



City Council Meeting Agenda
Monday, November 4, 2024 – 6:30 p.m.
City Hall, 200 South Osage, Sedalia MO

MAYOR: ANDREW L. DAWSON

MAYOR PRO-TEM: TINA BOGGESS

- A. CALL TO ORDER** – Mayor Dawson – Council Chambers
- B. LEGISLATIVE PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. SERVICE AWARDS**
 - 1. Jeremy Pepin – Fire Lieutenant – Fire – 10 years of service
 - 2. Kelvin Shaw – City Administrator – Administration – 10 years of service
 - 3. Geoffrey Hammond – Equipment Operator II – Street – 5 years of service
 - 4. Kevin Tylar – Police Commander – Police – 5 years of service
- E. SPECIAL AWARDS**
 - 1. Sedalia Police Department – Life Save Recognition – Neva Overstreet
- F. RETIREMENT AWARDS** – None
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
 - A.** Council Meeting – October 21, 2024
- II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES** - None
- III. ROLL CALL OF STANDING COMMITTEES**
 - A. PUBLIC SAFETY** – Chairman Jack Robinson; Vice Chairman Steve Bloess
 - 1. Strategic Planning Presentation: Pettis County Joint Communications Budget (Dannelle Lauder, Presenter)
 - B. PUBLIC WORKS** – Chairman Bob Hiller; Vice Chairwoman Tina Boggess
 - 1. Strategic Planning Presentation – Street/Sanitation/Mowing/Alley Maintenance (Justin Bray, Presenter).
 - 2. Lease Agreement – Farmland Adjacent to Sedalia Regional Airport – Helmig Farms - \$350,000.00
Council Discussion led by Chairman Hiller
 - Call for Ordinance Authorizing an Agreement for the leasing of farmland adjacent to the Sedalia Regional Airport – Mayor Dawson
 - 3. Funding agreement – Missouri Department of Transportation – US Highway 65, Missouri Route B & 32nd Street
Council Discussion led by Chairman Hiller
 - Call for Ordinance authorizing a Missouri Highways and Transportation Commission planning, design, construction and road improvements agreement – Mayor Dawson
 - 4. Aviation Project Consultant Agreement – H.W. Lochner, Inc. – Design of rehabilitation of parallel taxiway for Runway 18/36 & North 500’ of Runway 18/36 - \$88,000.00
Council Discussion led by Chairman Hiller

○ Call for Ordinance authorizing an aviation project consultant agreement – Mayor Dawson

5. Budget Amendment and Repairs – Solar Array – Water Filtration Plant – Budget Amount (\$16,682.00) and quote amount for repairs (\$139,462.00)

Council Discussion led by Chairman Hiller

R Call for Resolution of the City Council of the City of Sedalia, Missouri, stating facts and reasons for the necessity to amend and increase the City’s Annual Budget for Fiscal Year 2025 – Mayor Dawson

○ Call for Ordinance amending the Budget for the Fiscal Year 2024-2025 regarding Water Solar Array repairs – Mayor Dawson

○ Call for Ordinance Approving and Accepting a quote for repair and elevation of Solar Array at The Water Filtration plant – Mayor Dawson

6. Budget Amendment – Repair Washington Street Bridge - \$450,000.00

Council Discussion led by Chairman Hiller

R Call for Resolution of the City Council of the City of Sedalia, Missouri, stating facts and reasons for the necessity to amend and increase the City’s annual Budget for Fiscal Year 2025 - Mayor Dawson

○ Call for Ordinance Amending the Budget for the Fiscal Year 2024-2025 regarding Washington Street Bridge repair – Mayor Dawson

C. FINANCE / ADMINISTRATION – Chairwoman Tina Boggess; Vice Chairman Thomas Oldham

1. Call for General Election – April 8, 2025 – 1 Councilman from each of the four Wards

Council Discussion led by Chairwoman Boggess

○ Call for Ordinance calling a General Election to be held on April 8, 2025 for the purpose of Electing one councilman from each of the four wards in the City of Sedalia, Missouri - Mayor Dawson

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

1. Rebate of Permit Fees – Sedalia School District 200

Council Discussion led by Chairwoman Foster

R Call for Resolution of the City Council of the City of Sedalia, Missouri to rebate permit fees for proposed Sedalia #200 School District projects as an economic development partner in workforce development and sports tourism – Mayor Dawson

IV. OTHER BUSINESS

A. **APPOINTMENTS** - None

B. **LIQUOR LICENSES**

Renewal:

*Paige Shearer dba The Local Tap, 700 South Ohio, Liquor by the Drink, \$450

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

VI. GOOD AND WELFARE - “During the 'Good and Welfare' section of our meeting agenda, we invite residents of Sedalia to step forward and directly address their City Council. Each participant is requested to clearly state their name and address and will have three minutes to present their statement. This session is specifically designed for residents to express their views or concerns; it is not intended for dialogue, debate, or question-and-answer interactions with the Council. All statements made during this time will be formally recorded in the public record. We urge participants to keep their remarks respectful and focused on matters relevant to our community. Your

Click on any agenda item to view the related documentation

contributions are a vital part of our continuous efforts to enrich and improve Sedalia, and we thank you for adhering to these guidelines and helping us maintain the decorum of this important process.”

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

A. Roll Call Vote for Closed Door Meeting

B. Discussion of closed items

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

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

VIII. ADJOURN MEETING

A. Motion and second to adjourn meeting

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

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

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

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

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

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

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

United States (Toll Free): 1 866 899 4679

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

United States: +1 (669) 224-3318

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

Access Code: 578-973-061

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

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

POSTED ON NOVEMBER 1, 2024, AT 3:30 P.M. AT THE SEDALIA MUNICIPAL BUILDING, BOONSLICK REGIONAL LIBRARY, SEDALIA PUBLIC LIBRARY AND ON THE CITY’S WEBSITE AT WWW.SEDALIA.COM



OFFICE OF THE CITY ADMINISTRATOR

To: Honorable Mayor Andrew L. Dawson & City Council Members
From: Kelvin Shaw, City Administrator *KS*
Re: Agenda items for City Council meeting on Monday, November 4, 2024, 6:30 p.m.

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

1. Director Dannelle Lauder will present the Joint Communications Budget. In September of 2020, the City entered into an agreement with Pettis County and Pettis County Ambulance District (PCAD) to provide central dispatch of all 911 services in Pettis County to include Sedalia. This agreement set the basis for a centralized emergency dispatch that is required by the statute as a prerequisite for obtaining an any device fee. Included in this agreement is the process for presenting the budget to each of the parties to gain agreement on funding levels. Entering the agreement, we anticipated the \$1.00 any device fee approved by the voters in 2019 would generate \$500,000 to \$700,000 annually. As we discussed then, the equipment we all were using was severely out of date and beyond its useful life. Therefore, the any device fee was critically important to generate a funding source for a complete redesign of the system to facilitate utilization of technology to make us more effective in handling emergency calls. However, this fee does not cover all the costs to operate the central dispatch. The agreement sets up the process to fill this gap in funding to operate joint communications. The agreement calls for each party to put in their proportionate share to fill the gap up to the following amounts; \$300,000 from Sedalia, \$150,000 from PCAD, and \$200,000 from Pettis County. If an additional gap exists above these levels, the board of directors shall approach each of the parties to gain further approval, and if such approval is granted, the parties would share equally in the excess funding requirements. Each year the proposed budget is presented to the board and then to each of the parties involved, so this is the annual presentation to the City, as called for in the agreement.

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

1. Justin Bray, our Operations Director, will continue this year's presentations of strategic planning for each department. Director Bray will present at this meeting an overview of the plans for the Street, Sanitation / Solid Waste Disposal, and Right of Way Maintenance Departments.

As a reminder, I ask that in each of the individual presentations that they address the following four questions:

- a) Why is the service needed?
- b) Why should the City be doing it?
- c) What level of service are we providing now?
- d) How are we going to accomplish it? In other words, strategies going forward for services including, any major budget requests related to new or expanded initiatives.

These presentations will all lead up to and set the stage for the Council strategic planning session on January 11th (the second Saturday in January). During this session, we review the highlights of each of these individual department strategic plans to bring them together into an overall plan for the City, to include setting relative priorities. This high-level direction from Council then becomes the basis for the budget development to match that strategy. We will then have budget work sessions February through March, culminating with a budget adoption the last meeting in March.

2. The airport has substantial land surrounding the runways as a buffer area in order to limit exposure to safety hazards to and from the operations. To put this land to good use, the City has worked with a local farming operation to lease the ground to produce crops and hay. The current lease is due to expire, and staff has negotiated a new lease with Helmig Farms. This lease term is for five years with an option for clearing an additional nine and a half acres, and will increase the term an additional two years. The rental rate for the approximately 275 acres (215 tillable) is \$50,000 per year. Staff recommends approval of the agreement.
3. Improving the intersection of 65 Highway, State Route B, and 32nd Street has been a very high priority for the City for several years. We were finally able to get the attention of the regional planning commission a couple years ago to elevate the priority rating there as well. With these priority ratings, Representative Pollitt, with the support and assistance of Senator Crawford, was able to carry an initiative through the state budget to allocate \$4.7 Million for this project. Staff has worked with Missouri Department of Transportation (MODOT) to coordinate the approach to making these improvements. MODOT has proposed an agreement to allow the City to manage the project, with their oversight and approvals. The agreement requires approval of Council by ordinance to execute. Staff recommends approval of the ordinance so that we can move forward with this important work. As mentioned earlier, our gratitude goes out to our local state legislators for making this funding available to our community. These much-needed improvements would not be possible without their efforts.
4. The airport utilizes an on-call engineer arrangement to assist with planning and project management for capital improvements. Periodically, we go through the process to select such an engineering firm to consult with. Then, when we are able to secure funding to move projects forward, we can enter an agreement for the specific projects. Derrick Dodson, our Airport Director, has been successful in securing grants to move forward with the rehabilitation of the taxiway and the north section of the runway. Staff recommends approval of the agreement for the design to move these projects forward.
5. In 2022, the solar arrays at the water filtration plant suffered flood damage. The City's insurance covered their adjuster's estimate of the cost to repair the equipment to its original state in the amount of \$90,000. However, staff recommends that as these units are replaced, they also raise the elevation to prevent the reoccurrence of flood damages. During the budgeting process, \$122,780.00 was appropriated for this line item. The sole bid for these repairs and improvements came in at \$139,462.00. Staff recommends approval.
6. As has been discussed with Council, in February of this year, the Missouri Department of Transportation (MODOT) bridge inspectors discovered significant issues with the Washington Street bridge over the railroad tracks. Due to the severity of the findings, the City of Sedalia immediately closed the bridge to all traffic to ensure public safety.

As reported in July, the City has since partnered with HDR, Inc. to develop a comprehensive plan for repairs. As part of Phase I of their recommendations, the bridge was reopened to allow northbound traffic only for a period, with the goal remaining to restore two-way traffic. As part of the next phase of this work to reopen the bridge to two-way traffic, City crews are addressing corrosion by removing paint and rust from the bridge's substructure. While this preliminary work is underway, HDR, Inc. is finalizing detailed plans and specifications for the necessary repairs. To expedite the repair, we have assigned a City crew to begin working on the project; they will need materials, tools, fencing, and other essential supplies to complete the project. Additionally, we must account for the costs of engineering and the final permanent repairs when planning the budget. Current estimates place the repair expenses at a minimum of \$375,000, with engineering costs projected at \$75,000, bringing the total to \$450,000. Since these repairs were not included in the current budget appropriations, a budget amendment is required.

Finance/Administration Committee – There is one item for consideration through the Finance / Administration Committee.

1. In accordance with state statutes, each year Council must, by ordinance, call for a general election to be held for the expiring terms of city elected officials.

Community Development Committee – There is one item for consideration through the Community Development Committee.

1. The City's economic development efforts and successes are largely dependent on work force development, which in turn is dependent upon the Sedalia #200 School District and State Fair Community College (SFCC). Last year Council adopted a resolution to waive the permit fees for the expansion at SFCC that was centered primarily on their programs developing skills that support area businesses. These programs overlap with Smith Cotton High School (SCHS) classes to build these skill sets essential to maintaining the work force necessary to keep the community thriving. SCHS is likewise currently doing a substantial amount of construction that will enhance the skill development of our youth. Further, a good share of the current construction is developing assets that the whole community will benefit from and expanding upon the opportunities for sports tourism, which is another significant driver of our local economy. Thereby, the SCHS projects should be viewed in this light of creating general public benefit and could thereby warrant consideration of assistance from the City. Further, as discussed when setting up the partnership to save the School District funds by helping them with the parking and roadway repairs, the City and School District serves many of the same taxpayers. Dr. Fraley, Superintendent, requested assistance for reductions in the amount of the permit fees for the construction projects. For the reasons stated herein, staff recommends Council adopt a resolution to rebate the permit fees to the Sedalia #200 District for the current projects. Staff recommends a rebate structure, rather than a waiver, for two primary reasons. First, some of the permits have already been obtained and paid for. Second, rebates ensure that the School receives the benefit and the funds do not get buried in the contractors' billings and the savings not passed along to the School.



