	5	2	02D502	48	PROCESS STANDARD DETAILS	
	02	D	5	3	02D503	49	PROCESS STANDARD DETAILS	
	02	M	5	1	02M501	50	MECHANICAL STANDARD DETAILS	
	02	M	5	2	02M502	51	MECHANICAL STANDARD DETAILS AND SCHEDULES	
	02	M	5	3	02M503	52	MECHANICAL SCHEDULES	
	02	E	5	1	02E501	53	ELECTRICAL STANDARD DETAILS	
	02	E	5	2	02E502	54	ELECTRICAL STANDARD DETAILS	
	02	E	5	3	02E503	55	ELECTRICAL DUCTBANK SCHEDULES	
	02	E	6	21	02E621	56	ELECTRICAL OVERALL GROUNDING DIAGRAM	
	02	E	6	51	02E651	57	ELECTRICAL AREA CLASSIFICATION	
	02	E	6	52	02E652	58	ELECTRICAL LUMINAIRE SCHEDULES	
	02	Y	5	1	02Y501	59	INSTRUMENTATION STANDARD DETAILS	
	02	Y	5	2	02Y502	60	INSTRUMENTATION STANDARD DETAILS	
03 - NORTH PUMP STATION	03	X	1	1	03X101	61	NORTH WWTF SITE OVERALL DEMO PLAN	X
	03	U	1	1	03U101	62	NORTH WWTF SITE UNIVERSAL OVERALL SITE PLAN	X
	03	U	4	1	03U401	63	NORTH WWTF PUMP STATION AREA ENLARGED UNIVERSAL PL	X
	03	U	6	1	03U601	64	NORTH WWTF SITE LAYOUT COORDINATE TABLES	
	03	A	9	1	03A901	65	PERSPECTIVE VIEW	X
	03	S	1	1	03S101	66	STRUCTURAL PLAN LOWER	
	03	S	1	2	03S102	67	STRUCTURAL PLAN UPPER	
	03	S	3	1	03S301	68	STRUCTURAL SECTIONS	
	03	S	3	2	03S302	69	STRUCTURAL SECTIONS	
	03	S	3	3	03S303	70	STRUCTURAL SECTIONS	
	03	S	5	1	03S501	71	STRUCTURAL DETAILS	
	03	D	1	1	03D101	72	PROCESS PLAN LOWER	X
	03	D	1	2	03D102	73	PROCESS PLAN UPPER	X
	03	D	3	1	03D301	74	PROCESS SECTIONS	X
	03	D	3	2	03D302	75	PROCESS SECTIONS	X

EXHIBIT D

Area Description	Series #	Discipline	Sheet Type	Sheet	Sheet Number	Sheet Count	Drawing Title	30% Design Deliv.
	03	M	1	1	03M101	76	MECHANICAL PLANS	
	03	E	1	1	03E101	77	ELECTRICAL POWER & LIGHTING PLANS	
	03	E	6	1	03E601	78	ELECTRICAL ONE-LINE DIAGRAM	
	03	Y	6	41	03Y641	79	I&C ONE-LINE DIAGRAMS	
	03	E	6	51	03E651	80	ELECTRICAL PANEL SCHEDULES	
03 - NORTH FORCEMAIN	04	C	1	1	04C101	81	OVERALL LAYOUT AND SURVEY CONTROL PLAN (1"=6000') 600	X
	04	C	1	2	04C102	82	GENERAL LAYOUT PLAN 1 (1"=400')	X
	04	C	1	3	04C103	83	GENERAL LAYOUT PLAN 2 (1"=400')	X
	04	C	1	4	04C104	84	EROSION CONTROL PLANS 1	
	04	C	1	5	04C105	85	EROSION CONTROL PLANS 2	
	04	C	1	6	04C106	86	TRAFFIC CONTROL PLAN	
	04	C	5	1	04C501	87	STANDARD LINEAR UTILITIES DETAIL 1	
	04	C	5	2	04C502	88	STANDARD LINEAR UTILITIES DETAIL 2	
	04	C	5	3	04C503	89	STANDARD LINEAR UTILITIES DETAIL 3	
	04	C	5	4	04C504	90	STANDARD LINEAR UTILITIES DETAIL 4	
	04	C	5	5	04C505	91	STANDARD LINEAR UTILITIES DETAIL 5	
	04	C	5	6	04C506	92	STANDARD LINEAR UTILITIES DETAIL 6	
	04	C	5	7	04C507	93	AIR RELEASE VALVE VAULT DETAILS	
	04	C	5	8	04C508	94	ROAD AND RAILROAD BORE AND CASING DETAILS	
	04	C	5	9	04C509	95	PAVEMENT REPLACEMENT DETAILS	
	04	C	5	10	04C510	96	EROSION CONTROL DETAILS 1	
	04	C	5	11	04C511	97	EROSION CONTROL DETAILS 2	
	04	C	5	12	04C512	98	RESTORATION DETAILS 1	
	04	C	5	13	04C513	99	RESTORATION DETAILS 2	
	04	C	8	1	04C801	100	PLAN AND PROFILE 1 (1"=20') 1"=50'	
	04	C	8	2	04C802	101	PLAN AND PROFILE 2 (1"=20') 1"=50'	
	04	C	8	3	04C803	102	PLAN AND PROFILE 3 (1"=20') 1"=50'	
	04	C	8	4	04C804	103	PLAN AND PROFILE 4 (1"=20') 1"=50'	
	04	C	8	5	04C805	104	PLAN AND PROFILE 5 (1"=20') 1"=50'	
	04	C	8	6	04C806	105	PLAN AND PROFILE 6 (1"=20') 1"=50'	
	04	C	8	7	04C807	106	PLAN AND PROFILE 7 (1"=20') 1"=50'	
	04	C	8	8	04C808	107	PLAN AND PROFILE 8 (1"=20') 1"=50'	
	04	C	8	9	04C809	108	PLAN AND PROFILE 9 (1"=20') 1"=50'	
	04	C	8	10	04C810	109	PLAN AND PROFILE 10 (1"=20') 1"=50'	
	04	C	8	11	04C811	110	PLAN AND PROFILE 11 (1"=20') 1"=50'	
	04	C	8	12	04C812	111	PLAN AND PROFILE 12 (1"=20') 1"=50'	
	04	C	8	13	04C813	112	PLAN AND PROFILE 13 (1"=20') 1"=50'	
	04	C	8	14	04C814	113	PLAN AND PROFILE 14 (1"=20') 1"=50'	
	04	C	8	15	04C815	114	PLAN AND PROFILE 15 (1"=20') 1"=50'	
04	C	8	16	04C816	115	PLAN AND PROFILE 16 (1"=20') 1"=50'		
04	C	8	17	04C817	116	PLAN AND PROFILE 17 (1"=20') 1"=50'		
04	C	8	18	04C818	117	PLAN AND PROFILE 18 (1"=20') 1"=50'		
05 - SITE PLANNING	05	V	0	1	05V001	128	SITE SURVEY, CONTROL, & LEGEND	X
	05	X	1	1	05X101	129	OVERALL SITE DEMO PLAN	X
	05	X	4	1	05X401	130	SITE DEMO ENLARGED PLAN AND SECTION 1	
	05	X	4	2	05X402	131	SITE DEMO ENLARGED PLAN AND SECTION 2	
	05	C	1	1	05C101	132	SITE EROSION CONTROL PLAN	
	05	C	1	2	05C102	133	OVERALL SITE LAYOUT	X
	05	C	1	3	05C103	134	SITE LAYOUT PLAN QUADRANT 1	
	05	C	1	4	05C104	135	SITE LAYOUT PLAN QUADRANT 2	
	05	C	1	5	05C105	136	SITE LAYOUT PLAN QUADRANT 3	
	05	C	1	6	05C106	137	SITE LAYOUT PLAN QUADRANT 4	
	05	C	1	7	05C107	138	SITE LAYOUT PLAN QUADRANT 5	
	05	C	1	8	05C108	139	OVERALL SITE GRADING AND DRAINAGE PLAN	X
	05	C	1	9	05C109	140	FINAL GRADING PLAN QUADRANT 1	
	05	C	1	10	05C110	141	FINAL GRADING PLAN QUADRANT 2	
	05	C	1	11	05C111	142	FINAL GRADING PLAN QUADRANT 3	
	05	C	1	12	05C112	143	FINAL GRADING PLAN QUADRANT 4	
	05	C	5	1	05C501	144	SITE LAYOUT COORDINATE TABLES	
	05	D	1	1	05D101	145	OVERALL SITE PIPING PLAN	X
	05	D	1	2	05D102	146	SITE PIPING QUADRANT 1	X
	05	D	1	3	05D103	147	SITE PIPING QUADRANT 2	X
	05	D	1	4	05D104	148	SITE PIPING QUADRANT 3	X
	05	D	5	1	05D501	149	SITE PIPING COORDINATE DATA SHEET	
	05	E	1	1	05E101	150	OVERALL SITE ELECTRICAL PLAN	X
	05	E	1	2	05E102	151	SITE ELECTRICAL PLAN QUADRANT 1	
	05	E	1	3	05E103	152	SITE ELECTRICAL PLAN QUADRANT 2	
	05	E	1	4	05E104	153	SITE ELECTRICAL PLAN QUADRANT 3	
	05	E	6	1	05E601	154	SITE ELECTRICAL ONELINE	
05	Y	1	1	05Y101	155	SITE SECURITY AND SURVEILLANCE ???		
10 - CENTRAL WWTF PUMP STATION	10	A	9	1	10A901	156	PERSPECTIVE VIEW	X
	10	S	1	1	10S101	157	STRUCTURAL PLAN LOWER	
	10	S	1	2	10S102	158	STRUCTURAL PLAN UPPER	
	10	S	3	1	10S301	159	STRUCTURAL SECTIONS	
	10	S	3	2	10S302	160	STRUCTURAL SECTIONS	
	10	S	3	3	10S303	161	STRUCTURAL SECTIONS	
	10	S	5	1	10S501	162	STRUCTURAL DETAILS	
	10	D	1	1	10D101	163	PROCESS PLAN LOWER	X
	10	D	1	2	10D102	164	PROCESS PLAN UPPER	X
	10	D	3	1	10D301	165	PROCESS SECTIONS	X

