



**City Council Meeting Agenda**  
**Monday, January 3, 2022 – 6:30 p.m.**  
**City Hall, 200 South Osage, Sedalia MO**

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**MAYOR: JOHN KEHDE**

**MAYOR PRO-TEM: JEFF LEEMAN**

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- A. CALL TO ORDER** – Mayor Kehde – Council Chambers
- B. PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. SERVICE AWARDS**
  - 1. Adam Hendricks – Police Commander – Police Department – 25 years of service
- E. SPECIAL AWARDS**
  - A. 2021 Christmas Light Contest Winners**
    - 1<sup>st</sup> Place – C.J. & Angela Spatz – 1717 W 3<sup>rd</sup>
    - 2<sup>nd</sup> Place – Chad Fidler – 2902 Daryl Dr.
    - 3<sup>rd</sup> Place – Laura & James Stromblad – 2705 Southwest Blvd.
  - B. Presentation** – Sedalia Fire Department – Badge Pinning
    - Alexander Doll
- F. RETIREMENT AWARDS** – None
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
  - A.** Council Meeting – December 20, 2021
- II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES** – None
- III. ROLL CALL OF STANDING COMMITTEES**
  - A. FINANCE / ADMINISTRATION** – Chairman Steve Bloess; Vice Chairwoman Rhiannon Foster
    - 1. Presentation – Scott Joplin International Ragtime Foundation: Annual Report (John Simmons, Presenter)
  - B. PUBLIC SAFETY** - Chairwoman Tina Boggess; Vice Chairman Bob Cross
    - 1. Strategic Planning Presentation – Animal Services (Randi Battson, Presenter)
    - 2. Agreement – AT&T – Dedicated Internet & Voice Bundle at the Sedalia Fire Department
      - Council Discussion led by Chairwoman Boggess
      - O** Call for Ordinance authorizing a contract renewal agreement with AT&T for Dedicated Internet and Voice Bundle services – Mayor Kehde
  - C. PUBLIC WORKS** – Chairman Thomas Oldham; Vice Chairman Lucas Richardson
    - 1. Strategic Planning Presentation – Parks & Recreation (Amy Epple, Presenter)
    - 2. Change Order 1 – Emery Sapp & Sons, Inc. – Mill & Overlay Project - \$5,299.29
      - Council Discussion led by Chairman Oldham
      - O** Call for Ordinance authorizing Change Order Number One for final quantity adjustments on the 3<sup>rd</sup> Street and 16<sup>th</sup> Street mill and overlay projects – Mayor Kehde

**D. COMMUNITY DEVELOPMENT** – Chairman Andrew Dawson; Vice Chairman Jeff Leeman

**1. Plumbing Code Amendments**

Council Discussion led by Chairman Dawson

- Call for Ordinance amending, adding, and deleting certain sections of the code of ordinances of the City of Sedalia, Missouri, relating to the Board of Plumber Examiners and the issuance of permits and certificates for individuals performing plumbing work – Mayor Kehde

**IV. OTHER BUSINESS**

**A. APPOINTMENTS** – None

**B. LIQUOR LICENSES**

New:

\*Ann Adams dba Sedalia Lions Club, Sedalia Pub Crawl Downtown Sedalia (March 19, 2022 12:00 p.m. – 7:00 p.m.), Picnic License & Special Event \$112.50

Renewals:

\*Paul Bennett dba American Legion Post 642, 2016 West Main, Sunday Sales, \$300

\*Adam McMillin dba Walmart Store #219, 3201 W Broadway, Packaged Liquor & Sunday Sales, \$450

\*Heather Trotter dba Walgreens #7428, 801 S Limit, Packaged Liquor & Sunday Sales, \$450

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

**VI. GOOD AND WELFARE**

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

**A.** Roll Call Vote for Closed Door Meeting

**B.** Discussion of closed items

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

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

**VIII. BUSINESS RELATED TO CLOSED DOOR MEETING**

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

**B.** Roll Call

**C.** Ordinance to approve sale of property

**IX. ADJOURN MEETING**

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

***NOTE: Due to the COVID-19 pandemic emergency, which constitutes good cause, the Mayor and City Council may choose to participate in this meeting by videoconferencing, telephone or other voice or electronic means.***

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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.