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
OCTOBER 21, 2024

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

The Council of the City of Sedalia, Missouri duly met on October 21, 2024 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, Thomas Oldham, Chris Marshall, Tina Boggess, Bob Hiller, Bob Cross, Rhiannon Foster, Steve Bloess.

SPECIAL/SERVICE/RETIREMENT AWARDS: None

MINUTES: The Council Meeting minutes of October 7, 2024 were approved on motion by Oldham, seconded by Foster. All in Favor.

The Special Council Meeting minutes of October 14, 2024 were approved on motion by Foster, seconded by Oldham. All in Favor.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:

The Citizens Traffic Advisory Commission Minutes dated September 11, 2024 were accepted on motion by Oldham, seconded by Foster. All in favor

ROLL CALL OF STANDING COMMITTEES:

FINANCE / ADMINISTRATION – Chairwoman Tina Boggess; Vice Chairman Thomas Oldham

Bothwell Regional Health Center – Annual Audit Report

Lori Wightman, CEO of Bothwell Regional Health Center, and Steve Davis, CFO of Bothwell Regional Health Center, presented the annual report on operations and financial conditions of the hospital and clinics.

In reviewing Fiscal Year 2024 by numbers, for every 50.8 patients in the clinics they have 1 admission; total number of unique patient encounters 51,446; Clinic Visits 146,090; ED visits 23,735; surgery totals 3,105 and donations from Bothwell Foundation totaled \$125,297.00.

The Audited Financial Statements show the following negative net margin totals for Fiscal Year 2019 thru Fiscal Year 2024:

- FY 2019 – (\$8,427,630)
FY 2020 – (\$5,531,276)
FY 2021 – (\$848,570)

- FY 2022 – (\$3,577,105)
- FY 2023 – (\$6,172,359)
- FY 2024 – (\$1,456,022)

In 2024, BRHC experienced a positive number for Earnings Before Interest, Depreciation and Amortization for the first time in the 6-year history. This is approximately an \$8.5 Million swing and is primarily related to BRHC's qualification for the 340 (B) program accounting for \$4.3 Million of the amount, a savings on contract labor of \$1.7 Million and changes in Health Insurance which saved \$1.2 Million. In looking at total net margin for FY 2024, there is a loss related to the decrease of Federal Funding programs through FEMA and COVID of \$1.5 Million.

Industry Benchmarks show that the hospital has enough cash to sustain itself for 50 days. Long-term debt is strong at less than 25% and net revenues are over 50%. Debt Service Coverage is stable at 1.5 – 3 times. Earnings before interest, taxes, depreciation and amortization shows lower than expected at less than 5%.

The 340 (B) program was put in place in the early 1990's to assist hospitals serving vulnerable communities to manage rising prescription drug costs. BRHC was one of 5 hospitals that had not qualified due to an aging population and the Medicaid and SSI population. Medicaid expansion assisted in increasing qualification for the Medicaid population. Closure of the hospital's 3rd floor also assisted in reducing Medicare days. Facilities must requalify each year and the hospital was successful in qualifying this year with a score of 12.1. The program requires pharmaceutical manufacturers participating in Medicaid to sell outpatient drugs at reduced pricing to healthcare organizations caring for uninsured or low-income patients. In the first year, BRHC saved \$7.2 Million in the program.

The hospital is currently working on improving patient experience with a goal to be a 5-star hospital. This is being done by engaging employees. The initiative is front line led and supported by management. Improvements have already been showing results. The hospital had been at 2 stars in several areas of patient experience but are already seeing improvements of a 4-star rating in many areas. The hospital is also offering programs to "grow their own" in caregiving through a nurse's aid to RN program which supports the individual during their training; a nursing intern and nursing residency program which supports those who are still in school or are new Grads. The hospital partners with State Fair Community College on a Surgical Scrub Tech program and with University of Missouri for the physician residency program.

The hospital recently received a National Rosy award for their Health Insurance plan based on plan design. The plan not only lowered facility costs but also decreased cost for those covered. BRHC continues to be the only rural family medicine residency program in the state. The 3-year program is full with the first class finishing their residency and graduating next summer. The hospital has also begun exploring population health by lowering cost for Medicare and Medicaid patients through the Accountable Care Organization and the TORCH pilot program.

BRHC has 35 Queen City CAP students from Smith-Cotton High School and the Airstream International Rally raised \$29,000.00 for the BRHC Foundation which sponsored the remodel of a room, a cancer program and purchases for pediatric patients. Community involvement and presence are also important to BRHC and they have participated in the United Way day of Action; Cole Camp Fair; a Fentanyl Forum; and conducted health fairs/flu shot clinics at several area employers.

New and expanded specialties and providers include Dermatology, Family Medicine, Sports Medicine, OMT, Neurology, ENT, Women's Health and Walk-In care. Under Operational Excellence, the health center plans to work toward increasing days cash on hand to be in a better position to improve the facility; invest in people by being more competitive in keeping up with market salaries; make infrastructure updates; and invest in growth. The Hospital will begin their Three-Year Strategic planning process this winter.

Financial Update: Finance Director Jessica Pyle reported on Fiscal Year to Date financials for August. Net Sales, Use and Marijuana Taxes are up \$760,000 Fiscal Year to date or 7.1%. The City budgeted 4% and is over budget by \$330,000. Marijuana Sales tax was an additional 3% tax started at the registers in August of previous year and payments received January 2024 so a comparison will be available in January 2025. Franchise tax is down significantly primarily due to the Charter Settlement on the Streaming video class action suit of \$377,000.00 received in April 2023. The remainder of the \$125,000.00 is related to the decrease in gas tax which is down 42% Fiscal Year to Date. Transportation taxes are higher due to multiple factors. Gasoline tax is higher at 8.2% to date and Vehicle Sales up 8.3% Fiscal Year to Date. Vehicle Fees increased this month to 3.8% over last fiscal year. Property taxes collected are a bit higher fiscal year to date but the majority come in December and January.

PUBLIC WORKS – Chairman Bob Hiller; Vice Chairwoman Tina Boggess

- In connection with the new indoor arena the State Fair is building, there is a need to extend a sewer line to the facility. The extension will be from the fairgrounds along Clarendon, across the Katy Trail, to near Southwest Boulevard. In order to facilitate the construction, easements or license agreements are needed to grant access across the Katy Trail.

BILL NO. 2024-195, ORDINANCE NO. 12151 – AN ORDINANCE AUTHORIZING A SANITARY SEWER LINE LICENSE AGREEMENT was read once by title.

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

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

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

- The Citizen's Traffic Advisory Commission received a request to establish a 3-way stop sign on West 10th Street and Mitchell Road. The Commission voted to recommend approval. Currently, there is a stop sign at the end of Mitchell where it makes a t-intersection with 10th Street. The traffic on 10th is not required to stop at this time.

BILL NO. 2024-196, ORDINANCE NO. 12152 – AN ORDINANCE ESTABLISHING A 3-WAY STOP SIGN ON WEST 10TH STREET AT THE INTERSECTION OF MITCHELL ROAD was read once by title.

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

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

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

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

- In reviewing State Statutes and City Codes regarding the formation of a Plumbing Board and the process to issue plumbing certificates, we noticed that State Statutes prescribe specific fees for certificates. Staff recommends setting City Code at amounts called for by the State at \$5.00 annually for a Master Plumber Certificate and \$1.00 annually for a Journeyman Plumber Certificate.

BILL NO. 2024-197, ORDINANCE NO. 12153 – AN ORDINANCE AMENDING FEES FOR PLUMBING CERTIFICATES was read once by title.

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

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

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

PUBLIC SAFETY – Chairman Jack Robinson, Vice Chairman Steve Bloess

Discussion – SAFER Grant

Fire Chief Matt Irwin stated that in his strategic plan, discussion took place regarding the addition of 2 stations and two squads to the Fire Department. He stated that while the grant application scored well, it did not score high enough to be funded. Despite not being successful in obtaining funding, the City did budget for the addition of personnel and funds that the SAFER Grant would have covered. One squad is coming and one squad is already in place and has run over 145 service calls, or 25% of call volume, in the last 60 days. With both squads in place, it would take about 60% of the load of the Engine crew. Fire Chief Irwin asked Council’s approval to hire six additional personnel. Councilman Cross inquired if the City can reapply for the SAFER Grant and Fire Chief Irwin stated yes but it does not open up until December of this year and we will not know until October of 2025. Council consensus is to move forward with hiring the additional personnel.

APPOINTMENTS: None

BIDS: None

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

New:

*Kristy Long dba Wildlife Ridge Winery, 34751 Miller Road, Smithton, MO, Special Event (Central Bank Christmas Party – The Foundry – 324 W 2nd – 8:00 AM-11:59 PM)

*Stacy Barnes dba WAM KWBT LLC, 301 East Main Street, Cole Camp, MO, Special Event (Jammin Nuggets – Witches Night Out, 115 South Ohio – 5 PM-8:30 PM)

Renewals:

*Paul Beykirch dba County Distributing Co. Inc., 1800 Eagleview Drive, Wholesale Beer

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilwoman Boggess stated that she has received calls regarding the traffic load at Barrett and Beacon by Heber Hunt school at the release of school. To ensure safety for the school, she recommended monitoring due to reports of speeding in that area.

Councilman Bloess responded to the article in the Democrat on the 11th of October involving the Pettis County Commission. This started when the County Commission took the position that they did not have to follow permitting procedures inside City Limits. The City indicated that the County did need to follow permitting procedures. The City Council was presented with options by legal. One was to do nothing and the second was to have a declaratory judgement through the court system. The County delayed the process, filed for continuance, failed to appear and when summary judgement was submitted by the judge, the County hired a new lawyer and continued to fight. When final judgement was reached, all parties agreed that the Civil case cited in the beginning was good law, and the judge was convinced that the withholding of the road and bridge tax money was retaliatory. The City gained access to the County Jail

in order to train and prepare in the event of a fire emergency and the County participated in the 10 year annual structural inspection process. The County has withheld over \$500,000.00 in bridge and road tax funds from the City and if not resolved by January 2025 will climb to over \$730,400.00. The Road and Bridge tax was initiated in 2000 by a cooperative effort between the City and County. It is a ½ cent sales tax with a sunset provision requiring a continuation vote every 5 years. When passed, the tax generated approximately \$1.9 Million in revenue, last year \$4 Million yet the City has received the same amount over the last 20 years. The judge stated that funds withheld need to be returned to the City and ballot language for the sales tax on the upcoming ballot needs to be precise in how funds will be allocated and distributed. Councilman Bloess stated that he will be in the Council Chambers on Wednesday to go over the application the City submitted for the road and bridge funds.

GOOD & WELFARE:

Josh Nelson, 295 Deer Ridge Drive, speaking on behalf of Firefighters Local 103, expressed his gratitude to the Council for voting for additional personnel for the Sedalia Fire Department. His hope is that this is just the beginning of moving public safety forward by expansion of the Fire Department.

Cory City, 1804 South Park, asked Council to open up City Trash service to the free market. Citizens are constantly waiting for better service and there is no incentive for good service if given a monopoly, no accountability for poor service and no recourse for failure. Mr. City also commented on Open records law and stated from the Sunshine law book "all communications are records. The function and the content of the message will determine its retention period. A record is defined as any document, book, paper, photograph, map, recording or other material regardless of physical form or characteristic." So even personal text messages, emails and facebook messages from citizens should be considered a public record.

David Goodson, 1640 Hedge Apple Drive, stated that the issues with the County all started when the City decided to impose regulations and restrictions on County buildings. It is killing development and hurting business. He represents a group of business owners and stakeholders in the community and they are working on finding Candidates who will step up and do the job. Mr. Goodson inquired why his company is listed on a bad contractors list and he will be requesting it.

Christopher Birdsong, 22527 South Highway 65, stated he attended to see how City Council works. His concern is the homeless population and their treatment in this community. He is a former homeless person and ex drug user. It is difficult for those without resources to get the help they need. He encouraged Council to start a dialogue about how to help.

Debbie Covington, 2601 East 12th, stated she was approached about residents leaving "free" items in their yard to give away. The individual had placed a sign on it and the City picked it up and billed them \$80.00. She stated two different individuals stated this has happened to them. While she understands some of the reasoning, why send citizens bills without first communicating with them. Ms. Covington also had a discussion with Councilman Bloess regarding the need for communication and transparency regarding ordinances that are passed so fluidly during council meetings. She was told the public needs to attend committee meetings because that is where the information and discussion is shared. She attends as many as possible but when she came to attend a Public Works Committee meeting, it had been cancelled due to lack of quorum yet the public was not notified. She has also asked for Code to work with citizens to extend time to fix violations, provide a list of contractors and if finances are an issue, provide information for assistance.