EXHIBIT D

Area Description	Series #	Discipline	Sheet Type	Sheet	Sheet Number	Sheet Count	Drawing Title	30% Design Deliv.
	10	D	3	2	10D302	166	PROCESS SECTIONS	X
	10	M	1	1	10M101	167	MECHANICAL PLANS	
	10	E	1	1	10E101	168	ELECTRICAL POWER & LIGHTING PLANS	
	10	E	6	1	10E601	169	ELECTRICAL ONE-LINE DIAGRAM	
	10	Y	6	41	10Y641	170	I&C ONE-LINE DIAGRAMS	
	10	E	6	51	10E651	171	ELECTRICAL PANEL SCHEDULES	
20 - HEADWORKS BUILDING	20	G	0	1	20G001	172	CODE ANALYSIS	
	20	G	0	2	20G002	173	LIFE SAFETY PLAN - LOWER LEVEL	
	20	G	0	3	20G003	174	LIFE SAFETY PLAN - UPPER LEVEL	
	20	A	9	1	20A901	175	PERSPECTIVE VIEWS 1	X
	20	A	9	2	20A902	176	PERSPECTIVE VIEWS 2	X
	20	S	1	1	20S101	177	STRUCTURAL PLAN - LOWER LEVEL	
	20	S	1	2	20S102	178	STRUCTURAL PLAN - UPPER LEVEL	
	20	S	1	3	20S103	179	STRUCTURAL PLAN - INTERMEDIATE LEVEL	
	20	S	1	4	20S104	180	STRUCTURAL PLAN - ROOF LEVEL	
	20	S	3	1	20S301	181	STRUCTURAL SECTIONS	
	20	S	3	2	20S302	182	STRUCTURAL SECTIONS	
	20	S	3	3	20S303	183	STRUCTURAL SECTIONS	
	20	S	3	4	20S304	184	STRUCTURAL SECTIONS	
	20	S	3	5	20S305	185	STRUCTURAL SECTIONS AND DETAILS	
	20	S	5	1	20S501	186	STRUCTURAL DETAILS	
	20	A	1	1	20A101	187	ARCHITECTURAL FLOOR PLAN	
	20	A	1	2	20A102	188	ARCHITECTURAL INTERMEDIATE AND UPPER PLAN	
	20	A	1	3	20A103	189	ARCHITECTURAL ROOF PLAN	
	20	A	6	1	20A601	190	ARCHITECTURAL ELEVATIONS	
	20	A	6	2	20A602	191	ARCHITECTURAL ELEVATIONS	
	20	A	3	1	20A301	192	ARCHITECTURAL SECTIONS	
	20	A	3	2	20A302	193	ARCHITECTURAL SECTIONS	
	20	D	1	1	20D101	194	PROCESS PLAN - LOWER LEVEL	X
	20	D	1	2	20D102	195	PROCESS PLAN - UPPER LEVEL	X
	20	D	3	1	20D301	196	PROCESS SECTIONS	X
	20	D	3	2	20D302	197	PROCESS SECTIONS	X
	20	D	3	3	20D303	198	PROCESS SECTIONS	X
	20	M	1	1	20M101	199	MECHANICAL HEATING AND VENTILATION PLAN - LOWER LEVEL	
	20	M	1	2	20M102	200	MECHANICAL HEATING AND VENTILATION PLAN - UPPER LEVEL	
	20	M	3	1	20M301	201	MECHANICAL SECTIONS	
	20	M	6	1	20M601	202	MECHANICAL CONTROLS	
	20	P	1	1	20P101	203	WATER PLAN - LOWER LEVEL	
	20	P	1	2	20P102	204	WATER PLAN - UPPER LEVEL	
	20	P	1	3	20P103	205	SANITARY PLAN - LOWER LEVEL	
	20	P	1	4	20P104	206	SANITARY PLAN - UPPER LEVEL	
	20	P	9	1	20P901	207	PLUMBING RISER DIAGRAMS	
	20	P	1	1	20P101	208	PLUMBING PLAN - LOWER LEVEL	
	20	P	1	2	20P102	209	PLUMBING PLAN - UPPER LEVEL	
	20	P	9	1	20P901	210	PLUMBING RISER DIAGRAMS	
	20	E	1	1	20E101	211	ELECTRICAL POWER PLAN - LOWER LEVEL	
	20	E	1	2	20E102	212	ELECTRICAL POWER PLAN - UPPER LEVEL	
	20	E	1	3	20E103	213	ELECTRICAL LIGHTING PLAN - LOWER LEVEL	
	20	E	1	4	20E104	214	ELECTRICAL LIGHTING PLAN - UPPER LEVEL	
	20	Y	6	1	20Y601	215	I&C ONE-LINE DIAGRAMS	
	20	E	6	41	20E641	216	ELECTRICAL I&C WIRING DIAGRAM	
20	E	6	51	20E651	217	ELECTRICAL PANEL SCHEDULES		
25 - AERATION BASIN #1 IMP.	25	U	1	1	25U101	218	UNIVERSAL PLAN	X
	25	U	1	3	25U103	219	UNIVERSAL SECTIONS AND DETAILS	
30 - AERATION BASIN #2	30	A	9	1	30A901	220	PERSPECTIVE VIEW	X
	30	S	1	1	30S101	221	STRUCTURAL PLAN - LOWER LEVEL	
	30	S	1	2	30S102	222	STRUCTURAL PLAN - UPPER LEVEL	
	30	S	3	1	30S301	223	STRUCTURAL SECTIONS	
	30	S	3	2	30S302	224	STRUCTURAL SECTIONS	
	30	S	4	1	30S401	225	STRUCTURAL ENLARGED PLANS	
	30	D	1	1	30D101	226	PROCESS PLAN	X
	30	D	3	1	30D301	227	PROCESS SECTIONS	X
	30	D	3	2	30D302	228	PROCESS SECTIONS	X
	30	E	1	1	30E101	229	ELECTRICAL POWER AND LIGHTING PLAN	
35 - BLOWER BUILDING #2	35	G	1	1	35G101	230	CODE ANALYSIS	
	35	G	1	2	35G102	231	LIFE SAFETY PLAN	
	35	A	9	1	35A901	232	PERSPECTIVE VIEWS	X
	35	S	1	1	35S101	233	STRUCTURAL PLAN	
	35	S	3	1	35S301	234	STRUCTURAL SECTIONS	
	35	S	3	2	35S302	235	STRUCTURAL SECTIONS AND DETAILS	
	35	S	5	1	35S501	236	STRUCTURAL DETAILS	
	35	A	1	1	35A101	237	ARCHITECTURAL FLOOR PLAN	
	35	A	1	2	35A102	238	ARCHITECTURAL ROOF PLAN	
	35	A	6	1	35A601	239	ARCHITECTURAL ELEVATIONS	
	35	A	3	1	35A301	240	ARCHITECTURAL SECTIONS	
	35	D	1	1	35D101	241	PROCESS PLAN	X
	35	D	3	1	35D301	242	PROCESS SECTIONS	X
	35	M	1	1	35M101	243	MECHANICAL HEATING AND VENTILATION PLAN	
	35	M	3	1	35M301	244	MECHANICAL SECTIONS	
	35	P	1	1	35P101	245	PLUMBING PLAN	

EXHIBIT D

Area Description	Series #	Discipline	Sheet Type	Sheet	Sheet Number	Sheet Count	Drawing Title	30% Design Deliv.
40 - SECONDARY CLARIFIERS FLOW SPLITTER	35	E	1	1	35E101	246	ELECTRICAL POWER PLAN	
	35	E	1	2	35E102	247	ELECTRICAL LIGHTING PLAN	
	35	E	6	1	35E601	248	ELECTRICAL ONE-LINE DIAGRAM	
	35	Y	6	41	35Y641	249	I&C ONE-LINE DIAGRAMS	
	35	E	6	51	35E651	250	ELECTRICAL PANEL SCHEDULES	
	40	A	9	1	40A901	251	PERSPECTIVE VIEW	X
	40	S	1	1	40S101	252	STRUCTURAL PLANS	
	40	S	3	1	40S301	253	STRUCTURAL SECTIONS	
	40	S	3	2	40S302	254	STRUCTURAL SECTIONS	
	40	D	1	1	40D101	255	PROCESS PLANS	X
50 - SECONDARY CLARIFIER #3	40	D	3	1	40D301	256	PROCESS SECTIONS	X
	40	D	3	2	40D302	257	PROCESS SECTIONS	X
	40	E	1	1	40E101	258	ELECTRICAL POWER AND LIGHTING PLAN	
	50	A	9	1	50A901	259	PERSPECTIVE VIEW	X
	50	S	1	1	50S101	260	STRUCTURAL PLAN - LOWER LEVEL	
	50	S	1	2	50S102	261	STRUCTURAL PLAN - UPPER LEVEL	
	50	S	3	1	50S301	262	STRUCTURAL SECTIONS	
	50	S	3	2	50S302	263	STRUCTURAL SECTIONS AND DETAILS	
	50	D	1	1	50D101	264	PROCESS PLAN - LOWER	X
	50	D	1	2	50D102	265	PROCESS PLAN - UPPER	X
60 - UV STRUCTURE IMPROVEMENTS	50	D	3	1	50D301	266	PROCESS SECTIONS	X
	50	D	3	2	50D302	267	PROCESS SECTIONS AND DETAILS	X
	50	E	1	1	50E101	268	ELECTRICAL POWER AND LIGHTING PLAN	
	60	X	9	1	60X901	269	DEMOLITION PLAN	X
	60	X	9	2	60X902	270	DEMOLITION SECTION AND PHOTOS	
	60	S	1	1	60S101	271	STRUCTURAL PLANS	
	60	S	3	1	60S301	272	STRUCTURAL SECTIONS	
	60	S	3	2	60S302	273	STRUCTURAL SECTIONS	
	60	D	1	1	60D101	274	PROCESS PLAN - LOWER	X
	60	D	1	2	60D102	275	PROCESS PLAN - UPPER	X
70 - EFFLUENT METERING AND REAERATION IMPROVEMENTS	60	D	3	1	60D301	276	PROCESS SECTIONS	X
	60	D	3	2	60D302	277	PROCESS SECTIONS AND DETAILS	X
	60	E	1	1	60E101	278	ELECTRICAL POWER PLAN	
	60	E	1	2	60E102	279	ELECTRICAL LIGHTING PLAN	
	60	E	6	1	60E601	280	ELECTRICAL ONE-LINE DIAGRAM	
	60	Y	6	41	60Y641	281	I&C ONE-LINE DIAGRAMS	
	60	E	6	51	60E651	282	ELECTRICAL PANEL SCHEDULES	
	70	X	9	1	70X901	283	DEMOLITION PLAN	
	70	X	9	2	70X902	284	DEMOLITION SECTION AND PHOTOS	
	70	A	9	1	70A901	285	PERSPECTIVE VIEW	X
85 - CHEMICAL ADDITION / SLUDGE PUMPING BUILDING	70	S	1	1	70S101	286	STRUCTURAL PLANS	
	70	S	3	1	70S301	287	STRUCTURAL SECTIONS	
	70	D	1	1	70D101	288	PROCESS PLANS	X
	70	D	3	1	70D301	289	PROCESS SECTIONS	X
	70	E	1	1	70E101	290	ELECTRICAL POWER AND LIGHTING PLAN	
	85	G	1	1	85G101	291	CODE ANALYSIS	
	85	G	1	2	85G102	292	LIFE SAFETY PLAN	
	85	G	9	1	85G901	293	PERSPECTIVE VIEWS	X
	85	S	1	1	85S101	294	STRUCTURAL PLAN	
	85	S	3	1	85S301	295	STRUCTURAL SECTIONS	
90 - RAS/WAS LIFT STATION #1 AND #2 IMPROVEMENTS	85	S	3	2	85S302	296	STRUCTURAL SECTIONS AND DETAILS	
	85	A	1	1	85A101	297	ARCHITECTURAL FLOOR PLAN	
	85	A	1	2	85A102	298	ARCHITECTURAL ROOF PLAN	
	85	A	2	1	85A201	299	ARCHITECTURAL ELEVATIONS	
	85	A	3	1	85A301	300	ARCHITECTURAL SECTIONS	
	85	D	1	1	85D101	301	PROCESS PLAN	X
	85	D	3	1	85D301	302	PROCESS SECTIONS	X
	85	D	3	2	85D302	303	PROCESS SECTIONS	X
	85	D	3	3	85D303	304	PROCESS SECTIONS	
	85	D	3	4	85D304	305	PROCESS SECTIONS AND DETAILS	
90 - RAS/WAS LIFT STATION #1 AND #2 IMPROVEMENTS	85	D	4	1	85D401	306	PROCESS ENLARGED PLAN 1	X
	85	D	4	2	85D402	307	PROCESS ENLARGED PLAN 2	X
	85	M	1	1	85M101	308	MECHANICAL HEATING AND VENTILATION PLAN	
	85	M	3	1	85M301	309	MECHANICAL SECTIONS	
	85	M	6	1	85M601	310	MECHANICAL CONTROLS	
	85	P	1	1	85P101	311	PLUMBING PLAN	
	85	P	9	1	85P901	312	PLUMBING RISER DIAGRAMS	
	85	E	1	1	85E101	313	ELECTRICAL POWER & LIGHTING PLAN	
	85	Y	6	41	85Y641	314	I&C ONE-LINE DIAGRAMS	
	85	E	6	51	85E651	315	ELECTRICAL PANEL SCHEDULES	
90 - RAS/WAS LIFT STATION #1 AND #2 IMPROVEMENTS	90	X	9	1	90X901	316	DEMOLITION PLAN	X
	90	X	9	2	90X902	317	DEMOLITION SECTION AND PHOTOS	X
	90	A	9	1	90A901	318	PERSPECTIVE VIEWS	X
	90	S	1	2	90S102	319	STRUCTURAL PLAN - UPPER LEVEL	
	90	S	3	1	90S301	320	STRUCTURAL SECTIONS	
	90	D	1	1	90D101	321	PROCESS PLAN - LOWER LEVEL	X
	90	D	1	2	90D102	322	PROCESS PLAN - UPPER LEVEL	X
	90	D	3	1	90D301	323	PROCESS SECTIONS	X
	90	D	3	2	90D302	324	PROCESS SECTIONS	X
	90	M	1	1	90M101	325	MECHANICAL HVAC PLAN	