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United States: +1 (669) 224-3318

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

*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 DECEMBER 30, 2021 AT 3:00 P.M. AT THE SEDALIA MUNICIPAL BUILDING, BOONSLICK REGIONAL LIBRARY, SEDALIA PUBLIC LIBRARY AND ON THE CITY’S WEBSITE AT WWW.CITYOFSEDALIA.COM**



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
DECEMBER 20, 2021

"In light of the current COVID-19 Pandemic and the concern among the public about attending public functions, 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 Monday, December 20, 2021 at 6:30 p.m. at the Municipal Building in the Council Chambers with Mayor John Kehde presiding. Mayor Kehde called the meeting to order and asked for a moment of prayer led by Bishop Paul Jones followed by the Pledge of Allegiance.

ROLL CALL:

Table with 4 columns: Name, Status, Name, Status. Rows include Jeff Leeman (Present), Thomas Oldham (Present), Andrew Dawson (Present), Tina Boggess (Present), Lucas Richardson (Present), Bob Cross (Present), Rhiannon Foster (Absent), Steve Bloess (Present).

Public Meeting – Fiscal Year 2022-2023 Strategic Plan & Budget

Mayor Kehde called the public meeting to order. This time has been set aside for input from citizens on items they would like to see the City Council consider in the 2022/2023 Budget. With no public comments, the hearing closed.

SERVICE/RETIREMENT/SPECIAL AWARDS: Fire Department – Promotional Pinning's

Fire Chief Matt Irwin called forward the following firemen who received promotional pins:

- Battalion Chief – Kyle Gilmore
Captain – Nathan Deuschle, Josh Nelson and Zach Morales
Driver – John Clarke, Colby Snapp, Matt Moulton, Chris Maggert and Jeremy Pepin

MINUTES: The Council Meeting minutes of December 6, 2021 were approved on motion by Oldham, seconded by Leeman. All present in favor. Foster was absent.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:

The Planning & Zoning Commission minutes dated November 3, 2021 were accepted on motion by Oldham, seconded by Leeman. All present in favor. Foster was absent.

ROLL CALL OF STANDING COMMITTEES:

FINANCE & ADMINISTRATION – Steve Bloess, Chairman; Rhiannon Foster, Vice Chairwoman

Financial Update - Finance Director Dawn Jennings stated Sales Tax is up 21.7% for the month and 14.5% year-to-date. Use Tax is up 8.5% for the month and 9.2% year-to date. Franchise and Cigarette Tax is down 2.5% for the month and 2.8% year-to date. Transportation Tax is up 9.1% for the month and 12.2% year-to-date. Property Tax collections are down 15.8% for the month and up 6.5% year-to-date.

➤ The Lions Club applied for a permit to close City streets and suspend open container laws for their Pub Crawl on March 19, 2022. Open containers will only be allowed within designated areas in a specialized cup.  
BILL NO. 2021-178, ORDINANCE NO. 11481 – AN ORDINANCE WAIVING THE REQUIREMENTS OF SECTION 4-3(A) OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI AND IMPOSING OTHER CONDITIONS RELATING TO THE SEDALIA LIONS CLUB PUB CRAWL ON SATURDAY, MARCH 19, 2022 DURING THE HOURS OF 12:00 P.M. TO 7:00 P.M. IN DOWNTOWN SEDALIA was read once by title.  
2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Leeman. All present in favor. Foster was absent.  
Final Passage – Motion by Oldham, 2<sup>nd</sup> by Bloess. All present in favor. Foster was absent.  
Roll Call Vote: Voting “Yes” were Leeman, Oldham, Dawson, Boggess, Richardson, Cross and Bloess. No one voted “No”. Foster was absent.