Rene Vance, Box 691, Sedalia, stated she is addressing Council as a Candidate for Pettis County. She believes that our representatives need to be taking care of women, senior citizens and education. She feels she is the best candidate because she represents more of the constituents in the City and County. She would appreciate the votes and support.


The meeting adjourned at 7:27 p.m. on motion by Oldham, seconded by Foster to a closed-door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate) and 12 (Negotiated Contracts) of Section 610.021 RSMo. Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No".

The regular meeting reopened and adjourned at 8:27 p.m. on motion by Oldham, seconded by Marshall. All in favor.

THE CITY OF SEDALIA, MISSOURI

A handwritten signature in black ink, appearing to read "Andrew L. Dawson", written over a horizontal line.

Andrew L. Dawson, Mayor

A handwritten signature in black ink, appearing to read "Jason S. Myers", written over a horizontal line.

Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR THE LEASING OF FARMLAND ADJACENT TO THE SEDALIA REGIONAL AIRPORT.

WHEREAS, the City of Sedalia, Missouri has received a proposal to enter into an agreement by and between the City of Sedalia, Missouri and Richard Helmig d/b/a Helmig Farms; and

WHEREAS, under the proposal, the City of Sedalia, Missouri shall receive the sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) over five (5) years payable by January 1 of each year, and consideration therefore, the City of Sedalia, Missouri shall lease approximately two hundred fifteen (215) tillable acres, an additional 60 acres of grassland lying adjacent to the Sedalia Regional Airport and approximately 9.5 acres located at 5209 East Highway 50 to Richard Helmig d/b/a Helmig Farms, as more fully described in the proposed lease 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 Richard Helmig d/b/a Helmig Farms for the leasing of farmland adjacent to the Sedalia Regional Airport.

Section 2. The Mayor is 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 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 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 4th day of November 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 4th day of November 2024.

Andrew L. Dawson, Mayor

Attest:

Jason S. Myers
City Clerk

LEASE AGREEMENT

This Lease made and entered into this ____ day of _____, 20____, by and between the City of Sedalia, Missouri, a municipal corporation, hereinafter designated as "Lessor", and Richard Helmig, d/b/a Helmig Farms, 1496 Butterfield Stage Road, Otterville, Missouri 65348, hereinafter designated as "Lessee", witnessed:

In consideration of promises and agreements hereinafter set forth, the Lessor does hereby Lease to the Lessee and the Lessee does hereby take the premises hereinafter described upon the terms and conditions, as follows:

- 1) Leased Premises. The real estate and premises leased hereunder consists of approximately 215 tillable acres and an additional 60 acres ± of grassland lying adjacent to the Sedalia Regional Airport, generally East of Sedalia, Missouri, and which is not presently or during the term of the Lease utilized by the Lessor for airport operations and approximately 9.5 acres located at 5209 E. Highway 50, Sedalia, Missouri.
- 2) Lessor reserves the right to demand possession of all or part of the Leased Premises at any time for any purpose. In such event, Lessor shall pay reasonable damage for growing crops taken, and agreed value for work done on unplanted land and future rentals hereunder shall be proportionately reduced. Crops shall be rotated according to acceptable agricultural standards to protect the City's land. No poultry or other animal manure shall be used as a fertilizer.

No crops will be grown within 250' from the runway centerline and 400' at runway ends for low growing crops. Tall growing crops of maximum height of 14' would be no closer than 400' of any runway. Under no circumstances is Lessee allowed to grow marijuana, for any use, including medical marijuana, upon Lessor's land.

The additional 60 acres± of grassland shall be maintained by Lessee and/or may be harvested as hay.

If the future "C" Classification, then no crops would be allowed within 1,000' of runway ends and 530' from runway centerlines.

ASOS --For the Automatic Surface Observation System (ASOS), there must be a minimum 100' grassy area with the grass kept at 10" or lower and, for a 500' radius, the crops must be 5' or lower so as not to interfere with the ASOS sensors.

TAXIWAYS & APRON --For B-II Classification the crops and any equipment should not be any closer than 66' right and left of the centerline of taxiways and no closer than 58' from the edge of the apron to crop. Current safety areas marked at 45' from taxiway centerlines and would need to be adjusted when current leases change or for tall growing crops. (Note: Ultimate C-II Classification would also require 66' from taxiway centerline and 58' from apron edge--same as B-II.)

EQUIPMENT --All airport crossings by farm equipment/trucks shall require an escort from airport personnel. All designated parking areas for farm equipment/trucks shall be determined by the Airport Director or his designee. More than three violations of this provision per year could result in cancellation of this contract. Equipment/trucks should never cross active aviation asphalt areas.

- 3) The said Lease Premises shall be used by the Lessee solely for farming and agricultural purposes, and such use shall be such that it will not interfere with or otherwise impair the said airport operations.
- 4) The initial term of this Lease shall be from January 1, 2025 through December 31, 2029 (5-year lease). If the Lessee clears the additional 9.5 acres within two (2) months of this Lease, the Lease will extend an additional two (2) years, expiring on December 31, 2031.
- 5) The rent to be paid by the Lessee to the Lessor is the total amount of Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00), Fifty Thousand Dollars and Zero Cents and One Dollars (\$50,000.00) to be paid on or before January 1, 2025, and Fifty Thousand Dollars and Zero Cents (\$50,000.00) to be paid on or before January 1, 2026, January 1, 2027, January 1, 2028, January 1, 2029, January 1, 2030 and January 1, 2031.
- 6) Rent is payable by January 1 of each year, and if any rent is not received within ten days of its due date for any reason, the amount due shall bear a monthly interest rate of one and one half percent (1.5%), for an annual rate of eighteen percent (18%), such interest to accrue continuously on any unpaid balance due to Lessor by Lessee during the period commencing with the aforesaid due date and terminating with the date on which Lessee makes full payment of all amounts owing to the Lessor at the time of said payment.
- 7) The farming and agricultural operations and the expenses thereof shall be the sole responsibility of the Lessee.
- 8) Lessee shall defend, indemnify, and hold Lessor harmless from and against all claims, losses, actions, causes of actions, demands, and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by Lessee or its agents arising out of or in any way connected with this Lease. All the provisions in this Lease are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.
- 9) During the term of the Lease, Lessee shall maintain liability insurance for bodily injury and property damage in any amount of at least a minimum of \$2,000,000.00 (Two Million Dollars). Lessee shall provide Lessor with copies of said policy. Said

insurance shall not be canceled without thirty (30) days' written notice to Lessor.

- 10) This Lease may not be amended, modified, or otherwise changed or altered except by a writing executed by the Lessee and an authorized representative of Lessor.
- 11) This Lease shall be governed by the laws of the State of Missouri. Jurisdiction and venue for any claim or cause of action arising under this Lease shall be exclusively in the Circuit Court of Pettis County, Missouri, or the Federal District Court for the Western District of Missouri, as appropriate. Lessee submits to the personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to those courts.
- 12) This Lease represents the entire Lease between the Lessor and Lessee. All previous or contemporaneous leases, representations, promises, and conditions relating to this Lease described herein are superseded.
- 13) This Lease is subject to approval by the Federal Aviation Administration.

IN WITNESS WHEREOF, this Lease is executed in Sedalia, Missouri on the date first above written.

CITY OF SEDALIA

By: _____
Andrew Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

SEDALIA REGIONAL AIRPORT

By: _____
_____, Director

LESSEE

By: _____
Richard Helmig

BID TABULATION

Leasing of Airport Farm Land
May 30, 2024 2:00 p.m.
Council Chambers

Lynn and Amy Staus: 2673 South Marshall Ave, Sedalia, MO 65301

Per acre: \$232.00

Per year: \$49,880.00

Per 5 years: \$249,400.00

Derek Twenter: 24652 Arator Road, Smithton, MO 65350

Per acre: \$231.00

Per year: \$49,665.00

Per 5 years: \$248,325.00

Richard Helmig: 1496 Butterfield Stage Road, Otterville, MO 65348

Per year: \$50,000.00

Per 5 years: \$250,000.00

Note: \$2,000.00 over best bid



Robert Taylor
— INSURANCE —

Richard Helms

50,000.⁰⁰ MIN BID

OR

2,000.⁰⁰ OVER your best bid

Paul Helms

Ruth Ferguson, Agent
16401 Rowletta Road
La Monte, MO 65337
Office: (660)-347-5685
Cell: (660)-620-5685

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION PLANNING, DESIGN, CONSTRUCTION AND ROAD IMPROVEMENTS AGREEMENT.

WHEREAS, the City of Sedalia, Missouri has received a proposal to enter into a planning, design, construction and road improvements agreement by and between the City of Sedalia, Missouri and Missouri Highways and Transportation Commission; and

WHEREAS, under the terms of the agreement, the Missouri Highways and Transportation Commission has appropriated Four Million Seven Hundred Thousand Dollars (\$4,700,000.00) to the City of Sedalia, Missouri for the planning, design and construction of an interchange and road improvements on U.S. Highway 65 and Missouri Route B as more fully described in the agreement attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby authorizes the agreement by and between the City of Sedalia, Missouri and Missouri Highways and Transportation Commission as the agreement has been proposed.

Section 2. The City Administrator is 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 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 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 4th day of November 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 4th day of November 2024.

Andrew L. Dawson, Mayor

Attest:

Jason S. Myers
City Clerk

CCO Form: FS34G
Approved: 01/20 (MWH)
Revised: 03/24 (TLP)
Modified: 10/24 (MWH)

Entity: City of Sedalia
Entity Project Number: ST0090
MoDOT Project Number: ST0090
eAgreement #: 2024-09-85385
County/Route Highway 65 and Route B

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
PLANNING, DESIGN, CONSTRUCTION,
AND ROAD IMPROVEMENTS AGREEMENT**

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

WITNESSETH:

WHEREAS, pursuant to Section 4.456 of Truly Agreed to and Finally Passed House Bill 2004 from the 2024 legislative session ("**TAFP HB 2004 (2024)**"), the Missouri General Assembly ("**GA**") has appropriated Four Million Seven Hundred Thousand Dollars (\$4,700,000) in budget stabilization funds to the Commission to be expended for the planning, design, and construction of an interchange, and road improvements on U.S. Highway 65 and Route B in Pettis County ("**Project**"); and

WHEREAS, the Commission will administer the General Revenue ("**GR**") funds for the Project with the understanding that such funds will be used for the purpose of funding the Entity's proposed Project, as provided in TAFP HB 2004 and within this Agreement.

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

(1) PURPOSE AND FUNDING AMOUNT:

(A) The GA appropriated funds for the planning, design, and construction of an interchange and road improvements on U.S. Highway 65 and Missouri Route B in any county with more than forty-two thousand but fewer than forty-four thousand inhabitants and a county seat with more than twenty thousand but fewer than twenty-two thousand inhabitants from GR.

(B) The total amount of this Project, as provided within Section 4.456 of TAFP HB 2004 is Four Million Seven Hundred Thousand Dollars (\$4,700,000). These Project funds are subject to appropriations made by the GA and gubernatorial release of such funds appropriated to the Commission. The Commission will administer funds from the Project in an amount not to exceed Four Million Seven Hundred Thousand Dollars (\$4,700,000), however in the event state funds appropriated within Section 4.456 of TAFP HB 2004 are reduced so that the Commission is incapable of completely satisfying its obligations to the Entity, the Commission may recompute and reduce this Project and the

amount of this Agreement.

(C) The designation of this Project does not create a lump sum quantity contract, but rather only represents the amount of funding available for reimbursement of eligible Program expenses. In no event will the Commission reimburse the Entity for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all Project expenses to ensure that they are eligible Project expenses.

(D) These Project funds are for the planning, design, and construction of an interchange and road improvements on U.S. Highway 65 and Route B in Pettis County costs only. The Entity shall be solely responsible for all ineligible costs.

(2) PROJECT TIME PERIOD: This Agreement provides Project funding for expenditures during State Fiscal Year (SFY) 2025 (July 1, 2024, to June 30, 2025). In the event the funds are re-appropriated by the GA into another SFY, the Program time period will automatically be adjusted to reflect the new SFY.

(3) REQUEST FOR RE-APPROPRIATION OF PROGRAM FUNDS AND EXTENSION OF TIME FOR COMPLETION OF PROJECT: It is anticipated the Four Million Seven Hundred Thousand Dollars (\$4,700,000) provided within Section 4.456 of TAFP HB 2004 will not be fully expended by June 30, 2025, the end of SFY 2025. Therefore, the Commission will request for the re-appropriation of Program funds and extension of time for completion of the Project. If the re-appropriation is not approved by the GA, the Entity is responsible for completing construction of the Project at the Entity's expense.

(4) PURPOSE: The purpose of this Agreement is to coordinate participation by the Commission and the Entity for the identified Project in paragraph (1)(A) of this Agreement, in accordance with Section 4.456 of TAFP HB 2004.