EXHIBIT D

Area Description	Series #	Discipline	Sheet Type	Sheet	Sheet Number	Sheet Count	Drawing Title	30% Design Deliv.
	90	M	3	1	90M301	326	MECHANICAL HVAC SECTIONS	
	90	P	1	1	90P101	327	WATER PLAN	
	90	P	1	2	90P102	328	SANITARY PLAN	
	90	P	9	1	90P901	329	PLUMBING RISER DIAGRAMS	
	90	E	1	1	90E101	330	ELECTRICAL POWER & LIGHTING PLANS	
	90	E	6	1	90E601	331	ELECTRICAL ONE-LINE DIAGRAM	
	90	Y	6	41	90Y641	332	I&C ONE-LINE DIAGRAMS	
	90	E	6	51	90E651	333	ELECTRICAL PANEL SCHEDULES	
100 - WAS STORAGE BASINS	100	X	9	1	100X901	334	DEMOLITION PLAN	X
	100	X	9	2	100X902	335	DEMOLITION SECTION AND PHOTOS	X
	100	S	1	1	100S101	336	STRUCTURAL PLAN - REPAIRS	
	100	S	3	1	100S301	337	STRUCTURAL SECTION - REPAIRS	
	100	D	1	1	100D101	338	PROCESS PLAN	X
	100	D	3	1	100D301	339	PROCESS SECTIONS AND DETAILS	X
	100	E	1	1	100E101	340	ELECTRICAL POWER & LIGHTING PLANS	
	100	E	6	1	100E601	341	ELECTRICAL ONE-LINE DIAGRAM	
	100	Y	6	41	100Y641	342	I&C ONE-LINE DIAGRAMS	
120 - DEWATERING BUILDING	120	G	0	1	120G001	343	CODE ANALYSIS	
	120	G	0	2	120G002	344	LIFE SAFETY PLAN - LOWER LEVEL	
	120	G	0	3	120G003	345	LIFE SAFETY PLAN - UPPER LEVEL	
	120	A	9	1	120A901	346	PERSPECTIVE VIEWS 1	X
	120	A	9	2	120A902	347	PERSPECTIVE VIEWS 2	X
	120	S	1	1	120S101	348	STRUCTURAL PLAN - LOWER LEVEL	
	120	S	1	2	120S102	349	STRUCTURAL PLAN - UPPER LEVEL	
	120	S	1	3	120S103	350	STRUCTURAL PLAN - INTERMEDIATE LEVEL	
	120	S	1	4	120S104	351	STRUCTURAL PLAN - ROOF LEVEL	
	120	S	3	1	120S301	352	STRUCTURAL SECTIONS	
	120	S	3	2	120S302	353	STRUCTURAL SECTIONS	
	120	S	3	3	120S303	354	STRUCTURAL SECTIONS	
	120	S	3	4	120S304	355	STRUCTURAL SECTIONS	
	120	S	3	5	120S305	356	STRUCTURAL SECTIONS AND DETAILS	
	120	S	5	1	120S501	357	STRUCTURAL DETAILS	
	120	A	1	1	120A101	358	ARCHITECTURAL FLOOR PLAN	
	120	A	1	2	120A102	359	ARCHITECTURAL INTERMEDIATE AND UPPER PLAN	
	120	A	1	3	120A103	360	ARCHITECTURAL ROOF PLAN	
	120	A	6	1	120A601	361	ARCHITECTURAL ELEVATIONS	
	120	A	6	2	120A602	362	ARCHITECTURAL ELEVATIONS	
	120	A	3	1	120A301	363	ARCHITECTURAL SECTIONS	
	120	A	3	2	120A302	364	ARCHITECTURAL SECTIONS	
	120	D	1	1	120D101	365	PROCESS PLAN - LOWER LEVEL	X
	120	D	1	2	120D102	366	PROCESS PLAN - UPPER LEVEL	X
	120	D	3	1	120D301	367	PROCESS SECTIONS	X
	120	D	3	2	120D302	368	PROCESS SECTIONS	X
	120	D	3	3	120D303	369	PROCESS SECTIONS	X
	120	M	1	1	120M101	370	MECHANICAL HEATING AND VENTILATION PLAN - LOWER LEVEL	
	120	M	1	2	120M102	371	MECHANICAL HEATING AND VENTILATION PLAN - UPPER LEVEL	
	120	M	3	1	120M301	372	MECHANICAL SECTIONS	
	120	M	6	1	120M601	373	MECHANICAL CONTROLS	
	120	P	1	1	120P101	374	WATER PLAN - LOWER LEVEL	
	120	P	1	2	120P102	375	WATER PLAN - UPPER LEVEL	
	120	P	2	1	120P201	376	SANITARY PLAN - LOWER LEVEL	
	120	P	2	2	120P202	377	SANITARY PLAN - UPPER LEVEL	
	120	P	9	1	120P901	378	PLUMBING RISER DIAGRAMS	
	120	E	1	1	120E101	379	ELECTRICAL POWER PLAN - LOWER LEVEL	
	120	E	1	2	120E102	380	ELECTRICAL POWER PLAN - UPPER LEVEL	
	120	E	1	3	120E103	381	ELECTRICAL LIGHTING PLAN - LOWER LEVEL	
	120	E	1	4	120E104	382	ELECTRICAL LIGHTING PLAN - UPPER LEVEL	
	120	E	6	1	120E601	383	ELECTRICAL ONE-LINE DIAGRAM	
	120	Y	6	41	120Y641	384	I&C ONE-LINE DIAGRAMS	
	120	E	6	51	120E651	385	ELECTRICAL PANEL SCHEDULES	
140 - LAGOON IMPROVEMENTS	140	U	1	1	140U101	386	UNIVERSAL SITE PLAN	
	140	U	3	1	140U301	387	UNIVERSAL SITE SECTIONS AND DETAILS	

G	26
Y	27
C	65
S	67
A	38
M	20
E	48
U	7
D	57
X	12
P	19
Total	386

30%	10%
60%	30%
90%	40%
IFC	20%
	100%

## EXHIBIT D

Spec Section	Section Title
Front Ends: EJCDG	
1	01 11 20 JOB CONDITIONS
2	01 14 16 COORDINATION WITH OWNER'S OPERATIONS
3	01 22 00 MEASUREMENT AND PAYMENT
4	01 22 01 PAYMENT PROCEDURES
5	01 25 00 SUBSTITUTION PROCEDURES
6	01 29 73 SCHEDULE OF VALUES
7	01 29 76 PROGRESS PAYMENT PROCEDURES
8	01 30 00 SPECIAL CONDITIONS
9	01 32 16 CONSTRUCTION PROGRESS SCHEDULE
10	01 33 00 SUBMITTAL PROCEDURES
11	01 35 05 ENVIRONMENTAL PROTECTION AND SPECIAL CONTROLS
12	01 40 00 QUALITY REQUIREMENTS
13	01 45 25 TESTING AND DISINFECTING HYDRAULIC STRUCTURES
14	01 45 33 SPECIAL INSPECTIONS AND TESTING
15	01 61 03 EQUIPMENT - BASIC REQUIREMENTS
16	01 66 00 PRODUCT DELIVERY, STORAGE, AND HANDLING
17	01 71 33 PROTECTION OF THE WORK AND PROPERTY
18	01 73 20 OPENINGS AND PENETRATIONS IN CONSTRUCTION
19	01 73 29 CUTTING AND PATCHING
20	01 74 00 CLEANING
21	01 75 00 CHECKOUT AND START-UP PROCEDURES
22	02 41 00 DEMOLITION
23	03 05 05 CONCRETE TESTING AND INSPECTIONS
24	03 11 13 FORMWORK
25	03 15 19 ANCHORAGE TO CONCRETE
26	03 21 00 REINFORCEMENT
27	03 31 30 CONCRETE, MATERIALS AND PROPORTIONING
28	03 31 31 CONCRETE MIXING, PLACING, JOINTING, AND CURING
29	03 35 00 CONCRETE FINISHING AND REPAIR OF SURFACE DEFECTS
30	03 41 33 PRECAST AND PRESTRESSED CONCRETE
31	04 01 20 MASONRY CLEANING
32	04 05 14 CEMENT AND LIME MORTARS
33	04 05 23 MASONRY ACCESSORIES
34	04 05 50 COLD AND HOT WEATHER MASONRY CONSTRUCTION
35	04 22 00 CONCRETE MASONRY
36	05 50 00 METAL FABRICATIONS
37	05 52 02 ALUMINUM RAILINGS
38	06 10 00 ROUGH CARPENTRY
39	07 14 00 FLUID APPLIED WATERPROOFING
40	07 21 00 BUILDING INSULATION
41	07 52 16 SBS MODIFIED BITUMEN ROOFING SYSTEM
42	07 62 00 FLASHING AND SHEET METAL
43	07 92 00 JOINT SEALANTS
44	08 16 00 FIBERGLASS REINFORCED PLASTIC (FRP) DOORS AND FRAMES
45	08 31 00 ACCESS DOORS
46	08 33 22 ALUMINUM ROLLING OVERHEAD DOORS
47	08 51 13 ALUMINUM WINDOWS
48	08 70 00 FINISH HARDWARE

## EXHIBIT D

Spec Section	Section Title
Front Ends: EJCDC	
49	08 81 00 GLASS AND GLAZING
50	08 90 00 LOUVERS AND VENTS
51	09 96 00 HIGH PERFORMANCE INDUSTRIAL COATINGS
52	09 97 10 PROTECTIVE SYSTEMS FOR CONCRETE SURFACES
53	10 14 00 IDENTIFICATION DEVICES
54	10 14 23 SIGNAGE
55	10 14 33 FIRE PROTECTION SPECIALTIES
56	13 34 13 METAL BUILDING SYSTEMS
57	23 05 93 HVAC SYSTEMS - BALANCING AND TESTING
58	23 09 00 INSTRUMENTATION AND CONTROL FOR HVAC SYSTEMS
59	23 31 00 HVAC - DUCTWORK
60	23 74 36 REFRIGERANT PIPING SYSTEM
61	23 80 00 HVAC - EQUIPMENT
62	26 05 00 ELECTRICAL - BASIC REQUIREMENTS
63	26 05 19 WIRE AND CABLE - 600 VOLT AND BELOW
64	26 05 26 GROUNDING AND BONDING
65	26 05 33 RACEWAYS AND BOXES
66	26 05 43 ELECTRICAL - EXTERIOR UNDERGROUND
67	26 08 13 ACCEPTANCE TESTING
68	26 09 13 ELECTRICAL METERING DEVICES
69	26 09 16 CONTROL EQUIPMENT ACCESSORIES
70	26 09 42 LOW VOLTAGE LIGHTING CONTROL SYSTEM
71	26 22 13 DRY-TYPE TRANSFORMERS
72	26 23 13 SWITCHBOARDS
73	26 24 16 PANELBOARDS
74	26 24 19 MOTOR CONTROL EQUIPMENT
75	26 27 26 WIRING DEVICES
76	26 28 00 OVERCURRENT AND SHORT CIRCUIT PROTECTIVE DEVICES
77	26 28 16 SAFETY SWITCHES
78	26 29 13 REDUCED VOLTAGE SOLID STATE STARTERS - LOW VOLTAGE
79	26 29 23 VARIABLE FREQUENCY DRIVES - LOW VOLTAGE
80	26 32 13.13 DIESEL ENGINE GENERATOR SETS
81	26 36 00 TRANSFER SWITCHES
82	26 41 13 LIGHTNING PROTECTION SYSTEM
83	26 43 13 SURGE PROTECTION DEVICES FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS
84	26 50 00 INTERIOR AND EXTERIOR LIGHTING
85	28 20 01 VIDEO SURVEILLANCE SYSTEM
86	31 10 00 SITE CLEARING
87	31 22 19 FINISH GRADING
88	31 23 00 EARTHWORK
89	31 25 00 SOIL EROSION AND SEDIMENT CONTROL
90	31 32 19 GEOTEXTILES
91	31 32 19.13 GEOGRID SOIL STABILIZATION
92	31 37 00 RIPRAP
93	32 11 23 GRANULAR PAVING
94	32 12 00 FLEXIBLE PAVING
95	32 13 13 CONCRETE PAVING
96	32 16 23 CONCRETE SIDEWALK AND STEPS

## EXHIBIT D

Spec Section	Section Title
Front Ends: EJCDC	
97	32 31 13 CHAIN LINK FENCE AND GATES
98	32 31 15 GATE OPERATOR - SLIDING
99	32 92 00 SEEDING, SODDING AND LANDSCAPING
100	33 05 07.13 UTILITY DIRECTIONAL DRILLING
101	33 05 16 PRECAST CONCRETE MANHOLE STRUCTURES
102	33 12 19 FIRE HYDRANT
103	33 42 11 STORMWATER GRAVITY PIPING
104	33 41 00 SUBDRAINAGE
105	40 05 00 PIPE AND PIPE FITTINGS - BASIC REQUIREMENTS
106	40 05 07 PIPE SUPPORT SYSTEMS
107	40 05 17 PIPE - COPPER
108	40 05 19 PIPE - DUCTILE
109	40 05 23 PIPE - STAINLESS STEEL
110	40 05 24 PIPE - STEEL
111	40 05 31 PIPE - PLASTIC
112	40 05 36 PIPE - FIBERGLASS
113	40 05 39 PIPE - REINFORCED CONCRETE
114	40 05 51 VALVES - BASIC REQUIREMENTS
115	40 05 52 MISCELLANEOUS VALVES
116	40 05 57 ELECTRIC ACTUATOR
117	40 05 61 GATE VALVES
118	40 05 62 PLUG VALVES
119	40 05 63 BALL VALVES
120	40 05 64 BUTTERFLY VALVES
121	40 05 65 GLOBE VALVES
122	40 05 66 CHECK VALVES
123	40 05 72 TELESCOPING DECANT - SLUDGE VALVE
124	40 41 13 HEAT TRACING CABLE
125	40 42 00 PIPE, DUCT AND EQUIPMENT INSULATION
126	40 60 05 WATER CONTROL GATES
127	40 61 13 PROCESS CONTROL SYSTEMS GENERAL REQUIREMENTS
128	40 61 21 PROCESS CONTROL SYSTEM TESTING
129	40 61 43 SURGE PROTECTION DEVICES FOR INSTRUMENTATION AND CONTROL EQUIPMENT
130	40 61 93 PROCESS CONTROL SYSTEM INPUT-OUTPUT LIST
131	40 61 96 PROCESS CONTROL DESCRIPTIONS
132	40 62 05 COMPUTER SYSTEM HARDWARE AND ANCILLARIES
133	40 63 43 PROGRAMMABLE LOGIC CONTROLLERS
134	40 66 05 NETWORK EQUIPMENT
135	40 66 40 TELEMETRY SYSTEMS
136	40 67 00 CONTROL SYSTEM EQUIPMENT PANELS AND RACKS
137	40 67 63 UNINTERRUPTIBLE POWER SUPPLY
138	40 68 13 PROCESS CONTROL (HMI) SOFTWARE
139	40 68 63 CONFIGURATION OF HMI SOFTWARE AND REPORTS
140	40 70 06 SCHEDULE OF INSTRUMENTATION FOR PROCESS SYSTEMS
141	40 71 00 FLOW INSTRUMENTATION
142	40 72 00 LEVEL INSTRUMENTATION
143	40 73 00 PRESSURE INSTRUMENTATION
144	40 74 00 TEMPERATURE INSTRUMENTATION

## EXHIBIT D

Spec Section:	Section Title
Front Ends: EJCDC	
145	40 75 00 PROCESS LIQUID ANALYTICAL MEASUREMENT
146	40 75 93 PROCESS LIQUID SAMPLING EQUIPMENT AND ACCESSORIES
147	40 76 00 PROCESS GAS ANALYTICAL MEASUREMENT
148	40 78 00 PANEL MOUNTED INSTRUMENTS
149	41 12 13 CONVEYORS SCREW
150	41 22 14 DAVIT CRANES
151	41 22 25 HOISTS, TROLLEYS, MONORAILS, AND JIB CRANES
152	43 11 13 AERATION BLOWERS - TURBO BLOWER (SULZER)
153	43 21 00 PUMPING EQUIPMENT - BASIC REQUIREMENTS
154	43 23 25 SCREENING AND GRIT REMOVAL - BASIC REQUIREMENTS
155	43 23 59 PUMPING EQUIPMENT - POSITIVE DISPLACEMENT (LOBE OR RECIPROCATING)
156	43 25 11 PUMPING EQUIPMENT - SUBMERSIBLE NON-CLOG
157	43 25 13.19 SUBMERSIBLE CENTRIFUGAL SUMP PUMPS
158	43 25 16 PUMPING EQUIPMENT - CHEMICAL METERING PUMPS
159	46 21 13 MECHANICAL BAR SCREENS - FLEXIBLE RAKE TYPE
160	46 21 26 MECHANICALLY CLEANED SCREENS - SELF-CLEANING STEP SCREENS
161	46 21 73 SCREENINGS WASHER COMPACTOR
162	46 23 29 VORTEX GRIT CHAMBERS, GRIT CLASSIFIER, AND CYCLONES
163	46 33 33 LIQUID POLYMER FEED EQUIPMENT
164	46 43 21 CLARIFIER MECHANISM - CIRCULAR SUCTION-TYPE
165	46 43 77 ALGAE SWEEP BRUSH CLEANING SYSTEM
166	46 51 35 AERATION EQUIPMENT - RETRIEVABLE FINE BUBBLE AERATION / MIXING SYSTEM
167	46 66 64 OPEN CHANNEL ULTRAVIOLET (UV) DISINFECTION SYSTEM
168	46 73 34 COARSE BUBBLE MIXING SYSTEM
169	46 76 21 BELT FILTER PRESS

**EXHIBIT E**

**TERMS AND CONDITIONS**

## HDR Engineering, Inc. Terms and Conditions for Professional Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. Workers' compensation and general liability policies shall contain a waiver of subrogation in favor of Owner. The procurement of insurance and the inclusion of OWNER as an additional insured shall not and shall not be construed to waive any sovereign immunity of any other immunity or defense available to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

### 3. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

### 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means,

methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

### 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

### 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

### 7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

### 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any

other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and to the extent permitted by law OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

#### 9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

#### 10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

#### 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

#### 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed,

which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### 13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

#### 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

#### 15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the

consequences of that individual's or entity's sole negligence or willful misconduct.

**16. EXECUTION**

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

**17. ALLOCATION OF RISK**

**OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.**

**18. LITIGATION SUPPORT**

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

**19. NO THIRD PARTY BENEFICIARIES**

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

**20. UTILITY LOCATION**

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. ENGINEER shall not be liable for damage to underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

**21. UNMANNED AERIAL SYSTEMS**

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

**22. OPERATIONAL TECHNOLOGY SYSTEMS**

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems that are a result from Owner's negligence.

**23. FORCE MAJEURE**

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, 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 ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

**24. EMPLOYEE IMMUNITY**

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party. Specifically, in the event that all or a portion of the services is performed in the State of Florida, the following provision shall be applicable:

**THE PARTIES ACKNOWLEDGE THAT PURSUANT TO APPLICABLE FLORIDA STATUTES AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE WITH REGARD TO SERVICES PROVIDED UNDER THIS AGREEMENT. To the maximum extent**

permitted by law, the Parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each Party and of any entity for whom a Party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a Party. The Parties further acknowledge that the Florida statutes referred to above include but are not limited to: §558.0035(1)(a)-(e); §471.023(3)(an engineer is personally liable for negligence except as provided in § 558.0035); §472.021(3) (surveyor and mapper); §481.219(11)(architect and interior designer); §481.319(6) (landscape architect); and §492.111(4) (geologist).

**EXHIBIT F**

**FEE ESTIMATE AND RATE SCHEDULE**





EXHIBIT F



**Hourly Billing Rate Schedule (January 1, 2026– December 26, 2026)**

Billing Rates shall be based on Direct Labor Costs times a factor of 3.2 and will be updated annually. Employees may move within categories at any time throughout the year based on any salary adjustments incurred by employees. The rates listed below do not include reimbursable expenses.