(5) LOCATION AND JOB NUMBER: The proposed Project that is the subject of this Agreement is identified as MoDOT job number ST0090 and Entity job number/name ST0090. The Project is contemplated at the following location:

Planning, design, and construction of an interchange and road improvements on US Highway 65 and Missouri Route B in Pettis County.

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

(6) SCOPE OF WORK: The Entity shall undertake and complete the proposed Project described in the Entity's Scope of Work Statement, which is attached and marked as "**Exhibit B**" and is incorporated herein by reference. The Project will be defined by the Entity's Scope of Work Statement. Any proposed changes to the Entity's Scope of Work, during design or construction of the Project, must be submitted in writing for Commission

review and approval before the changes will be considered eligible for participation in the Project.

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

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

(9) ENTITY REPRESENTATIVE: The Entity's City Administrator is designated as the Entity's representative for the purpose of administering the provisions of this Agreement. The Entity's representative may designate by written notice other persons having the authority to act on behalf of the Entity in furtherance of the performance of this Agreement.

(10) PROJECT RESPONSIBILITIES: With regard to Project responsibilities under this Agreement, the parties agree as follows:

(A) The Entity shall be responsible for design of the Project and shall prepare detailed right-of-way and construction plans and specifications. The plans and specifications shall be prepared in accordance with and conform to Commission requirements and are subject to Commission approval and acceptance.

(B) The Entity shall acquire right-of-way as needed for the Project in accordance with Commission requirements and subject to Commission approval.

(C) The Entity shall be responsible for letting the Project, which includes advertising the Project for bids and awarding the construction contract. The Entity shall award the contract to the lowest, responsive, responsible bidder. The Commission will review all contractors' bids and concur with the selection of the apparent successful bidder prior to the Entity awarding the construction contract.

(D) The Entity shall be responsible for construction of the Project, which includes administration of the construction contract. The Project shall be constructed in accordance with and conform to Commission requirements.

(E) The Entity shall be responsible for inspection of the Project work in accordance with Commission requirements and is subject to the Commission's oversight, approval, and acceptance.

(11) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the Entity agrees as follows:

(A) The Project funds are only eligible to be used for planning, design, Right of Way, construction engineering, and construction, and road improvement contract costs on the Entity's proposed Project in accordance with Section 4.456 of TAFP HB 2004. All other Project costs are ineligible for Project funds and shall be the responsibility of the Entity.

(B) The Commission will reimburse one hundred percent (100%) of the eligible costs in accordance with Section 4.456 of TAFP HB 2004 and in an amount not to exceed four million seven hundred thousand dollars (\$4,700,000).

(C) The Entity shall be responsible for the balance of the planning, design, and construction contract costs in excess of four million seven hundred thousand dollars (\$4,700,000).

(D) The estimated Construction Contract Cost, Project Responsibilities, and Financial Responsibilities are shown in "**Exhibit C**", which is attached hereto and incorporated herein by reference.

(12) REIMBURSEMENT FOR ELIGIBLE EXPENSES: The Commission will reimburse the Entity as discussed in paragraph (11) of this Agreement for Project expenses based on eligible costs.

(A) The Entity may request reimbursement for eligible costs incurred at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be submitted to the Missouri Department of Transportation (**MoDOT**) monthly and shall be supported with invoices and documentation that its providers were paid in full for the work performed.

(B) It is understood and agreed by and between the parties that the Commission shall make no reimbursement payment which could cause the aggregate of all payments under this Agreement to exceed four million seven hundred thousand dollars (\$4,700,000) as approved by the Commission.

(C) The Entity's request for reimbursement must include a construction progress summary that includes an estimated percent complete, list of major items of work completed during the pay period and status of schedule.

(D) Within ninety (90) days of final inspection of the Project funded under this Program, the Entity shall provide to the Commission a final reimbursement request and all financial performance and other reports as required by this Agreement.

(E) If the Commission determines that the Entity was overpaid, the Entity shall remit the amount of overpayment to the Commission.

(F) The Entity must submit reimbursement requests by May 31st of the

Project Time Period to ensure reimbursement by the end of the SFY.

(13) WITHDRAWAL OF PROJECT OFFER: The Commission reserves the right to amend or withdraw this Project offer at any time prior to acceptance by the Entity.

(14) MAINTENANCE:

(A) Upon completion of construction of this Project, the Commission will control and maintain the improved Route 65 and Route B and shall thereafter keep, control, and maintain the same as a part of the State Highway System. Any traffic signals, signs, or other traffic control devices installed on Route B will be turned over to the Commission upon completion of the Project for maintenance. Any aesthetic improvements installed on Route 65 and Route B will be the sole responsibility of the Entity for maintenance as agreed to by the parties by a formal written **Missouri Highways and Transportation Commission Maintenance Agreement** signed and approved by the duly authorized representatives of the parties.

(B) Upon completion of construction of this Project, the Entity shall accept maintenance and control of the improved W 32nd St, Clinton Rd, and Plaza Avenue at no cost or expense whatsoever to the Commission. All obligations of the Commission under this Agreement shall cease upon completion of the Project unless otherwise agreed to by the parties by a formal contract signed and approved by the duly authorized representatives of the parties.

(15) ACQUISITION OF RIGHT OF WAY:

(A) The Entity shall acquire any additional necessary right-of-way required for the Project and in doing so agrees that it will comply with all applicable federal laws, rules, and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(B) The Entity shall transfer ownership to the Commission of all rights-of-way necessary for proper operation and maintenance of the improved Route 65 and Route B as a part of the State Highway System. The Entity shall take all reasonable actions necessary to ensure marketable title to the right-of-way vests in the Commission.

(16) DESIGN PLANS: The Entity shall provide the Commission with a conceptual study setting forth the general analysis and explanation of reasons for design choices. The Entity shall prepare preliminary plans, right of way plans, and final plans, specifications, and cost estimate and provide copies for review and approval by the Commission as design of the Project progresses.

(17) DESIGN AND CONSTRUCTION SPECIFICATIONS: The Entity agrees that all design and construction work under this Project will be in accordance with current Commission policies, procedures, design criteria, and the Missouri Standard

Specifications for Highway Construction. Any proposed exceptions to Commission policies and procedures are subject to the approval of the Commission.

(18) PERMITS: The Entity shall secure any necessary approvals or permits from the Federal Government, the State of Missouri, or applicable Local Public Agency as required to permit the construction and maintenance of the contemplated improvements.

(19) TRAFFIC CONTROL: The plans shall provide for temporary and permanent traffic control using signs, signals, and markings in accordance with the Manual of Uniform Traffic Control Devices (**MUTCD**).

(20) SOLICITATION FOR BIDS AND CONTRACT AWARD: The Entity shall solicit bids for the Project in accordance with plans developed by the Entity, or as the plans may from time to time be modified in order to carry out the work as contemplated. The Entity shall review all contractor bids received and award the contract to the lowest, responsive, responsible bidder. Prior to awarding the contract, the Entity shall obtain concurrence in award from the Commission. The Entity shall not make any award for the project without prior written consent of the Commission.

(21) NOTICE TO PROCEED: After award of the construction contract, the Entity shall provide the Commission with copies of the executed construction contract between the Entity and the contractor, the performance and payment bonds, and any other documentation as required by this Agreement. Upon receipt of all necessary documents, the Commission will authorize the Entity to issue a notice to proceed with construction.

(22) CONSTRUCTION PROGRESS AND INSPECTION: The Entity shall provide and maintain adequate, competent, and qualified engineering supervision and construction inspection at the Project site during all stages of the work to ensure that the completed work conforms with the Project plans and specifications.

(A) The inspection staff shall utilize construction progress and inspection reports to sufficiently document the work and to document proper payments for completed work. Documentation of materials testing and certifications completed shall be included. Project oversight by other personnel does not relieve the Entity of this responsibility.

(B) Prior to final acceptance, the Entity shall provide to the Commission a testing summary report bearing the engineer's seal and including a certification from the engineer that the completed project is in compliance with the plans and specifications.

(23) RECORD DRAWINGS: The Entity shall provide one (1) electronic set of as-built construction drawings on a compact disc in .pdf format copied to a single file (each sheet must be sealed, signed, and dated by the engineer) to the Commission within sixty (60) days upon Project completion.

(24) PROMPT PAYMENT: The Commission and the Entity will require all contractors to pay all subcontractors and suppliers for satisfactory performance of

services in compliance with section 34.057 RSMo, Missouri's prompt payment statute. Pursuant to section 34.057 RSMo, the Commission and the Entity will also require the prompt return of all retainage held on all subcontractors after the subcontractors' work is satisfactorily completed, as determined by the Entity and the Commission.

(25) AUDIT OF RECORDS: The Entity shall maintain all records relating to this Agreement, including but not limited to bidding documents, construction contracts, construction inspection reports, invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(26) NONDISCRIMINATION CLAUSE: The Entity shall comply with all state and federal statutes applicable to the Entity relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d and §2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*).

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

(28) PROJECT SCHEDULE: The Project schedule is shown on the attachment marked as "**Exhibit D**" and is incorporated herein by reference. Any lack of progress which significantly endangers substantial performance of the Project within the specified time shall be deemed a material breach of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. The Commission shall notify the Entity in writing once such a determination is made.

(29) PROJECT ACCEPTANCE AND CERTIFICATION: The Entity shall certify in writing that the project was completed in accordance with all applicable state and federal laws and applicable construction requirements were met. The certification form is shown on the attachment marked as "**Exhibit E**" and is incorporated herein by reference. This certification will be submitted during the final closeout phase of the Project. The Commission will withhold final payment until certification is received.

(30) COMMISSION RIGHT OF WAY: All Project improvements made within Commission-owned right of way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission unless otherwise agreed to by the parties by a formal written **Missouri Highways and Transportation Commission Maintenance Agreement** signed and approved by the duly authorized representatives of the parties.

(31) ENTITY RIGHT OF WAY: All Project improvements made within Entity-

owned right-of-way shall become the Entity's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Entity. The Entity further agrees that the right-of-way provided for any improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right-of-way, and will remove or cause to be removed from such right-of-way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(32) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(33) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(34) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(35) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(36) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(37) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(38) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or immediately after delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to: Missouri Department of Transportation
Attn: Kansas City District Engineer
600 NE Colbern Rd
Lee's Summit, MO 64086

Entity to: City of Sedalia
Attn: City Administrator
200 S Osage Ave
Sedalia, MO 65301

or to such other place as the parties may designate in accordance with this Agreement.

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

(40) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(41) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Entity at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(42) CONFIDENTIALITY: The Entity shall not disclose to third parties confidential factual matters provided by the Commission except as may be required by statute, ordinance or order of court, or as authorized by the Commission. The Entity shall notify the Commission immediately of any request for such information.

(43) NONSOLICITATION: The Entity warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Entity, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(44) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(45) INDEMNIFICATION: To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members, the Missouri Department of Transportation (hereinafter, "MoDOT" or "department"), and department employees, from any claim or liability whether based on a claim for damages

to real or personal property or to a person for any matter relating to or arising out of the Entity's wrongful or negligent performance of its obligations under this Agreement.

(46) INSURANCE:

(A) The Entity is required or will require any contractor procured by the Entity to work under this Agreement:

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

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(47) NOTIFICATION OF CHANGE: The Entity shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

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

(49) NO INTEREST: By contributing to the cost of this Project the Entity gains no interest in the state highway improvements on Route B whatsoever. The Commission shall not be obligated to keep the Project improvements in place if the Commission, in its sole discretion, determines removal or modification of the improvements, is in the best interests of the state highway system. In the event the Commission decides to remove any portion of the completed Project improvements, such as aesthetic items, landscaping, lighting, traffic control devices, or other major and minor roadway improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

(50) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Entity, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Entity

responsible for damages.

(51) STATE WAGE LAWS: The Entity's contractor and its subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this Project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri. The Entity shall take those acts which may be required to fully inform itself of the terms of, and to comply with, any applicable state wage laws.

Remainder of Page Intentionally Left Blank

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

Executed by the Entity on October 22, 2024 (date).

Executed by the Commission on _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SEDALIA

By: _____

By: _____

Title: _____

Title: City Administrator

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: City Clerk

Approved as to Form:

Approved as to Form:

Commission Counsel

By:  _____

Title: City Attorney

Ordinance No.: _____
(if applicable)

EXHIBIT A
LOCATION



EXHIBIT B

SCOPE OF WORK

Project ST0090: For the planning, design, and construction of an interchange and road improvements on US Highway 65 and Missouri Route B in Pettis County.