<b>Role .....</b>	<b>Hourly Rate</b>
Project Principal	\$375.00 - \$400.00
Principal Project Manager/Senior Technical Specialist	\$350.00 - \$375.00
Technical Specialist/Senior Project Manager	\$260.00 - \$350.00
Project /Design Manager II	\$210.00 - \$260.00
Project /Design Manager I	\$150.00 - \$210.00
Senior Project Engineer/Designer	\$190.00 - \$280.00
Project Engineer/Designer	\$150.00 - \$190.00
Assistant Project Engineer/Designer	\$95.00 - \$150.00
Engineering Intern	\$70.00 - \$100.00
Senior Structural Engineer	\$190.00 - \$280.00
Structural Engineer	\$140.00 - \$190.00
Senior Electrical/Instrumentation Engineer	\$190.00 - \$280.00
Electrical/Instrumentation Engineer	\$130.00 - \$190.00
Senior Mechanical Engineer	\$190.00 - \$280.00
Mechanical Engineer	\$130.00 - \$190.00
Senior Architect	\$190.00 - \$280.00
Architect	\$120.00 - \$190.00
Senior Environmental/Water Quality Scientist/Modeler	\$180.00 - \$280.00
Environmental/Water Quality Scientist/Modeler	\$90.00 - \$180.00
CADD/BIM Manager	\$175.00 - \$250.00
Senior CADD/GIS Technician/Model Manager	\$155.00 - \$195.00
CADD/GIS Technician	\$75.00 - \$155.00
Construction Manager	\$200.00 - \$265.00
Construction Inspector II	\$160.00 - \$220.00
Construction Inspector I	\$90.00 - \$160.00
Construction Administrator	\$70.00 - \$110.00
Survey Manager	\$160.00 - \$210.00
Survey Technician	\$75.00 - \$160.00
Senior Support Staff/Communications/Public Involvement	\$150.00 - \$260.00
Support Staff/Communications/Public Involvement	\$100.00 - \$150.00
Administration Personnel	\$ 50.00 - \$100.00

**REIMBURSABLE EXPENSES:**

Printing & Reproduction	Cost
Travel	Cost
Personal Vehicle Mileage	Current IRS Rate
Fleet Vehicle Mileage	*HDR Current Annual Rate
Subconsultants	Cost

\*Fleet Vehicle Mileage - determined based on HDR current annual rate, effective 7/1/25, annual rate is 88 cents \*(subject to change)

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

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

**AN ORDINANCE AUTHORIZING RELOCATION OF A CROSSWALK AND SIGNS IN FRONT OF SACRED HEART SCHOOL.**

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

**Section 1.** The current crosswalk and any signs denoting the crosswalk in front of Sacred Heart School shall be moved from its present location west to South Vermont Avenue to a controlled intersection in accordance with MUTCD standards.

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

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

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 6<sup>th</sup> day of April 2026.

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

Approved by the Mayor of the City of Sedalia, Missouri this 6<sup>th</sup> day of April 2026.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

Attest:

\_\_\_\_\_  
Jason S. Myers  
City Clerk



Let's Cross Paths

CITY OF SEDALIA  
TRAFFIC ADVISORY COMMISSION  
REQUEST/SUGGESTION SUBMISSION FORM

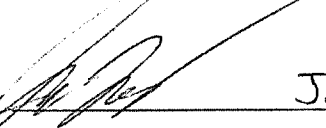
Date: 1-21-26

Submitters Name: Justin Bray, PW Director of Operations

Submitters Address: 901 E. 3rd  
Sedalia, MO 65301

Submitters E-Mail Address: jbray@sedalia.com

Submitters Phone: 666 827-7820

Submitters Signature:  Justin Bray

Request/Reason for Need:  
move to existing mid block crosswalk in  
front of Sacred Heart School west to S.  
Vermont Ave. - follow MUTCD standards and  
move it to a controlled intersection

Public Works Dept. Recommendation:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Public Works Director Signature: \_\_\_\_\_

**TRAFFIC ADVISORY COMMISSION RECOMMENDATION**

The City of Sedalia Traffic Advisory Commission reviewed this request/reason for need on: 17<sup>th</sup> day of Feb, 2020 by a vote of 6 to 0.

The Commission recommends that the City Council: approve the submitted request/reason for need.

Attested to by Commission Chairman [Signature] on 2, 11, 26.

**City Council Action:**

The City of Sedalia, City Council, reviewed the Traffic Advisory Commission Recommendation on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. The City Council \_\_\_\_\_ the Traffic Advisory Commission recommendation.

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

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

**AN ORDINANCE APPROVING AND ACCEPTING CHANGE ORDER NUMBER ONE TO EXTEND COMPLETION DATE FOR INFRASTRUCTURE DEVELOPMENT AGREEMENT.**

**WHEREAS**, the City has received change order number One from Holland Holding Company, LLC to extend the completion date for infrastructure improvements at 521 East 3<sup>rd</sup> Street due to delays related to inclement weather; and

**WHEREAS**, under the change order, the City of Sedalia does not anticipate any impact to the cost of the work related to the extension as more fully described in the proposed change order 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 change order number 1 by and between the City of Sedalia, Missouri and Holland Holding Company, 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 change order 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 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 6<sup>th</sup> day of April 2026.

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

Approved by the Mayor of said City this 6<sup>th</sup> day of April 2026.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers  
City Clerk



Let's Cross Paths

## City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 [www.sedalia.com](http://www.sedalia.com)

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To: Matthew Wirt, City Administrator  
From: Elizabeth Nations, Chief Office Administrator  
Date: March 19, 2026  
Subject: Change Order #1- Infrastructure Development Agreement with Holland Holding Company, LLC

In December 2025, Council approved an Infrastructure Development Agreement with Holland Holding Company, LLC. The purpose of the agreement is for the developer to construct "Infrastructure Improvements" on the property located at 521 E. 3<sup>rd</sup> St. as well as on the adjacent City-owned property. These improvements were determined by the City to serve a public purpose and provide a benefit to the City and its residents.

The project includes the construction, installation, improvement, and expansion of stormwater systems, streets, sidewalks, and street lighting infrastructure along the west and south frontages of the property. The project also includes the dedication of necessary easements to adjacent properties for such infrastructure. Under the terms of the agreement, the City agreed to reimburse Holland Holding Company, LLC for the certified costs of constructing the Infrastructure Improvements, along with applicable interest, in accordance with the agreement executed.

Holland Holding Company, LLC initially established a construction start date of May 15, 2025, with a projected completion date of May 15, 2026. The attached Change Order #1 requests an extension of the completion date to October 1, 2026, due to delays caused by inclement weather that have hindered project progress.

There is no anticipated change in the cost of the work as a result of this extension. The total project cost remains \$627,909.45.



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

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

**AN ORDINANCE AUTHORIZING AN EXTENSION TO THE AGREEMENT FOR ON-SITE GENERATOR MAINTENANCE, INSPECTION AND REPAIR SERVICES.**

**WHEREAS**, the City of Sedalia, Missouri has received a proposal to extend the Agreement by and between the City of Sedalia, Missouri and Martin Energy Group for on-site generator maintenance, inspection and repair services for an additional and final year in accordance with the original agreement as more fully described in the agreement; and

**WHEREAS**, under the proposal, the City of Sedalia, Missouri shall pay Martin Energy Group the sum and amount of Twenty-Seven Thousand Nine Hundred Sixty Dollars (\$27,960.00) for said extension.

**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 1-year extension to the Agreement by and between the City of Sedalia, Missouri and Martin Energy Group 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 any subsequent documentation 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 any subsequent documentation 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 6<sup>th</sup> day of April 2026.

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

Approved by the Mayor of said City this 6<sup>th</sup> day of April 2026.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers, City Clerk



Let's Cross Paths

## City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 [www.sedalia.com](http://www.sedalia.com)

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To: Matthew Wirt, City Administrator  
From: Elizabeth Nations, Chief Office Administrator  
Date: March 23, 2026  
Subject: Contract Extension On-Site Generator Maintenance, Inspection and Repair Services

In December of 2021 the City awarded a contract for all our generator maintenance, inspection and repair services to Martin Energy Group. The initial term was for 16 months (through March 2023), with the option of up to four one-year extensions. Martin Energy Group has consistently provided satisfactory maintenance and repair services since the contract began.

Building Maintenance Staff recommends a fourth and final one-year extension with the renewal cost for a total contract amount of \$27,960.00

FEE SCHEDULE FOR SEMI-ANNUAL AND ANNUAL INSPECTION

Provide a lump sum fee for the semi-annual and annual inspections at each location

Lump sum to be inclusive of travel time. Separate charge for travel is not allowable under this Agreement.  
Maintenance and inspection begins upon arrival at City work site.

*Bid & 1st Year Ext. ✓* | *2nd & 3rd Pr. Ext. ✓*

**PUBLIC WORKS**

Item No.	Manufacturer	Fuel Type	Model #	KW	Unit	No. of Units	Unit Price	Extended Price
1	Kohler (John Deere)	Diesel	MTU 40R0Z171	40	Semi-annual	1	260	300
					Annual	1	350	540
2	Kohler (Ford)	Natural Gas	20R282	19	Semi-annual	1	260	300
					Annual	1	315	370
3	Kohler (John Deere)	Diesel	100R0Z181	100	Semi-annual	2	280	300
					Annual	1	460	480
4	Kohler (John Deere)	Diesel	100RE0ZID	100	Semi-annual	2	280	300
					Annual	1	460	520
5	Onan (Cummins)	Diesel	100DGDB	100	Semi-annual	1	280	300
					Annual	1	460	480
6	Generac	Diesel	SD-100	100	Semi-annual	1	280	300
					Annual	1	490	525
7	Onan (Cummins)	Diesel	DGBB5007070	35	Semi-annual	1	260	300
					Annual	1	355	430
8	MTU	Diesel	DS00600D6SRAH148	600	Semi-annual	2	370	370
					Annual	1	1960	1960
9	MTU	Diesel	DS00600D6SRAH148	600	Semi-annual	2	370	370
					Annual	1	1960	1960
10	Onan (Cummins)	Diesel	DGFC5699457	80	Semi-annual	1	280	300
					Annual	1	445	520
11	Generac	Diesel	SD-100	100	Semi-annual	1	280	300
					Annual	0	590	370
12	Generac	Diesel	SD-100	100	Semi-annual	1	280	300
					Annual	0	590	625
13	Generac	Diesel	SD0150KG176.7D18HPYY	150	Semi-annual	1	300	300
					Annual	0	800	850

Bid for 1st Year Extension | 2nd & 3rd Year Extension

Item No.	Manufacturer	Fuel Type	Model #	KW	Unit	No. of Units	Unit Price	Extended Price
14	Kohler	Diesel	500RE0ZJB	500	Semi-annual	2	370	370
					Annual	1	1040	1040
15	Caterpillar	Diesel	C18	600	Semi-annual	1	370	370
					Annual	0	1215	1100
16	Caterpillar	Diesel	D150	150	Semi-annual	1	300	320
					Annual	0	635	650
17	Caterpillar	Diesel	D175	175	Semi-annual	1	300	320
					Annual	0	640	600
18	Caterpillar	Diesel	175	175	Semi-annual	1	300	320
					Annual	0	1270	1200
19	Caterpillar	Diesel	D150	150	Semi-annual	1	300	320
					Annual	0	1240	1200
TOTAL						35	20,995	

Note: Unit Prices must be provided for all units including those identified as No. of Units at 0.