**EXHIBIT C
FINANCIAL SUMMARY**

Project Name: Sedalia Highway 65 and Route B Interchange Improvements

Project Number: ST0090

Description: Planning, design, construction of an interchange and road improvements on US Highway 65 and Missouri Route B

Project Responsibilities:

Preliminary Engineering/Design	Entity
Right of Way Acquisition	Entity
Bid Letting and Construction	Entity
Utilities	Entity
Construction Engineering	Entity

Financial Responsibilities for General Revenue Eligible :

Governor's General Revenue Funds	\$4,700,000
Total:	\$4,700,000

How are overruns and underruns handled? The Entity shall be responsible for the balance of the cost share eligible project in excess of four million seven hundred thousand dollars (\$4,700,000). Underruns for the project will be based on the pro rata share.

EXHIBIT D

PROJECT SCHEDULE

Task	Date
Date funding is made available or allocated to the recipient	6/28/2024
Solicitation for Professional Engineering Services (advertised)	10/15/2024
Engineering Services Contract Approved	11/20/2024
Plans, Specifications, & Estimate (PS&E) Submittal	2/1/2026
Plans, Specifications, and Estimate (PS&E) Approval	3/1/2026
Advertisement for Letting	5/1/2026
Bid Opening	6/1/26
Construction Contract Award	6/30/26

*Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date is not approximate and a Supplemental Agreement is required to modify this date.

EXHIBIT E



Missouri Department of Transportation

Certification for Acceptance

(Modified for General Revenue Funds)

Funding Recipient:			
Address			
City	State	Zip	
Project Identification Number:			
County	Route	Completion Date	
Project Location			
Type of Improvement			
<p>I hereby certify the Governor's Cost share project identified above has been completed in accordance with all state and federal laws and the following requirements have been met:</p> <ol style="list-style-type: none"> 1. Project field tests were performed in conformity with the governing specifications and the results were in reasonably close conformity with the specifications. 2. The project was constructed substantially in conformity with the plans and specifications. 3. A copy of the Final Invoice and a Final List of Pay Quantities have been submitted to MoDOT. 4. The Funding Recipient has received certification from the Contractor that all lawful claims in connection with the project have been paid and discharged. 5. For projects exceeding \$75,000, all Missouri Prevailing Wage laws were followed and enforced (for a checklist, see Form PW-5 at https://labor.mo.gov/). 			
Signed by an Authorized Representative of the Funding Recipient:	<p>_____ Signature _____ (Date)</p>		

**Where the term "Governor's Cost Share" is referenced, it is understood that General Revenue funds are being utilized.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AVIATION PROJECT CONSULTANT AGREEMENT.

WHEREAS, the City of Sedalia, Missouri has received a proposal to enter into an aviation project consultant agreement by and between the City of Sedalia, Missouri and H.W. Lochner, Inc.; and

WHEREAS, under the terms of the agreement, the City of Sedalia, Missouri shall pay the sum and amount of not-to-exceed Eighty eight Thousand Dollars (\$88,000.00) to H.W. Lochner for design of the rehabilitation of the parallel taxiway for runway 18/36 and the North 500' of runway 18/36 as more fully described in the agreement attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby authorizes the agreement by and between the City of Sedalia, Missouri and H. W. Lochner, Inc. 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 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 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 4th day of November 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 4th day of November 2024.

Andrew L. Dawson, Mayor

Attest:

Jason S. Myers
City Clerk

INTEROFFICE MEMORANDUM

TO: KELVIN SHAW, JASON MYERS

FROM: DERRICK DODSON

SUBJECT: COUNCIL ORDINANCE FOR CONSULTANT AGREEMENT.

DATE: 10/30/24

CC: CC NAME

We have received a grant for our next airport project. This project will consist of the rehabilitation of our current parallel taxiway for runway 18/36 and the north 500' of runway 18/36. The rehabilitation will involve resealing the joints and fixing the areas of concrete that need repair. This will also include repainting the markings on the parallel taxiway and the markings on the entire runway. The total estimated cost is \$580,000 of which we will be responsible for 10%.

The attached is the consultant agreement for the design portion of this project. This portion will be completed during our current fiscal year for a total not to exceed \$88,000, with the city responsible for 10%.

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MoDOT Project No.: 24-020A-1

Airport Name: Sedalia Regional (DMO)
Project No.: 24-020A-1
County: Pettis

AVIATION PROJECT CONSULTANT AGREEMENT
(FEDERAL ASSISTANCE)
(Revision 04/11/2018)

THIS AGREEMENT is entered into by H.W. Lochner, Inc. (hereinafter the "Consultant"), and the City of Sedalia, Missouri, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Sedalia Regional Airport; and

WHEREAS, while neither the Missouri Department of Transportation (MoDOT) nor the Federal Aviation Administration (FAA) is a party to this Agreement, MoDOT and/or FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by MoDOT; and

WHEREAS, the Sponsor intends to accomplish a project at the Sedalia Regional Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) **DEFINITIONS:** The following definitions apply to these terms, as used in this Agreement:

(A) "SPONSOR" means the owner of the airport referenced above.

(B) "SPONSOR'S REPRESENTATIVE" means the person or persons designated in Section (23)(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C) "MoDOT" means the Missouri Department of Transportation, an executive branch agency of state government, which acts on behalf of the Missouri Highways and Transportation Commission.

(D) "CONSULTANT" means the firm providing professional services to the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in Section (23)(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in Section (12) of this Agreement.

(G) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 Code of Federal Regulations (CFR) Part 26, which is certified as a DBE firm in Missouri by MoDOT. Appropriate businesses owned and controlled by women are included in this definition.

(H) "FAA" means the Federal Aviation Administration within the United States Department of Transportation (USDOT), headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the written consent of the Sponsor, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Sponsor either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Sponsor.

(M) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material, and all other things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

(B) The specific services to be provided by the Consultant are set forth in Exhibit II of this Agreement, entitled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a Supplemental Agreement shall be in writing, will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the Supplemental Agreement. Supplemental Agreements must be approved by MoDOT to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth in Exhibit III of this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of Section (3) of this Agreement. The Consultant shall not be liable for any errors, omissions, or deficiencies resulting from inaccurate or inadequate information furnished by the Sponsor which inaccuracies or inadequacies are not detected by the Consultant, unless the errors should have been detected by the Consultant through reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state, and federal laws and regulations governing these services, as published and in effect on the date of

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this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor; and if none are expressly established in this Agreement, published manuals and policies of MoDOT and FAA which shall be furnished by the Sponsor upon request; and, absent the foregoing, manuals and policies of the FAA, as published and in effect on the date of this Agreement.

(B) Without limiting the foregoing, land acquisition, environmental, planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction of the Sponsor project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed design reports, plans and specifications, plans and specifications submitted for review by permit authorities, and plans and specifications issued for construction shall be signed, sealed, and dated by a Professional Engineer registered in the State of Missouri. Incomplete or preliminary plans or other documents, when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the design report, plans and specifications or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the design report, plans and specifications are incomplete or preliminary. When the design report, plans and specifications are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the design report, plans and specifications shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Sponsor's activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the

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deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at the an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Sponsor will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0.0% of the total Agreement dollar value.

(B) Eligibility of DBE's: Only those firms currently certified as DBE's by MoDOT, City of St. Louis/Lambert Airport Authority, Metro, City of Kansas City, and Kansas City Area Transportation Authority are eligible to participate as DBEs on this contract. A list of these firms is available on MoDOT's Office of External Civil Rights webpage at the following address under the MRCC DBE Directory:

http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm

(C) Consultant's Certification Regarding DBE Participation: The Consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to: withholding monthly progress payments; assessing

sanctions; liquidated damages; and/or disqualifying the Consultant from future bidding as non-responsible.

1. Policy: It is the policy of the USDOT and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 apply to this Agreement.

2. Obligation of the Consultant to DBEs: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted agreements and contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

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

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

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

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

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

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

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

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant who is unable to perform satisfactorily with another DBE Subconsultant. Replacement firms must be approved by the Sponsor and MoDOT.

6. Verification of DBE Participation: Prior to the release of the retained percentage by the Sponsor, the Consultant shall file a list with the Sponsor showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Sponsor for noncompliance with 49 CFR Part 26. If the total DBE participation is less than the goal amount stated by the Sponsor, the Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Sponsor, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Subsection (7)(C)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Sponsor to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE

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subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications, and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Sponsor or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation and agrees to use DBE firms to complete at least 0.0% of the total services to be performed under this Agreement, by dollar value. All DBE firms which the Consultant intends to use, including DBE firm participation above and beyond the goal established in Subsection (7)(A), and the type and dollar value of the services each DBE will perform, is as follows:

(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB- CONTRACT	(D) PERCENT APPLICABL E TO DBE GOAL (100%, 60%)	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL (C x D)	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT AMOUNT)
N/A	N/A	N/A	N/A	N/A	N/A

TOTAL DBE PARTICIPATION	\$0	0.0%
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9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Subsection (7)(C)(8) is less than the Sponsor's DBE goal given in Subsection (7)(A), then the Consultant certifies good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in Subsection (7)(A). Documentation of the Consultant's good faith efforts is to be submitted with this Agreement to the Sponsor and a copy submitted to MoDOT.

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS (Subconsultant information):

List all Subconsultant(s) to be used for any piece of work outlined in this agreement, excluding DBE Firms listed in the DBE Participation Subsection (7)(C)(8), DBE Participation Obtained by Consultant, in this agreement. If none, write "N/A" in the first row of the first column.

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT
N/A	N/A	N/A	N/A

(B) The Consultant agrees and shall require the selected Subconsultants to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the Sponsor or any of its authorized representatives (or any authorized representative of MoDOT or the federal government), and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those Subconsultants shall maintain commercial general liability, automobile liability, professional liability and worker's compensation and employer's liability insurance, or alternatively, a comparable umbrella insurance policy submitted to and approved by MoDOT, for not less than the period of services under such subconsultant agreements, and in an amount equal to the

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Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the minimum coverage shall not be less than the following amounts:

1. Commercial General Liability: ~~\$500,000.00~~ **\$505,520.00** per person up to ~~\$3,000,000.00~~ **\$3,370,137.00** per occurrence and in the aggregate;
2. Automobile Liability: ~~\$500,000.00~~ **\$505,520.00** per person up to ~~\$3,000,000.00~~ **\$3,370,137.00** per occurrence and in the aggregate;
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and
4. Professional Liability: \$1,000,000.00, each claim and in the annual aggregate.

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder, and the Consultant shall assume full liability for the services performed by its Subconsultants.

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in Section (9), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any MoDOT-approved DBE Subconsultants under this Agreement upon the request of the Sponsor or MoDOT. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE Subconsultants.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be an actual cost-plus fixed fee agreement if the amount of the agreement between the Consultant and Subconsultant exceeds Twenty-Five Thousand Dollars (\$25,000). Subconsultant agreements for amounts of \$25,000 or less may be lump sum or actual cost-plus fixed fee as directed by the Sponsor.

(9) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described herein until the Consultant receives written authorization in the form of a Notice to Proceed from the Sponsor.

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of **\$88,000**, which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and

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Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Procurement, Management, and Administration of Engineering and Design Related Services. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items in Subsections (9)(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed man hour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all Subconsultant fees, including overhead and profit, when requested by the Sponsor and/or MoDOT. Once the cumulative amount to be paid to a Subconsultant by the Consultant, as full remuneration for the performance of services, as called for in this Agreement and any supplemental agreements hereafter, equals or exceeds Twenty-Five Thousand Dollars (\$25,000), submittal of a separate Exhibit IV, "Derivation of Consultant Project Costs" and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown", prepared to solely reflect the Subconsultant's fees shall be attached hereto and made a

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part of this Agreement, subject to the process described in Section (3) of this Agreement. These Exhibits prepared to reflect the Subconsultant's fees shall be labeled Exhibit IV-A and Exhibit V-A, respectively.

7. The Consultant shall provide a detailed breakdown of all travel expenses, living expense, reproduction expense, and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Sponsor and MoDOT will be required prior to acquisition of reimbursable special equipment.

9. The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the Consultant's receipt of each payment the Consultant receives from the Sponsor. The Consultant agrees further to return retainage payments to each Subconsultant within 15 days after the Subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE Subconsultants.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 30 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one-half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 30 days after the Sponsor's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurred during the period of the Agreement.

(E) The Sponsor may hold a percentage of the amount earned by the Consultant, not to exceed two percent (2%), until 100% of services as required by Section (2), "Scope of Services," of this Agreement are completed and have been received and approved by the Sponsor and MoDOT. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of all services required by Section (2), "Scope of Services," the two percent (2%) retainage will

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be paid to the Consultant. As an alternative to withholding two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account in the amount of said retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the percent retainage will control.

(10) PERIOD OF SERVICE:

(A) The services, and if more than one, then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Consultant and Sponsor will be required to meet the schedules in this Agreement. The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant and no claim for damage shall be made by either party. Requests for extensions of time shall be made in writing by the Consultant before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions. Any extensions or additional costs shall be subject to MoDOT approval.

(C) As used in this provision, the term "delays due to unforeseeable causes" include but are not limited to the following:

1. War or acts of war, declared or undeclared;
2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;
3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;
4. Court proceedings;
5. Changes in services or extra services.