FACILITIES MAINTENANCE

Item No.	Manufacturer	Fuel Type	Model #	KW	Unit	No. of Units	Unit Price	Extended Price
<del>22</del> 20	Onan (Cummins)	Diesel	DGCG5699456	80	Semi-annual	2	280	300
					Annual	1	765	800
21	Generac	Diesel	SD0175GG1767D18HPYY	175	Semi-annual	1	280	320
					Annual	1	1485	1300
<del>20</del> 22	Caterpillar	Diesel	3006	250	Semi-annual	1	300	320
					Annual	1	1490	1300
23	MTU	Diesel	8V1600 DS400	400	Semi-annual	1	370	370
					Annual	1	1285	1100
TOTAL						10	6,255	

24 MTU Oats Building

300
370

27250 | 27960

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

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

**AN ORDINANCE AUTHORIZING A VEHICLE SALES INVOICE FOR THE CEMETERY DEPARTMENT.**

**WHEREAS**, The City of Sedalia, Missouri, has received a vehicle sales invoice from the Missouri State Highway Patrol for the purchase of a 2022 Ford Explorer Utility AWD for the Cemetery Department; and;

**WHEREAS**, under the terms of the invoice, the City of Sedalia shall pay the sum and amount of Twenty-eight Thousand Dollars (\$28,000.00) to the Missouri State Highway Patrol for said vehicle as more fully described in the vehicle sales invoice 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 vehicle sales invoice by and between the City of Sedalia, Missouri and Missouri State Highway Patrol in substantively the same form and content as the vehicle sales invoice 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 vehicle sales invoice, 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 vehicle sales invoice 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 6<sup>th</sup> day of April, 2026.

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

Approved by the Mayor of said City this 6<sup>th</sup> day of April, 2026.

ATTEST:

\_\_\_\_\_  
Andrew L. Dawson, Mayor

\_\_\_\_\_  
Jason S. Myers, City Clerk

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**Crown Hill Cemetery**  
**DEPARTMENTAL MEMORANDUM**  
**Office of the Cemetery Director**

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**To : City Administrator Matthew Wirt**

**From : Director Roger Waters**

**Date : April 1, 2026**

**Ref : Cemetery 2022 Ford Explorer Utility AWD**

**The purchase of a 2022 Ford Explorer Utility AWD through the MSHP meets City purchasing policy under the Cooperative Procurement Program as this is a form of State Surplus and “similar programs that meet the spirit and intent of these procedures in their process.” The total price of the vehicle is within the Cemetery budget for FY27. I recommend the City purchase the 2022 Ford Explorer Utility AWD from the MSHP for a total of \$28,000.00.**

MISSOURI STATE HIGHWAY PATROL

Fleet & Facilities Division

P.O. Box 568

Jefferson City, MO 65102

VEHICLE SALES INVOICE

Invoice Number: 20260063

Page 1 of 1

Under provisions of 43.260 RSMo, the Missouri State Highway Patrol is authorized to sell the following used vehicles.

(1) Year and Make of Vehicle: 2022 Ford Police Interceptor Utility AWD Title Number: UFC25976
Serial Number: 1FM5K8AB2NGA86212 P Number: 22094 Price: \$28,000.00
Comments:

(2) Year and Make of Vehicle: Title Number:
Serial Number: P Number: Price:
Comments:

(3) Year and Make of Vehicle: Title Number:
Serial Number: P Number: Price:
Comments:

(4) Year and Make of Vehicle: Title Number:
Serial Number: P Number: Price:
Comments:

(5) Year and Make of Vehicle: Title Number:
Serial Number: P Number: Price:
Comments:

Agency: Sedalia Police Dept,

Address: 300 W 3rd St. Sedalia, MO. 65301 660-826-0214

By: Title: Date:

Upon receipt of a check in the amount of \$28,000.00, payable to the Missouri State Highway Patrol, title(s) to the above identified vehicle(s) will be transferred to the above buyer. No guarantee on the used vehicle(s) is expressed or implied by the Missouri State Highway Patrol.

MISSOURI STATE HIGHWAY PATROL

Todd Diehl Fleet Control 4/1/26
By Title Date

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

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

**AN ORDINANCE APPROVING AND ACCEPTING A BID FOR FIRE PROTECTION SYSTEMS/INSPECTION/TESTING/MAINTENANCE/COMPLIANCE REPORTING FOR CITY FACILITIES.**

**WHEREAS**, the City of Sedalia, Missouri has received a bid from Ideal Fire Services, LLC for the purchase of Fire Protection Systems/inspection/testing/maintenance/compliance reporting for City facilities; and

**WHEREAS**, under the bid the City of Sedalia, Missouri shall pay various sums and amounts to Ideal Fire Services, LLC for said services, as more fully described in the bid 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 bid by and between the City of Sedalia, Missouri and Ideal Fire Services, 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 bid, and any other subsequent documentation, 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 bid, and any other subsequent documentation 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 6<sup>th</sup> day of April, 2026.

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

Approved by the Mayor of said City this 6<sup>th</sup> day of April, 2026.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers  
City Clerk

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**Sedalia Fire Department**  
**DEPARTMENTAL MEMORANDUM**  
**Office of the Fire Chief**

---

**To : City Administrator Matthew Wirt**

**From : Fire Chief Matthew Irwin**

**Date : March 23, 2026**

**Ref : Fire protection systems/inspection/testing/maintenance/compliance**

**Earlier this year the City of Sedalia sent out an RFP for fire protection systems for all city buildings. This included inspections, maintenance, and repair of sprinkler systems, hood systems, and fire extinguishers.**

**There was a total of 5 companies that bid for this project. After reviewing all the bid information, 3 companies stood out as the lowest bidders. Although not the lowest bidder in all categories reviewed Ideal Fire Services was the lowest bidder in the majority of services requested.**

**Staff recommends moving forward and approving a contract with Ideal Fire service.**

## ANNEX A

RFP No.: 2026-FPS-001

### INSPECTION & TESTING PRICING SCHEDULE

*(This Annex is a required component of the bidder's proposal)*

#### Instructions to Bidders

Bidders shall complete all applicable fields below. Pricing shall include all labor, testing, documentation, reporting, and administrative costs necessary to maintain compliance with the **2021 International Fire Code (IFC)** and applicable adopted standards.

All pricing shall be firm for the initial contract term unless otherwise stated in the proposal.

#### INSPECTION & TESTING PRICING TABLE

System Service Type	Cost	Preventive Maintenance Included (Y/N)	
Fire Alarm System Base (Provide Number of Devices Included)	\$ 200.00 Includes alarm notification devices and up to 10 Initiating Devices.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Fire Alarm System Additional (Per Device Above Base)	\$ \$5.00 per additional initiating device.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Initiating Device Sensitivity (Per Device)	\$ 200.00 for up to 10 devices. \$20.00 per device after	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Fire Sprinkler System Base (Provide Number of Heads Included)	\$ 200.00 Per System	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	See Clarification Page
Fire Sprinkler System Additional (Per Head Above Base)	\$ 75.00 Per additional riser	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Sprinkler Five (5) Year Internal	\$ \$500.00 per system	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Backflow Prevention Devices	\$ 85.00	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

Commercial Kitchen Hood Suppression Systems	\$ 250.00	Yes <input checked="" type="checkbox"/> NO	See Clarification Page
Portable Fire Extinguishers (Per Extinguisher)	\$10.00	Yes <input checked="" type="checkbox"/> NO	
Extinguisher Six (6) Year Internal (Per Extinguisher)	\$30.00	Yes <input checked="" type="checkbox"/> NO	
Extinguisher Twelve (12) Year Hydrostatic (Per Extinguisher)	\$55.00	Yes <input checked="" type="checkbox"/> NO	
Extinguisher Recharge (Per 10 Pound Extinguisher)	\$ 75.00	Yes <input checked="" type="checkbox"/> NO	
Extinguisher Replacement (Per 10 Pound Amerax ABC)	\$95.00	Yes <input checked="" type="checkbox"/> NO	

<b>Service Calls</b>	<b>Cost</b>	<b>Included In Above</b>
----------------------	-------------	--------------------------

Routine Service Call (Routine Inspections and Testing)	\$ 100.00	See Clarification Page
Emergency Service Call (Normal Business Hours)	\$ 115.00	See Clarification Page
Emergency Service Call (Nights & Weekends)	\$ 150.00	See Clarification Page
Emergency Service Call (Holiday)	\$ 200.00	See Clarification Page

<b>Response Times</b>	<b>Hours</b>	<b>Availability</b>
-----------------------	--------------	---------------------

Emergency Service Call (Normal Business Hours)	7am - 5pm	<input checked="" type="checkbox"/> Yes No
Emergency Service Call (Holidays, Nights & Weekends)	Outside 7am-5pm	<input checked="" type="checkbox"/> Yes No

**Pricing Assumptions / Clarifications (If Any)**

Supplementary pages for clarifications are acceptable if needed.

See Attached Clarification Page 4.

**Bidder Acknowledgment**

By submission of this Annex, the bidder certifies that the pricing provided is complete, accurate, and submitted in accordance with the requirements of the RFP.

**Company Name:** Ideal Fire Services LLC

**Authorized Representative:** Samantha Hood

**Signature:** 

**Date:** 1/30/2026

## City of Sedalia RFP 2026 FPS 001 Pricing Clarifications

Service Call in City of Sedalia RFP 2026 FPS 001 is defined as a labor rate.

Each Service call (outside of annual/semi annual inspections) will be charged the following service charge fees:

Routine Service Charge Fee:	\$50.00
Emergency Service Charge Normal Business Hours Fee:	\$85.00
Emergency Service Charge Night/Weekend Fee:	\$150.00
Emergency Service Charge Holiday Fee:	\$200.00

Normal Business Hours are defined as the following:

Monday through Friday 7am to 5pm

Nighttime Hours are defined as the following:

5pm - 7am

Weekend Hours are defined as the following:

Friday 5pm through Monday 7am

Holidays observed by Ideal Fire Services

New Years Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving and the Friday following

Christmas Eve and Christmas Day

Fire Sprinkler System Base:

Ideal Fire Services does not charge per sprinkler head but charges per system and additional riser(s).

Hood Suppression System clarifications

\$250.00 includes the inspection of the hood suppression system. Fusible links will be charged separately at the following rate:

360° \$20.00/link

450° \$25.00/link

500° \$30.00/link

Compliance Engine Fee

Ideal Fire Services will charge a \$30.00 report fee per report submitted per premise.

FIRE PROTECTION SYSTEMS									
INSPECTION, TESTING, MAINTENANCE & COMPLIANCE REPORTING									
FEBRUARY 12, 2026 4:00 P.M.									
MAYOR'S CONFERENCE ROOM									
System Service Type	Cost	Preventive Maintenance Included	Cost	Preventive Maintenance Included	Cost	Preventive Maintenance Included	Cost	Preventive Maintenance Included	Cost
Fire Alarm System Base	\$275.00	No	\$200.00	No	\$82.00	Marmic Only - Alarm Service call			
Fire Alarm System Additional	\$4.00	No	\$5.00	No	\$6.60		\$500.00/10 Devices	No	\$300.00 (25 devices)
Initiating Device Sensitivity	\$10.00	No	\$200.00	No	\$36.00		\$18.00 (Tru Test)	No	\$5.00
Fire Sprinkler System Base	\$400.00	No	\$200.00	No	\$82.00	Marmic Only - Sprinkler call service			
Fire Sprinkler System Additional	\$125.00	No	\$75.00	No					\$350.00 (First Riser)
Sprinkler Five (5) Year Internal	\$625.00; if LIR is needed \$725.00	No	\$500.00	No					\$175.00 (Add'l Riser)
Backflow Prevention Devices	\$85.00	No	\$85.00	No	\$119.00				\$700.00
									\$85.00
Commercial Kitchen Hood Suppression Systems	\$99.00/Tank	No	\$250.00	No	\$155.00	Marmic Only - Annual Insp. Wet Sprinkler			\$300.00
Portable Fire Extinguishers	\$6.50	No	\$10.00	No	\$8.00				\$12.00
Extinguisher Six (6) Year Internal	\$16.00	No	\$30.00	No	\$65.00	Maint 5lb Dry Chem			\$5.00
Extinguisher Twelve (12) Year Hydrostatic	\$20.00	No	\$55.00	No	\$84.00	Maint 10lb Dry Chem			\$15.00
Extinguisher Recharge	\$20.00	No	\$75.00	No	\$91.00				\$50.00





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

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

**AN ORDINANCE APPROVING AND ACCEPTING A BID FOR FIRE ALARM REMOVAL/REPLACEMENT FOR THE MUNICIPAL BUILDING.**

**WHEREAS**, the City of Sedalia, Missouri has received a bid from Ideal Fire Services, LLC for Fire Alarm removal/replacement for the Municipal Building; and

**WHEREAS**, under the bid the City of Sedalia, Missouri shall pay the sum and amount of not to exceed Forty-seven Thousand Five Hundred Twenty-two dollars (\$47,522.00) to Ideal Fire Services, LLC for said Fire Alarm removal/replacement, as more fully described in the bid 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 bid by and between the City of Sedalia, Missouri and Ideal Fire Services, 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 bid, and any other subsequent documentation, 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 bid, and any other subsequent documentation 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 6<sup>th</sup> day of April, 2026.

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

Approved by the Mayor of said City this 6<sup>th</sup> day of April, 2026.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers  
City Clerk

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**Sedalia Fire Department**  
**DEPARTMENTAL MEMORANDUM**  
**Office of the Fire Chief**

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**To : City Administrator Matthew Wirt**

**From : Fire Chief Matthew Irwin**

**Date : March 23, 2026**

**Ref : Municipal building fire alarm removal/replacement**

Earlier this year the City of Sedalia sent out an RFP for removal/replacement of the fire alarm system of the municipal building. This would bring the municipal building up to current code and fix any issues the current system has.

There were two bidders for this project.

Staff recommends that Ideal fire Services be awarded this project as they are low bidder with a quoted cost of \$47,522.00.



February 26, 2026

Ref: City of Sedalia Municipal Building Fire Alarm Project.

We are pleased to provide the following proposal. This proposal includes the design, material, and labor to complete the fire alarm system in the City of Sedalia Municipal Building in Sedalia MO. The scope of work and pricing below reflects a lump sum price for the full fire alarm system.

**Scope of Work:**

1- Ideal Fire Services proposed scope of work includes design, equipment, Labor, and materials required to complete the proposed Fire Alarm System per NFPA and local AHJ guidelines.

**Pricing:**

Item	Price	Description
1	\$47,522.00	See Line 1 In Scope of Work Section Above

**Exclusions:**

- Out of scope work is not included.
- Fire Alarm Only
- Elevator interface and programming. (We will provide the detection and relays, but a certified elevator tech will need to make the final modifications to the elevator controls.)

**Clarifications:**

- Any additional work required outside of this proposal will be billed at our T&M rates (\$115/hr.) (Material+25%)
- Delays resulting in lost time will be billed at our T&M rates.

Best Regards,

Jeff Hood

Owner

Ideal Fire Services

## 15. EVALUATION CRITERIA

Proposals will be evaluated based on:

- Qualifications and experience
- Ability to service multiple system types
- Response times and emergency availability
- Pricing and overall value to the City

**The City of Sedalia retains the right to reject any and all proposals submitted, and to waive any informality contained in any proposal. The City of Sedalia reserves the right to accept the proposal(s) deemed most advantageous to the City.**

## 16. BIDDER CERTIFICATION & SIGNATURE

By signing below, the bidder certifies acceptance of all RFP terms and conditions and that all information submitted is true and accurate.

**Company Name:** Ideal Fire Services LLC

**Authorized Representative (Printed):** Samantha Hood

**Title:** CoOwner

**Signature:** *Samantha Hood*

**Date:** 3/2/2026

**Phone:** 660 221 5030

**Email:** shood@idealfireservices.com

# BID TABULATION

Removal/Replacement Fire Alarm System – Municipal Building  
March 5, 2026 2:00 p.m.  
Council Chambers

**Ideal Fire Services LLC**: 6143 Highway 50 Sedalia, MO 65301

Bid Total: **\$47,522.00**

**Notes:** Out of Scope work is not included; Fire Alarm Only; Elevator interface and programming (Detection & Relays provided but a certified elevator tech will need to make final modifications to elevator controls).

Additional work required outside of proposal will be billed at our T & M rates (\$115/hr.) (Materials +25%); Delays resulting in lost time will be billed at our T & M rates.

---

**Korsmeyer Fire Protection**: 5007 Buffalo Road, Jefferson City, MO 65101

Bid Total: **\$59,860.00**

**Notes:** Exclusions: Painting and patching of wall/ceilings due to the installation or removal of fire alarm devices & wire; Firewatch during any “after hours” – will work diligently and coordinate for as minimal system outage as possible.

---

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

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

**AN ORDINANCE AUTHORIZING AN AGREEMENT FOR TYLER CLOUD/RECORDS MANAGEMENT FOR THE SEDALIA POLICE DEPARTMENT.**

**WHEREAS**, The City of Sedalia, Missouri, has received an Agreement from Tyler Technologies, Inc. for Enterprise Public Safety Computer Aided Dispatch, Records Management, Law Enforcement Mobile, Public Safety Analytics and State Crash Reporting for the Sedalia Police Department; and

**WHEREAS**, under the terms of the agreement, the City of Sedalia shall pay the total sum and amount of Three Hundred Ninety-nine Thousand One Hundred and Forty-two Dollars (\$399,142.00) to Tyler Technologies, Inc. for said software and hardware and a recurring Annual fee of \$239,892.00 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 approves and accepts the agreement by and between the City of Sedalia, Missouri, and Tyler Technologies, Inc. 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 said agreement 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 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 6<sup>th</sup> day of April, 2026.

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

Approved by the Mayor of said City this 6<sup>th</sup> day of April, 2026.

ATTEST:

\_\_\_\_\_  
Andrew L. Dawson, Mayor

\_\_\_\_\_  
Jason S. Myers, City Clerk



**Sedalia Police Department**  
**DEPARTMENTAL MEMORANDUM**  
**Office of the Chief of Police**

**To : City Administrator Matthew Wirt**

**From : Chief David Woolery**

**Date : March 30th, 2026**

**Ref : Tyler Cloud/Records Management Agreement**

**The Sedalia Police Department utilizes Tyler Technologies for Enterprise Public Safety Computer Aided Dispatch, Records Management, Law Enforcement Mobile, Public Safety Analytics and State Crash Reporting. The FY 2027 strategic budget plan prioritized moving solely to Enterprise Public Safety (Cloud) for these services creating system redundancy and immediate maintenance and support functions.**

**The Sedalia Police Department wishes to enter into a contract with Tyler Technologies for all services above at a discounted combined rate and established implementation fees. The total price for all services will be a one-time fee of \$399,142 and recurring annual fee of \$239,892.**

**Staff recommends accepting the contract with Tyler Technologies.**



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client and Tyler are parties to an Additional Software and License Agreement dated July 1, 1997, (the "Original Agreement");

WHEREAS, Client and Tyler now desire to migrate the software products purchased under the Original Agreement, and set forth in the Investment Summary, from an on-premise installation to a SaaS installation, and to replace the Original Agreement with updated terms to reflect the ongoing nature of their relationship, under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **"Affiliated Organization"** means a government entity separate from you, but which will have access to the Tyler Software detailed in Exhibit A under this Agreement. Permissible Affiliated Organizations, if any, are listed in Exhibit A.
- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. Our current Business Travel Policy is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf>.
- **"Client"** means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **"Data"** means your data necessary to use the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users, if any, that are identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to a Third-Party Product.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order

Form, the Effective Date is the date your authorized representative signed the Order Form.

- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“Professional Services”** means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf>.
- **“Third-Party Hardware”** means the third-party hardware, if any, identified in the Investment Summary.
- **“Third-Party Products”** means the Third-Party Software and Third-Party Hardware.
- **“Third-Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third-Party Services”** means the third-party services, if any, identified in the Investment Summary.
- **“Third-Party Software”** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **“Third-Party Terms”** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we,” “us,” “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. **Termination of Original Agreement.** When Tyler makes the Tyler Software set forth in the Investment Summary and licensed pursuant to this Agreement available to the Client for use in live

production, the Original Agreement will terminate by mutual agreement of the parties, as will Tyler's maintenance, support, and/or update obligations for the software included therein.

2. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.
3. **Ownership.**
  - 3.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
4. **Data.**
  - 4.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
  - 4.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
  - 4.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at <https://www.tylertech.com/privacy>) and applicable law.
  - 4.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.
5. **Restrictions.**
  - 5.1. You may not:
    - 5.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;
    - 5.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
    - 5.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or
    - 5.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
    - 5.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our

written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

6. **Software Warranty.** We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.
7. **SaaS Services.**
  - 7.1. *Audit & Compliance.* Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.
  - 7.2. *Service Levels.* The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.
  - 7.3. *Business Continuity.* Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.
  - 7.4. *Security Measures.* We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or

environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance> and, in the event of any change in our status, we will comply with applicable notice requirements.

8. Access by Affiliated Organizations. We will grant each Affiliated Organization, if any, access to the Tyler Software according to the terms of this Agreement, and each such Affiliated Organization must abide by the terms of this Agreement.

### SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with Exhibit B.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.
9. Maintenance and Support Services.
- 9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:
- 9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
  - 9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
  - 9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
  - 9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.
- 9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.
- 9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.
- 9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

## **SECTION D – THIRD-PARTY PRODUCTS**

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.
2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
  - 3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
  - 3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.
4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

## SECTION E – TERM AND TERMINATION

1. Term. The migrated SaaS Services as set forth in Exhibit A to this Agreement are effective as of the Effective Date of this Agreement; provided, however, the SaaS Term shall commence on April 1, 2026 for an initial term of one (1) year, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
  - 2.1. *Failure to Pay Fees*. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.
  - 2.2. *For Cause*. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
  - 2.3. *Force Majeure*. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4. *Lack of Appropriations.* If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

### 1. Intellectual Property Infringement Indemnification.

- 1.1. We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.
- 1.3. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either:
  - 1.3.1. procure the right to continue its use;
  - 1.3.2. modify it to make it non-infringing; or
  - 1.3.3. replace it with a functional equivalent.We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.
- 1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.

### 2. General Indemnification.

- 2.1. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2. To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by your negligence or willful misconduct; or (ii) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.
4. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate; (ii) Automobile Liability of \$1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of \$1,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## **SECTION G – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Performance Issues and Dispute Resolution.**

- 2.1. *Notice.* You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
- 2.2. *Invoice Issues.*
- 2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
  - 2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.
  - 2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.
  - 2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.
  - 2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.
- 2.3. *Dispute Resolution.* You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
4. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.