(11) TERMINATION OF AGREEMENT – 2 CFR § 200 Appendix II(B):

(A) Termination for Convenience:

1. The Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Consultant must immediately discontinue all services affected.

2. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

3. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through to the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. To the extent authorized by law and not waiving sovereign immunity, The Sponsor further agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(B) Termination for Default:

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

3. Termination by the Sponsor:

a. The Sponsor may terminate this Agreement, in whole or in part, for the failure of the Consultant to:

i. Perform the services within the time specified in this Agreement or by Sponsor-approved extension;

ii. Make adequate progress so as to endanger satisfactory performance of the Project; or

iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

b. Upon receipt of the notice of termination, the

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Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

c. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through to the date the Consultant receives the termination notice. Compensation will not include anticipated profit from non-performed services.

d. To the extent authorized by law and without waiving sovereign immunity, the Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

e. If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

4. Termination by Consultant:

a. The Consultant may terminate this Agreement in whole or in part if part, if the Sponsor:

i. Defaults on its obligations under this Agreement;

ii. Fails to make payment to the Consultant in accordance with the terms of this Agreement; or

iii. Suspends the Project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

b. Upon receipt of a notice of termination from the Consultant, the Sponsor agrees to cooperate with the Consultant for the purpose of terminating the Agreement or a portion thereof, by mutual consent. If the Sponsor and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the Agreement.

c. In the event of termination due to Sponsor breach, the Consultant is entitled to invoice the Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. To the extent authorized by law and not waiving any sovereign immunity, the The Sponsor agrees to hold the Consultant harmless for errors or omissions in documents that are

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incomplete as a result of the termination action under this clause.

d. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Sponsor upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. The Consultant shall have the right to their future use with written permission of the Sponsor;

2. The Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this Agreement, or under a subgrant or contract under this Agreement; and

II. Any rights of copyright to which Sponsor, its Consultant or Subconsultant purchases ownership with payments provided by this Agreement.

B. Patents. Rights to inventions made under this Agreement shall be determined in accordance with 37 CFR Part 401. The standard patent rights clause at 37 CFR § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs (g)(2) and (g)(3) of the clause shall be deleted; and

III. Subsection (I) of the clause, entitled "communication" shall read as follows: "(I) Communication. All notifications required by this clause shall be submitted to the Sponsor".

IV. The following terms in 37 CFR 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Sponsor without further compensation and without restriction or limitation on their use.

(B) Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor, MoDOT, and/or FAA in data files compatible with AutoCAD Civil3D 2020 (specify CADD version) and Adobe PDF. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60-calendar days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. However, any changes requested by the Sponsor during the 60 calendar day acceptance period that constitute Additional Services under Section (3) shall be compensated in accordance with the terms of the Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

4. The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor, and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Sponsor ~~will~~ **shall** determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and ~~will~~ **shall** decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding, and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Sponsor ~~will~~ **shall** decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor's decisions shall be conclusive, binding, and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

(E) The claims procedure in Subsections (13)(C) and (D) ~~shall~~ **shall** does not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement ~~shall~~ **shall** are not ~~be~~ **be** waived or estopped by the claim's procedure in Subsections (13)(C) and (D).

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(F) Notwithstanding Subsections (13)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(14) SUCCESSORS AND ASSIGNS: The Sponsor and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(15) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Sponsor, MoDOT, and the FAA from all liability, claims, losses, actions, causes of actions, damages, demands, liabilities, and judgments for bodily injury, including death and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and Subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor to the extent arising out of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which result from the negligence of the Sponsor or which constitute betterment of or an addition of value to the construction of the project.

(C) Neither the Sponsor's review, approval, or acceptance of or payment for any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(D) In no event shall the Sponsor be liable to Consultant for special, indirect, or consequential damages, except those caused by the Sponsor's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this Agreement. The maximum liability of the Sponsor shall be limited to the amount of money to be paid by the Sponsor under this Agreement.

(E) Consultant shall indemnify and hold the Sponsor harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

(F) All the provisions in this Agreement are subject to the terms of

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Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

(16) INSURANCE:

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

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

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

1. Commercial General Liability: ~~\$505,520.00~~ ~~\$500,000.00~~ per person up to ~~\$3,370,137.00~~ ~~\$3,000,000.00~~ per occurrence and in the aggregate;

2. Automobile Liability: ~~\$505,520.00~~ ~~\$500,000.00~~ per person up to ~~\$3,370,137.00~~ ~~\$3,000,000.00~~ per occurrence and in the aggregate;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and

4. Professional ("Errors and Omissions") Liability: \$1,000,000.00, each claim and in the annual aggregate.

(D) In lieu of the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above, the Consultant may obtain insurance at all times in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above.

(E) The Consultant shall, upon request at any time, provide the Sponsor with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(F) Any insurance policy required as specified in Section (16) shall be

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written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services. Review of shop drawings and other construction phase services can be added by Supplemental Agreement, agreed to in writing, after design has been completed and the construction contract period has been determined.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

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

(18) NONDISCRIMINATION ASSURANCE: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(A) Compliance With Regulations: The Consultant ~~shall~~ will comply with the "Title VI List of Pertinent Nondiscrimination Acts and Authorities", as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement. In addition, the Consultant shall comply with all state statutes related to nondiscrimination.

(B) Nondiscrimination: The Consultant, with regard to the work performed by it during the Agreement, ~~shall~~ will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant ~~shall~~ will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination

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Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(C) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier shall will be notified by the Consultant of the Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(D) Information and Reports: The Consultant shall will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor, MoDOT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant shall will so certify to the Sponsor, MoDOT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

(E) Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Sponsor shall will impose such contract sanctions as it, MoDOT, or the FAA may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Consultant under this Agreement until the Consultant complies; and/or
2. Cancelling, terminating, or suspending this Agreement, in whole or in part.

(F) Incorporation of Provisions: The Consultant shall will include these nondiscrimination provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant shall will take action with respect to any subcontract or procurement as the Sponsor, MoDOT or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, that if the Consultant becomes involved in, or is threatened with litigation by a Subconsultant or supplier because of such direction, the Consultant may request the Sponsor or the United States to enter into such litigation to protect the interests of the Sponsor or United States.

(H) Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et*

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seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR Part 21 (Non-Discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131-12189) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;

9. The FAA's nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin

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discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq.*).

(19) APPROVAL: This Agreement is made and entered into subject to the approval of MoDOT.

(20) AVIATION FEDERAL AND STATE CLAUSES:

(A) Civil Rights – 49 USC § 47123: The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and any subconsultants from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(B) Trade Restriction Certification – 49 U.S.C. § 50104, 49 CFR Part 30:

1. By execution of this Agreement, the Consultant certifies that with respect to this Agreement, the Consultant:

A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

C. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

2. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

3. The Consultant must provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed

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circumstances. The Consultant must require subconsultants to provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

4. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant:

A. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

B. whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

C. who incorporates in the public works project any product of a foreign country on such USTR list.

5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The Consultant shall agree that it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Consultant has knowledge that the certification is erroneous.

7. This certification is a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, MoDOT or the FAA may direct through the Sponsor cancellation of the Agreement for default at no cost to the Sponsor, MoDOT or the FAA.

(C) Eligible Employees - Executive Order 07-13:

1. The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Sponsor

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has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Sponsor reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

2. The Consultant shall include the above provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Sponsor may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(D) Texting While Driving – Executive Order 13513, DOT Order 3902.10:

1. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

2. In support of this initiative, the Sponsor encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding Three Thousand Five Hundred Dollars (\$3,500) and involve driving a motor vehicle in performance of work activities associated with the project.

(E) Veteran's Preference – 49 USC § 47112(c): In the employment of labor (except in executive, administrative, and supervisory positions), the Consultant and all subconsultants must give preference to covered veterans as defined within Title 49 U.S.C. § 47112. Covered veterans include Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

(F) Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.: All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Consultant has full responsibility to monitor compliance to with the above-referenced statute and regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(G) Occupational Safety and Health Act of 1970 – 20 CFR Part 1910: All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text.

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The Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and its subconsultants' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

(H) Energy Conservation Requirements – 2 CFR § 200, Appendix II(H):

The Consultant and any subconsultants ~~agree to comply~~ shall comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

(I) Debarment and Suspension (Non-Procurement) – 2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility:

1. By executing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this Agreement.

2. The Consultant, by administering each lower tier subconsultant agreement that exceeds \$25,000 as a "covered transaction", must verify each lower tier Subconsultant participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:

A. Checking the System for Award Management at website: <https://www.sam.gov>.

B. Collecting a certification statement similar to the statement in Subsection (20)(I)1.

C. Inserting a clause or condition in the covered transaction with the lower tier Subcontractor.

3. If the Sponsor, MoDOT or the FAA later determines that a lower tier participant failed to disclose to a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the Sponsor, MoDOT or the FAA may pursue any available remedy, including suspension or debarment of the non-compliant participant.

(J) Lobbying and Influencing Federal Employees – 31 U.S.C. § 1352, 2 CFR § 200, Appendix II(J), 49 CFR Part 20, Appendix A:

1. The Consultant certifies by execution of this Agreement, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Consultant shall require that the language of this Subsection (20)(F) be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for each such failure.

(K) Contract Workhours and Safety Standards Act Requirements – 2 CFR § 200 Appendix II (E):

1. Overtime Requirements: No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in Subsection (20)(K)1. above, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the Sponsor and/or the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Subsection (20)(K)1. above, in the sum of Ten Dollars (\$10) for each calendar day on which such individual was required or

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permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Subsection (20)(K)1. above.

3. Withholding for Unpaid Wages and Liquidated Damages: The FAA, MoDOT or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subsection (20)(K)2. above.

4. Subcontractors: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Subsection (20) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Subsection (20).

(L) Breach of Contract Terms Sanctions - 2 CFR §200 Appendix II(A): Any violation or breach of the terms of this Agreement on the part of the Consultant or any Subconsultant may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement. The Sponsor will provide the Consultant with written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of this Agreement. The Sponsor reserves the right to withhold payments to the Consultant until such time the Consultant corrects the breach or the Sponsor elects to terminate this Agreement. The Sponsor's notice will identify a specific date by which the Consultant must correct the breach. The Sponsor may proceed with termination of this Agreement if the Consultant fails to correct the breach by deadline indicated in the Sponsor's notice. The duties and obligations imposed by the Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

(M) Clean Air and Water Pollution Control – 2 CFR 200 § 200, Appendix II(G): The Consultant agrees:

1. To comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387); and

2. To report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency and the FAA.

(N) Certification of Consultant Regarding Tax Delinquency and Felony Convictions: The Consultant certifies that it is not a corporation that:

1. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or

2. Was convicted of a criminal violation under any Federal law within the preceding twenty-four (24) months.

(21) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Pettis County, Missouri. The parties agree that this Agreement is entered into at Sedalia, Missouri and substantial elements of its performance will take place or be delivered at Sedalia, Missouri, by reason of which the Consultant consents to venue of any action against it in Pettis County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all Subconsultants of the Consultant in the performance of this Agreement.

(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor, MoDOT, the FAA, and the Comptroller General of the United States or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11-inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Sponsor: Notices to the Sponsor shall be addressed and delivered to the following Sponsor's representative, who is hereby designated by the Sponsor as its primary authorized representative for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Derrick Dodson, Airport Director
SPONSOR'S NAME	City of Sedalia, Missouri

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SPONSOR'S ADDRESS	City Hall 200 S. Osage Avenue Sedalia, MO 65301		
PHONE	660-826-4128	FAX	660-826-4333
E-MAIL ADDRESS	ddodson@cityofsedalia.com		

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Ian Wright, Project Manager		
CONSULTANT'S NAME	H.W. Lochner, Inc.		
CONSULTANT'S ADDRESS	15717 College Boulevard Lenexa, KS 66219		
PHONE	816-945-5840	FAX	
E-MAIL ADDRESS	iwright@hwlochner.com		

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

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

(25) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement are a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to Consultant's lawyers, accountants, insurers, and such employees, Subconsultants, and agents as may be necessary to allow them to perform services for

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the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information; (2) is received from a third party without any confidentiality obligations; or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

(26) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Sponsor and the Consultant.

(27) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(28) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Sponsor and the Consultant.

(29) ENTIRE AGREEMENT: This Agreement represents the entire agreement between the Sponsor and Consultant. All previous or contemporaneous contracts, agreements, representations, promises, and conditions relating to the Consultant's services described herein are superseded.

(30) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

- (A) Exhibit I: Project Description.
- (B) Exhibit II: Scope of Services.
- (C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance and MoDOT Standards
- (D) Exhibit III: Services Provided by the Sponsor.
- (E) Exhibit IV: Derivation of Consultant Project Costs.
- (F) Exhibit V: Engineering Basic and Special Services - Cost

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Breakdown.