6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.
7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.
10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified in writing, signed by an authorized representative of the party against whom enforcement is sought.
11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by

proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

15. **Client Lists.** You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
16. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - iii. a party receives from a third party who has a right to disclose it to the receiving party; or
  - iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
17. **Business License.** In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
18. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth of domicile, without regard to its rules on conflicts of law.
19. **Multiple Originals and Authorized Signatures.** This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
20. **Cooperative Procurement.** To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. In such cases, we reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
21. **Data & Insights Solution Terms.** Your use of certain Tyler solutions includes Tyler's Data & Insights

data platform. Your rights, and the rights of any of your end users, to use Tyler’s Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

22. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A** Investment Summary
- Exhibit B** Invoicing and Payment Terms
- Exhibit C** Service Level Agreement
- Exhibit D** Third-Party Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Sedalia, MO

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

Address for Notices:

Tyler Technologies, Inc.  
7701 College Boulevard  
Overland Park, KS 66210  
Attention: Chief Legal Officer

Address for Notices:

City of Sedalia  
200 S. Osage Ave.  
Sedalia, MO 65301-4334  
Attention: \_\_\_\_\_

*With a copy to:*

Tyler Technologies, Inc.  
5101 Tennyson Parkway  
Plano, TX 75024  
Attention: Legal Department



## **Exhibit A Investment Summary**

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: Jodie Hisala  
 Quote Expiration: 7/31/26  
 Quote Name: Sedalia Police Department, MO-EPE

**Sales Quotation For:**  
 SEDALIA, MO CITY OF  
 200 S OSAGE AVE  
 SEDALIA MO 65301-4334  
 Phone: +1 (660) 826-8100

**Annual / SaaS**

Description	Fee	Discount	Annual
<b>Enterprise Public Safety</b>			
Enterprise Public Safety Computer Aided Dispatch + Records Management Standard Core+ Package (CAD + RMS)	\$ 164,000	\$ 31,160	\$ 132,840
Enterprise Report Writing Report Writing (up to 3 print designs)	\$ 30,800	\$ 5,852	\$ 24,948
<b>Enterprise Mobile</b>			
LE Mobile Site License Core+	\$ 35,112	\$ 6,671	\$ 28,441
LE Field Mobile	\$ 225	\$ 43	\$ 182
Fire Mobile Site License Core+	\$ 15,004	\$ 2,851	\$ 12,153
Fire Field Mobile	\$ 225	\$ 43	\$ 182
<b>Data Marts</b>			
CAD Datamart	\$ 8,800	\$ 1,672	\$ 7,128
RMS Datamart	\$ 8,800	\$ 1,672	\$ 7,128
<b>Interfaces</b>			
EagleView (Pictometry)	\$ 3,030	\$ 576	\$ 2,454
MCT Ticket Writer Interface	\$ 0	\$ 0	\$ 0
202S-579438-Z0N5Z2			Page 1

CONFIDENTIAL

Law Enforcement Records Management System			
Public Safety Analytics	\$ 14,925	\$ 2,836	\$ 12,089
Other			
Data Archive	\$ 4,000	\$ 0	\$ 4,000
<b>Enforcement Mobile</b>			
Interface			
Interface: State DOT Crash	\$ 0	\$ 0	\$ 0
Subscription License Fees			
REF License - Desktop (5 Code Enforcement and 1 Animal Control)	\$ 1,240	\$ 0	\$ 1,240
Task: Code Enforcement	\$ 791	\$ 0	\$ 791
Hosting Fee	\$ 747	\$ 0	\$ 747
REF License - PDA (Animal Control)	\$ 207	\$ 0	\$ 207
eCitation - Brazos Rapid Extension Framework - PDA	\$ 1,842	\$ 0	\$ 1,842
Brazos Records Management System Interface - Annual Maintenance	\$ 0	\$ 0	\$ 0
Brazos Interface Annual - Interface:	\$ 881	\$ 0	\$ 881
Server Hosting	\$ 908	\$ 0	\$ 908
<b>TOTAL</b>			<b>\$ 238,159</b>

**Services**

Description	Quantity	Unit Price	Discount	Total
<b>Enterprise Public Safety</b>				
Enterprise Platform Evolution Services Core+	1	\$ 100,000	\$ 0	\$ 100,000
eCrash Migration Services	1	\$ 15,000	\$ 0	\$ 15,000
<b>TOTAL</b>				<b>\$ 115,000</b>

**Third-Party Hardware, Software and Services**

Description	Quantity	Unit Price	Discount	Total	Total Annual
<b>Enterprise Public Safety</b>					
<b>Software</b>					
Embedded Third Party Software (Additional Environment)	1	\$ 8,250	\$ 0	\$ 8,250	\$ 1,733
<b>Hardware</b>					
Redundant VPN Appliance Bundle	2	\$ 6,000	\$ 0	\$ 12,000	\$ 0
<b>TOTAL</b>				<b>\$ 20,250</b>	<b>\$ 1,733</b>

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 238,159
Total Tyler Services	\$ 115,000	\$ 0
Total Third-Party Hardware, Software, Services	\$ 20,250	\$ 1,733
Estimated Travel	\$ 24,000	\$ 0
<b>Summary Total</b>	<b>\$ 159,250</b>	<b>\$ 239,892</b>

**Assumptions**

For additional information, please visit <https://empower.tylertech.com/enterprise-public-safety-specifications.html>  
Standard support for Tyler's Enterprise Public Safety is 8am to 9am est. Emergency support is available 24/7/365 for CAD, Mobile and NCIC for system down critical matters.

Tyler Technologies and AWS are collaborating to empower public sector agencies with advancing digital transformation technologies. As part of this project, AWS is providing a sponsorship credit. Please reach out to your Tyler Technologies account representative to receive further details on the collaboration between AWS and Tyler. Sponsorship credits expire at the end of each calendar year and may not be guaranteed in future years.

**Affiliated Organizations**

Pettis County Sheriff  
Pettis County EMS  
Pettis County Joint Communications  
Pettis County Ambulance District  
Sedalia Fire



## Exhibit B Invoicing and Payment Terms

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

### 1. Tyler Annual Services.

1.1. *SaaS Services.* SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section E(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. Beginning on the commencement of the initial term, Client shall no longer be required to pay annual maintenance and support fees under the Original Agreement.

1.2. On the Effective Date, Invoice No. CI100-00259900 in the amount of \$142,179.12 is voided.

### 2. Tyler Services.

2.1. *Professional Services Generally:* Unless otherwise indicated below, fees for Tyler services are invoiced in accordance with the milestone billing schedule set forth below:

- 25% on the Effective Date
- 25% upon granting Client Access to the Tyler Software in the hosted environment
- 25% completion of Solution Validation
- 25% upon completion of train-the-trainer activity

### 3. Hardware & Third-Party Products.

3.1. *Hardware:* Hardware costs, if any, are invoiced upon delivery.

3.2. *Hardware Maintenance:* The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.3. *Third-Party Services:* Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.4. *Third Party Software.* License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.

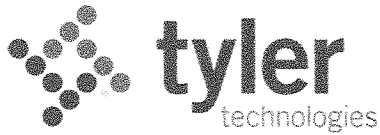
3.5. *Third Party Software Maintenance:* The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.6. *Third-Party SaaS Services.* Third-Party SaaS Services fees, if any, are invoiced on an annual basis,

commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless expressly stated otherwise, pricing for subsequent years will be at then-current rates.

4. **Expenses.** The Investment Summary includes travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



## Exhibit C

# SERVICE LEVEL AGREEMENT

### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar month, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance Window:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

### III. **Service Availability**

#### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

#### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work



with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable quarter. We will respond to your relief request within thirty (30) days of receipt.

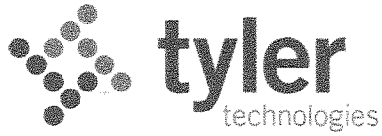
The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

**IV. Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



## Exhibit D Third-Party Terms

**Fire Prevention Mobile Terms.** If applicable, your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: <https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

**Twilio Acceptable Use Policy.** Your use of the Tyler solutions listed below includes functionality provided by a Third-Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand, and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court
- Mobile/Mobility Suite

# Office of the Mayor

TO: Members of City Council  
FROM: Mayor Andrew Dawson  
DATE: March 18, 2026  
RE: New Appointment & Reappointments

I would like to make the following recommendations:

## New Appointment:

BOARD/COMMITTEE	MEMBER	TERM
<b>Galaxy West Community Improvement District</b>		
	Stephanie Taylor	Replacing Blake Fulton Four Year Term 5/27/2026 – 5/26/2030
	Jessica Pyle	Completing Kelvin Shaw's Term Ending 3/21/2028

## Reappointments:

BOARD/COMMITTEE	MEMBER	TERM
<b>Galaxy West Community Improvement District</b>		
	Matthew Iway	Four Year Term 5/27/2026 – 5/26/2030
	Sheryl Giambalvo	Four Year Term 5/27/2026 – 5/26/2030

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

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

**AN ORDINANCE AUTHORIZING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND \_\_\_\_\_.**

**WHEREAS**, the City of Sedalia, Missouri has received a proposal to enter into a development agreement with \_\_\_\_\_ 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 authorizes the development agreement by and between the City of Sedalia, Missouri and \_\_\_\_\_, as the agreement has been proposed.

**Section 2.** The Mayor or City Administrator are hereby 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 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 6<sup>th</sup> day of April, 2026.

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

Approved by the Mayor of said City this 6<sup>th</sup> day of April, 2026.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers  
City Clerk

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

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

**AN ORDINANCE AUTHORIZING A HANGAR PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND \_\_\_\_\_.**

**WHEREAS**, the City of Sedalia, Missouri owns and operates the Sedalia Regional Airport; and

**WHEREAS**, the City of Sedalia, Missouri owns certain land at the Airport on which are located an airplane hangar and other improvements, certain personal property, furniture, fixtures and equipment located on the premises; and

**WHEREAS**, the City of Sedalia, Missouri desires to sell and \_\_\_\_\_, desires to purchase the hangar and property and shall pay the sum and amount of \_\_\_\_\_ to the City of Sedalia, Missouri for the hangar and property as more fully described in the hangar purchase 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 hangar purchase agreement by and between the City of Sedalia, Missouri and \_\_\_\_\_, 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 and any other documents necessary to complete the transfer of the City's interest in the hangar and property to \_\_\_\_\_.

**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 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 6<sup>th</sup> day of April, 2026.

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

Approved by the Mayor of said City this 6<sup>th</sup> day of April 2026.

ATTEST:

\_\_\_\_\_  
Andrew L. Dawson, Mayor

\_\_\_\_\_  
Jason S. Myers  
City Clerk

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

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

**AN ORDINANCE AUTHORIZING A GROUND LEASE AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI, AND \_\_\_\_\_.**

**WHEREAS**, the City of Sedalia, Missouri owns and operates the Sedalia Regional Airport; and

**WHEREAS**, \_\_\_\_\_ has agreed to purchase the hangar located at the Airport through a Hangar Purchase Agreement under a separate Ordinance; and

**WHEREAS**, the City of Sedalia, Missouri desires to lease to \_\_\_\_\_ and \_\_\_\_\_, desires to lease from the City of Sedalia, Missouri, certain land located at the Airport; and

**WHEREAS**, the proposed agreement to \_\_\_\_\_, will be for a \_\_\_\_\_ year lease with \_\_\_\_\_ additional subsequent successive terms of \_\_\_\_\_ years. The lease amount will be \_\_\_\_\_ annually for years \_\_\_\_\_, \_\_\_\_\_ annually for years \_\_\_\_\_ and \_\_\_\_\_ annually for years \_\_\_\_\_; lease amount for optional extended periods shall be renegotiated for each extended term and amount shall not be increased for either option period by more than \_\_\_\_\_ of the amount paid the preceding period. A copy of the proposed agreement is 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 ground lease agreement by and between the City of Sedalia, Missouri and \_\_\_\_\_, 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 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 6<sup>th</sup> day of April, 2026.

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

Approved by the Mayor of said City this 6<sup>th</sup> day of April, 2026.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers  
City Clerk