(G) Exhibit VI: Performance Schedule

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, executed by their respective proper officials, on the date last written below.

Executed by the **Consultant** the _____ day of _____, 20____.

Executed by the **Sponsor** the _____ day of _____, 20____.

Consultant:
H.W. Lochner, Inc.

Sponsor:
City of Sedalia, Missouri

By: _____
Signature

By: _____
Signature

Title: Vice President, Aviation

Title: _____

ATTEST:

ATTEST:

By: _____
Signature

By: _____
Signature

Title: Project Manager

Title: _____

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EXHIBIT I

PROJECT DESCRIPTION

Rehabilitate North Runway 18-36 Parallel Taxiway and North 500' of Runway 18-36

Re-Mark North Runway 18-36 Parallel Taxiway and Runway 18-36

EXHIBIT II

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the engineering services enumerated as follows:

The Consultant will produce an engineering design report, construction safety and phasing plan report, construction plans, contract documents/technical specifications, tabulation of construction quantities, and engineer's opinion of probable construction costs. The Consultant will assist the Sponsor with the advertisement for obtaining construction bids, preparation of any addenda during the bidding process, conduct the pre-bid meeting, receipt of bids, and award of the construction contract. The services required for construction administration, observation, and materials testing may be added to this Agreement by Supplement upon completion of the Design Phase Services. All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, together with good engineering practice and applicable FAA Advisory Circulars (ACs), standards, guidance and/or agency orders and MoDOT requirements and changes/revisions current at the time of execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA. The improvements that are being designed on the project shall be consistent with a current and approved Airport Layout Plan.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

The following is a detailed description of the specific services that are required by this Agreement.

A. BASIC SERVICES

1. Preliminary Phase

- a. Coordinate with Sponsor and MoDOT to establish scope, schedule, and budget and conduct pre-design meeting.
- b. Assist Sponsor with preparation and submittal of Grant Application for Federal/State assistance.
- c. Familiarize with record drawings and conduct site visit to assess condition of pavement within project limits.
- d. Assist Sponsor with preparation of Sponsor Certifications.

2. Design Phase – Engineer’s Design Report & CSPP Report

- a. Prepare preliminary design report (bound) and submit to the Sponsor and MoDOT for review and comments. The Sponsor and MoDOT will be provided with electronic copies in PDF format with hard copies provided upon request. At a minimum, the design report will include:
 - Description of work (including AIP participation limits).
 - Listing of applicable design standards and Advisory Circulars.
 - Design considerations for Airport Operational Safety.
 - Existing site conditions including photographs.
 - Pavement marking removal requirements.
 - Pavement rehabilitation recommendations.
 - Pavement marking requirements.
 - Identification of modifications to FAA and MoDOT standards along with the reason(s) and justifications for the modifications.
 - Summary of preliminary project budget including an engineer’s opinion of probably construction cost.
 - Miscellaneous work items (Erosion Control, DBE, Environmental, NAVAID shutdown, etc.)
 - Summary of recommendations.
 - Pre-design meeting minutes.

- b. Prepare preliminary Construction Safety and Phasing Plan (CSPP) report bearing the engineer’s seal and submit to the Sponsor and MoDOT for review and comments. The Sponsor and MoDOT will be provided with electronic copies in PDF format with hard copies provided upon request. The CSPP report will be prepared in accordance with the guidelines in Chapter 2, “Construction Safety and Phasing Plans” and Chapter 3, “Guidelines for Writing a CSPP” of Advisory Circular (AC) 150/5370-2, “Operational Safety on Airports During Construction”. At a minimum, the CSPP report will include:
 - Introduction, responsibility, project description, and coordination
 - Construction phasing
 - Area and operations affected by construction activity
 - Protection of navigational aids
 - Contractor access
 - Wildlife management
 - Foreign Object Debris (FOD) management
 - Hazardous Materials (HAZMAT) management
 - Notification of construction activities
 - Inspection requirements
 - Underground utilities
 - Penalties

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- Special conditions
 - Runway and taxiway visual aids
 - Markings and signs for access routes
 - Hazard marking, lighting, and signing
 - Work zone lighting for nighttime construction
 - Protection of runway and taxiway safety areas
 - Other limitations on construction
 - Table listing airport operations affected by construction
 - Table listing runway safety dimensions
 - Table listing navigational aid facility impacts
 - Construction safety and phasing plan sheets
- c. Finalize design report and CSPP report with considerations of preliminary review comments from the Sponsor and MoDOT.
- d. Submit the final design report and CSPP report to the Sponsor and MoDOT. The Sponsor and MoDOT will be provided with electronic copies in PDF format with hard copies provided upon request.

3. Design Phase – Plans and Specifications

- a. Prepare construction plans and contract documents/technical specifications in accordance with current MoDOT and FAA standards, and other criteria.

1) Prepare construction plans:

The construction plans and the contract documents/technical specifications will delineate the improvements of the project.

The construction plans will generally include the following:

- Title Sheet
- General Airport Layout Plan and General Notes
- Construction Safety and Phasing Plan
- Construction Safety and Phasing Plan Details
- Summary of Quantities and Pay Item Notes
- Existing Condition Photos
- Pavement Marking Removal Plan
- Pavement Rehabilitation Plan
- Pavement Marking Plan
- Pavement Marking Details

2) Prepare Contract Documents/Technical Specifications.

- 3) Revise plan quantities and preliminary engineer's opinion of probable construction cost and project budget.
 - 4) Submit Preliminary Construction Plans, Contract Documents/Technical Specifications, engineer's opinion of probable construction costs and project budget to the Sponsor and MoDOT for review and comments. The Sponsor and MoDOT will be provided with electronic copies in PDF format with hard copies provided upon request.
 - 5) Finalize Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary review comments from the Sponsor and MoDOT.
- b. Submit a final sealed set of Construction Plans and Contract Documents/Technical Specifications, Engineer's Opinion of Probable Construction Cost and Project Budget to the Sponsor and MoDOT. The Sponsor and MoDOT will be provided with electronic copies in PDF format with hard copies provided upon request.

4. Bidding Phase

- a. Assist the Sponsor with advertisement for bids and send "Notice to Bidders" to prospective contractors. (Sponsor shall place advertisements in appropriate media.)
- b. Print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.
- c. Attend and conduct a pre-bid meeting virtually with MoDOT, Sponsor, and prospective bidders.
- d. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the bidding phase.
- e. Attend and conduct the bid opening, tabulate and analyze bid results, review contractor's qualifications and DBE subcontractor's list provided by the apparent low bidder, prepare project budget, and make recommendation of contract award to Sponsor.

B. SPECIAL SERVICES

1. Administrative Assistance

- a. Assist the Sponsor in coordination with MoDOT to establish a grant providing funding to complete the project.

Airport: Sedalia Regional (DMO)

MoDOT Project No.: 24-020A-1

- b. Assist the Sponsor in preparation of grant reimbursement requests throughout the Project for submittal to MoDOT.
 - c. Coordinate with the Sponsor and MoDOT, and answer questions during the course of the Project.
 - d. Prepare and submit FAA Form 7460 for project limits identified in the CSPP report.
2. Land Disturbance Permit / SWPPP
- a. Prepare Missouri Department of Natural Resources (MoDNR) general permit applications Form E and Form G for construction and land disturbance activity greater than 1 acre. Applications will be provided to the Sponsor for submittal to MoDNR.
 - b. Prepare CATEX letter.

C. CONSTRUCTION SERVICES

These services can be added by Supplemental Agreement per Section (17) of this Agreement.

**EXHIBIT IIA
 CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED
 PROJECTS**

Updated April 18, 2019

View the most current versions of these ACs and any associated changes at
http://www.faa.gov/airports/resources/advisory_circulars/ and
https://www.faa.gov/regulations_policies/advisory_circulars/.

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1-2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Non Primary Airports
150/5100-17, Changes 1-7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operations
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)

Airport: Sedalia Regional (DMO)

MoDOT Project No.: 24-020A-1

150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
105/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5235-4B	Runway Length Requirements for Airport Design

Airport: Sedalia Regional (DMO)

MoDOT Project No.: 24-020A-1

150/5335-5C	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program

Airport: Sedalia Regional (DMO)

MoDOT Project No.: 24-020A-1

150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing & Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports by Individuals with Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150-5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
MoDOT	MoDOT DBE Program- http://www.modot.org/ecr/index.htm

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

The Sponsor, as a part of this Agreement, shall provide the following:

1. Assist the Consultant in arranging to enter upon public and private property as required for the Consultant to perform his services.
2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
3. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.
4. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.
5. Pay all publishing costs for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.
6. Issue Notice to Air Missions (NOTAM's) through the applicable FAA Flight Service Station.
7. Disadvantaged business enterprise (DBE) goals for the project based upon proposed bid items, quantities and opinions of construction costs.
8. Guidance for assembling bid package to meet Sponsor's bid letting requirements.
9. Designate contact person (see Section (23)(A)).

Airport: Sedalia Regional (DMO)

MoDOT Project No.: 24-020A-1

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN

EXHIBIT IV
DERIVATION OF CONSULTANT PROJECT COSTS

REHABILITATE NORTH RUNWAY 18-36 PARALLEL TAXIWAY AND NORTH 500' OF RUNWAY 18-36
RE-MARK NORTH RUNWAY 18-36 PARALLEL TAXIWAY AND RUNWAY 18-36

MODOT PROJECT NO. 24-020A-1
SEDALIA REGIONAL AIRPORT (DMO)
SEDALIA, MISSOURI

BASIC AND SPECIAL SERVICES

October 14, 2024

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	2	\$105.00	\$ 210.00
Project Manager	67	\$99.00	\$ 6,633.00
Design Engineer	128	\$66.00	\$ 8,448.00
Environmental Scientist	6	\$60.00	\$ 360.00
Design Technician	208	\$50.00	\$ 10,400.00
Administrative Assistant	44	\$49.00	<u>\$ 2,156.00</u>
Total Direct Salary Costs			= \$ 28,207.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD

Percentage of Direct Salary Costs @ 169.36% = \$ 47,771.38

3. SUBTOTAL:

Items 1 and 2 = \$ 75,978.38

4. PROFIT:

15% of Item 3 Subtotal = \$ 11,396.76

Subtotal of Items 3 and 4 \$ 87,375.14 *Lump Sum Fee*

5. OUT-OF-POCKET EXPENSES:

a. Mileage	380	miles @ \$0.67/mile = \$	254.60
b. Meals	2	@ \$68.00/day = \$	136.00
c. Motel	0	days @ \$110.00/day = \$	-
d. Mailing & Misc. Expenses		= \$	234.26

Total Out-of-Pocket Expenses = \$ 624.86

6. SUBCONTRACT COST:

a. N/A \$ -

7. TOTAL FEE:

Items 4, 5 and 6 \$ 88,000.00 *Not to Exceed*

**EXHIBIT V
ENGINEERING BASIC AND SPECIAL SERVICES - COST BREAKDOWN**

REHABILITATE NORTH RUNWAY 18-36 PARALLEL TAXIWAY AND NORTH 500' OF RUNWAY 18-36
RE-MARK NORTH RUNWAY 18-36 PARALLEL TAXIWAY AND RUNWAY 18-36

SEDALIA REGIONAL AIRPORT (DMO)
SEDALIA, MISSOURI
October 14, 2024

Classification: Hourly Rate:	Principal \$325.25	Senior Project Manager \$306.67	Design Engineer II \$204.44	Environ. Scientist \$185.86	Technician II \$154.88	Project Coordinator \$151.78	Other Costs
A. BASIC SERVICES							
1. Preliminary Phase:							
Labor Subtotal =	0	8	19	0	8	5	(1,2)
Expense Subtotal =	\$0.00	\$2,453.33	\$3,884.44	\$0.00	\$1,239.06	\$758.92	\$ 264.25
Subconsultant Subtotal =							\$ -
Total Fee = \$ 8,600.00							
CSPR Report:							
Labor Subtotal =	0	17	44	0	77	0	(2)
Expense Subtotal =	\$0.00	\$5,213.33	\$8,995.55	\$0.00	\$11,925.91	\$0.00	\$ 65.21
Subconsultant Subtotal =							\$ -
Total Fee = \$ 26,200.00							
3. Design Phase - Plan							
Labor Subtotal =	2	13	45	0	118	19	(2)
Expense Subtotal =	\$650.50	\$3,985.66	\$9,199.99	\$0.00	\$18,276.08	\$2,883.90	\$ 2.86
Subconsultant Subtotal =							\$ -
Total Fee = \$ 35,000.00							
4. Bidding Phase:							
Labor Subtotal =	0	17	8	0	5	13	(1,2)
Expense Subtotal =	\$0.00	\$5,213.33	\$1,635.55	\$0.00	\$774.41	\$1,973.20	\$ 203.51
Subconsultant Subtotal =							\$ -
Total Fee = \$ 9,800.00							
PART A SUBTOTAL = \$ 79,600.00							
B. SPECIAL SERVICES							
1. Administrative Assis							
Labor Subtotal =	0	10	10	0	0	7	(2)
Expense Subtotal =	\$0.00	\$3,066.66	\$2,044.44	\$0.00	\$0.00	\$1,062.49	\$ 26.40
Subconsultant Subtotal =							\$ -
Total Fee = \$ 6,200.00							
2. SWPPP / Permitting							
Labor Subtotal =	0	2	2	6	0	0	(2)
Expense Subtotal =	\$0.00	\$613.33	\$408.89	\$1,115.15	\$0.00	\$0.00	\$ 62.63
Subconsultant Subtotal =							\$ -
Total Fee = \$ 2,200.00							
PART B SUBTOTAL = \$ 8,400.00							
GRAND TOTAL = \$ 88,000.00							

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Vendor Services

EXHIBIT VI
PERFORMANCE SCHEDULE

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

A. BASIC SERVICES

- | | |
|--|---|
| 1. Preliminary Phase | As Required |
| 2. Design Phase – Engineer’s Design Report & CSPP Report | |
| a.-b. Submittal of Preliminary Reports | (75) calendar days after issuance of NTP. |
| d. Submittal of Final Design Report & CSPP Report | (30) calendar days after receipt of review comments for Item A.2.a-b and Item A.3.a. |
| 3. Design Phase – Plans & Specifications | |
| a. Submittal of Preliminary Plans and Contract Documents/Specifications for review | (75) calendar days after issuance of NTP. |
| b. Submittal of Plans and Contract Documents/Specifications for bidding | (30) calendar days after receipt of review comments for Item A.2.a-b and Item A.3.a. |
| 4. Bidding Phase | As Required |

B. SPECIAL SERVICES

- | | |
|------------------------------------|-------------|
| 1. Administrative Assistance | As Required |
| 2. Land Disturbance Permit / SWPPP | As Required |

C. CONSTRUCTION SERVICES

May be Added by Supplemental Agreement

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI,
STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE
THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2025.**

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

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

WHEREAS, the City Council of the City adopted and approved the City's annual budget for Fiscal Year 2025 in accordance with the requirements of Section 67.010, RSMo, by Ordinance No. 11990 on March 18, 2024, and

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

WHEREAS, expenses for City's operations for Fiscal Year 2025 have been higher than budgeted, but do not exceed revenues plus the City's unencumbered balance brought forward from previous years; and

WHEREAS, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2025 annual budget.

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

Section 1. Expenditures from the City's Water Fund must be increased by a total of \$16,682 above the amount authorized in the adopted annual budget for Fiscal Year 2025. An amendment to increase said budget is necessary for the following facts and reasons:

- A. Repair Solar Array that was damaged in 2022 due to flooding

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

PASSED by the City Council of the City of Sedalia, Missouri, on November 4, 2024

Presiding Officer of the Council

ATTEST: _____
Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2024-2025 REGARDING WATER SOLAR ARRAY REPAIRS.

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

Section 1. The 2024-2025 fiscal year budget beginning April 1, 2024 and ending March 31, 2025 is hereby amended to modify certain budgeted line items as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 4th day of November 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 4th day of November 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
 City of Sedalia
 FY25 Budget Amendment 11/4/2024 Water Solar Array Repairs

Account / Description	Current Budget	Change	Amended Budget	Comments
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Expenditures / Uses of Funds				
62-73-353-01 Filtration Plants	122,780.00	16,682.00	139,462.00	Repair Solar Array at Water Filtration Plant

Total Expenditure Change 16,682.00

Net Increase (Decrease) In Projected Fund Balance (16,682.00)

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR REPAIR AND ELEVATION OF SOLAR ARRAY AT THE WATER FILTRATION PLANT.

WHEREAS, the City of Sedalia, Missouri received a quote from MC Power Companies, Inc., for the repair and elevation of the Solar Array at the Water Filtration Plant; and

WHEREAS, under the quote, the City of Sedalia, Missouri shall pay the sum and of amount of One Hundred Thirty-nine Thousand Four Hundred Sixty-two Dollars (\$139,462.00) to MC Power Companies, Inc., for said repairs as more fully described in the quote attached hereto and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the quote from MC Power Companies, Inc., in substantively the same form and content as the quote has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 4th day of November 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 4th day of November 2024.

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

To: Matt Wirt, Assistant City Administrator
From: William Bracken, Utilities Director
Date: October 23rd, 2024
Subject: Repairs to Solar Array at Water Filtration Plant

On June 1, 2022, the solar array at the City's water filtration plant sustained flood damage. Following the incident, the city received approximately \$90,000 in insurance proceeds to repair the array. However, this amount was insufficient to cover the cost of raising the inverters above the historic flood level.

To address this issue, the Utilities Department recently solicited formal bids for repairing and elevating the solar array. The sole bidder was MC Power Companies from Lees Summit, MO. Their bid of \$139,462 exceeded the budgeted amount of \$122,780 for this project.

Given that the solar array was saving approximately \$5,500 per month on the electricity bill for the Water Filtration Plant, I recommend amending this year's budget and proceeding with the repairs as soon as possible.

Bid Tabulation
Repair and Raise Electrical Inverters on Solar Array
October 17,2024 2 p.m.
Council Chambers

	MC Power Companies, Inc. 510 NE State Route 291 Lee's Summit, MO 64086
Description	Bid Amount
Repair and Raise Electrical Inverters on Solar Array	\$139,462.00
TOTAL	\$139,462.00
Bid Bond	Yes
E-Verify	Yes
NOTES:	Supplier Lead Times for large gear are 8-12wks but could exceed 12+ Wks for replacemnet interior. Lead time verified at time of material order.



510 NE Route 291
Lee's Summit, MO 64086

PHONE: 816-251-4700

**Proposal To Repair Flood Damage at Water Treatment Solar Array –
9-30-2024 – BID ID# IBF-2025-006 Repair and Raise Electrical Inverters On
Solar Array**

Submitted To:	Office of City Clerk Sedalia City Hall 200 South Osage Ave Sedalia, MO 65301	Contact: Jeremy Stone Office #: 660-851-7689 Email: jstone@sedalia.com
Job Name:	IBF 2025-006 Repair & Replace Electrical Inverters on Solar Array	
Job Location:	28200 Waterworkd Rd, Sedalia MO 65301	

BID Price - \$139,462.00

MC Power Companies proposes the following bid clarifications per RFP Scope of Work:

- Replace 8 of 9 inverters that were damaged
 - Inverters to be same SMA brand as existing
 - All inverters to be raised in height so top side of inverter is even (as close a possible) to top/high side of solar modules
 - Inverters are currently in stock at time of bid submission
- Replace PV Ag Panel Interior
 - **Note that supplier lead times for large service gear are averaging 8-12wks minimum but could exceed 12+ weeks for replacement interior.**
 - **Lead time to be verified at time of material order**
 - Existing equipment cabinet/enclosure to be reused
 - Raise Ag panel up above previous flood line
 - Install new steel pipes to raise up AG panel to needed height
 - Future access via ladder, no secondary walkways included.
- Replace communications box/equipment

- Repair of existing communication box equipment and install of new parts as needed.
- Coordinate setup of monitoring
- String test complete system
 - String testing will determine any damage not found from visual inspection
 - Solar Module, wire, or other component replacement excluded in above pricing if damaged is found after string testing
 - Will coordinate with City based on results of string test and create additional scope out line and pricing for resolution of any issues uncovered.

Authorized Signature

_____ Date _____

Printed Name/ Title

MC Authorized Signature



Printed Name/Title

Jeremy Merz

Sr Project Manager

jmerz@mcpower.com
816-719-1975

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI,
STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE
THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2025.**

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

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

WHEREAS, the City Council of the City adopted and approved the City's annual budget for Fiscal Year 2025 in accordance with the requirements of Section 67.010, RSMo, by Ordinance No. 11990 on March 18, 2024, and

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

WHEREAS, expenses for City's operations for Fiscal Year 2025 have been higher than budgeted, but do not exceed revenues plus the City's unencumbered balance brought forward from previous years; and

WHEREAS, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2025 annual budget.

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

Section 1. Expenditures from the City's Capital Projects Fund must be increased by a total of \$450,000 above the amount authorized in the adopted annual budget for Fiscal Year 2025. An amendment to increase said budget is necessary for the following facts and reasons:

- A. Repair Washington Street Bridge.

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

PASSED by the City Council of the City of Sedalia, Missouri, on November 4, 2024

Presiding Officer of the Council

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

To: Kelvin Shaw, City Administrator
From: Matthew Wirt, Assistant City Administrator
Date: October 29, 2024
Reference: Washington Street Bridge Budget

In February 2024, during a routine inspection, Missouri Department of Transportation (MODOT) bridge inspectors discovered significant issues with the Washington Street bridge over the railroad tracks. Due to the severity of the findings, the City of Sedalia immediately closed the bridge to all traffic to ensure public safety.

The City has since partnered with HDR, Inc. to develop a comprehensive plan for repairs. Initially, the bridge was reopened to allow northbound traffic only, but the goal is to restore two-way traffic. As part of the first phase of this work, City crews are addressing corrosion by removing paint and rust from the bridge's substructure. While this preliminary work is underway, HDR, Inc. is finalizing detailed plans and specifications for the necessary repairs.

To expedite the repair, we have assigned a City crew to begin the project, they will need materials, tools, fencing, and other essential supplies to complete the project. Additionally, we must account for the costs of engineering and the final permanent repair when planning the budget. Current estimates place the repair expenses at a minimum of \$375,000, with engineering costs projected at \$75,000, bringing the total to \$450,000. Since these repairs were not included in the FY25 budget, a budget amendment is required.

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2024-2025
REGARDING WASHINGTON STREET BRIDGE REPAIR.**

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

Section 1. The 2024-2025 fiscal year budget beginning April 1, 2024 and ending March 31, 2025 is hereby amended to modify certain budgeted line items as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 4th day of November 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 4th day of November 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
 City of Sedalia
 FY25 Budget Amendment 11/4/2024 Washington Street Bridge Repair

Account / Description	Current Budget	Change	Amended Budget	Comments
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Expenditures / Uses of Funds				
15-32-353-39 Construction Fund Bridge	-	450,000.00	450,000.00	Repair Washington Street Bridge
Total Expenditure Change		<u>450,000.00</u>		
		<u>(450,000.00)</u>		Net Increase (Decrease) in Projected Fund Balance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE CALLING A GENERAL ELECTION TO BE HELD ON APRIL 8, 2025 FOR THE PURPOSE OF ELECTING ONE COUNCILMAN FROM EACH OF THE FOUR WARDS IN THE CITY OF SEDALIA, MISSOURI.

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

Section 1. A municipal non-partisan general election shall be held on Tuesday, April 8, 2025 in the City of Sedalia, Missouri for the purpose of electing one Councilman from each of the four wards in the City of Sedalia, Missouri.

Section 2. The said municipal general election shall be held in accordance with the laws of the State of Missouri and the Ordinances of the City of Sedalia, Missouri, and the said election shall be conducted by the County Clerk of Pettis County, Missouri. Filing of declarations of candidacy may begin on December 10, 2024 at 8:00 a.m. and will be accepted, thereafter Monday through Friday excluding holidays, from 8:30 a.m. until 5:00 P.M. on December 31, 2024 at the City Clerk's office.

Section 3. At or before 5:00 P.M. on January 28, 2025, the City Clerk shall give notice of the said municipal general election to the County Clerk, including a sample ballot for the said municipal general election duly certifying the candidates at the said election.

Section 4. This ordinance shall take effect and be in full force and effect from and after its passage by the City Council and approval by the Mayor.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 4th day of November, 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 4th day of November, 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI TO REBATE PERMIT FEES FOR PROPOSED SEDALIA #200 SCHOOL DISTRICT PROJECTS AS AN ECONOMIC DEVELOPMENT PARTNER IN WORKFORCE DEVELOPMENT AND SPORTS TOURISM.

WHEREAS, Sedalia #200 School District (District) is an integral partner with the City in its economic development efforts as a focal point and provider of work force development services; and

WHEREAS, to further expand and improve its capabilities in such work force development, along with creating assets to increase sports tourism opportunities, the District is moving forward with several construction projects; and

WHEREAS, The District has requested consideration of rebates of the applicable building permit fees for these projects, given their nonprofit status and the community benefits it provides, as well as, the economic development impact of these particular projects.

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

Section 1. It is in the public’s general interest to rebate the building permit fees for the current Sedalia #200 construction projects.

Section 2. It is appropriate use of City resources to conduct the plan reviews and follow-up inspections to ensure public safety for these projects without remuneration of the costs.

Section 3. This resolution shall take effect immediately upon its execution by the Mayor or otherwise as provided by law.

PASSED by the City Council of the City of Sedalia, Missouri, on November 4, 2024.

Presiding officer of the Council

ATTEST: _____
Jason S. Myers
City Clerk