**PUBLIC SAFETY** – Tina Boggess, Chairwoman; Bob Cross, Vice Chairman

➤ A citizen was involved in a vehicle accident with the Fire Department’s 2011 Chevrolet Tahoe. The vehicle was considered a total loss by the City’s insurance and they paid \$15,644.25. Fire Chief Matt Irwin located a 2019 Dodge Durango that is owned by Pettis County Fire District who is offering to sell it with all equipment for \$34,000.00.

RESOLUTION NO. 1946 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI AUTHORIZING AN INCREASE IN BUDGETED EXPENDITURES FOR THE FISCAL YEAR 2021-2022 RELATING TO THE PURCHASE OF A 2019 DODGE DURANGO FOR THE FIRE DEPARTMENT was read once by title and approved on motion by Leeman, seconded by Oldham. All present in favor. Foster was absent.

BILL NO. 2021-179, ORDINANCE NO. 11482 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2021-2022 REGARDING THE PURCHASE OF A 2019 DODGE DURANGO FOR THE FIRE DEPARTMENT was read once by title.

2<sup>nd</sup> Reading – Motion by Cross, 2<sup>nd</sup> by Bloess. All present in favor. Foster was absent.

Final Passage – Motion by Cross, 2<sup>nd</sup> by Oldham. All present in favor. Foster was absent.

Roll Call Vote: Voting “Yes” were Leeman, Oldham, Dawson, Boggess, Richardson, Cross and Bloess. No one voted “No”. Foster was absent.

➤ The Animal Control vans are currently equipped with customized cages that become unusable once the van wears out. The animal control box is more efficient, will outlast the trucks, and is removable for continuous use on other truck styles.

Motion by Leeman, seconded by Bloess to award the bid for the Animal Control Box to Jackson Creek Manufacturing, Inc. in the amount of \$35,600.00. All present in favor. Foster was absent.

➤ The Code of Ordinances designates the City Attorney as a member of the Firefighter’s Retirement Board. Staff recommends removing the City Attorney - services are now contracted.

BILL NO. 2021-180, ORDINANCE NO. 11483 – AN ORDINANCE AMENDING SECTION 40-294 OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI RELATING TO THE FIREFIGHTER’S RETIREMENT FUND BOARD OF TRUSTEES BY REMOVING THE POSITION OF CITY ATTORNEY FROM SAID BOARD was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Bloess. All present in favor. Foster was absent.

Final Passage – Motion by Oldham, 2<sup>nd</sup> by Leeman. All present in favor. Foster was absent.

Roll Call Vote: Voting “Yes” were Leeman, Oldham, Dawson, Boggess, Richardson, Cross and Bloess. No one voted “No”. Foster was absent.

**PUBLIC WORKS** – Thomas Oldham, Chairman; Lucas Richardson, Vice Chairman

## Strategic Planning Presentation: Water Division

Public Works Director Brenda Ardrey stated that year-to-date, the Water Division has provided 1,263,006 gallons of drinking water to customers. The Water Division processes ground water into drinking water, conducts water quality sample tests, distributes water, maintains pipes, pump and booster stations, storage tanks, wells, towers and meters to over 10,500 customers. They also extend water mains, install service lines and maintain fire hydrants while monitoring compliance of sprinkler accounts to meet annual backflow reporting requirements.

### 2022 Projects – Completed or In-process Year to Date

Piping complete on 2018 Water System Improvements	Water Filtration Plant Media – 50% Complete.
2018 Water System Improvements Phase 2 (13 <sup>th</sup> Street) – Completing Sidewalks	Replaced valves, Tee and Pipe at Main Street Tower – Complete
2018 Water System Improvements Phase 3 (10 <sup>th</sup> St., 15 <sup>th</sup> St., 16 <sup>th</sup> St. & S Kentucky) – Completing Sidewalks	Replaced Well Starting Assembly/Cabinet at Well #11
2018 Water System Improvements Phase 4 (3 <sup>rd</sup> St. 4 <sup>th</sup> St., 5 <sup>th</sup> St., 7 <sup>th</sup> St., Lafayette, Montgomery, & Mill) – Completing Last Block of Sidewalks	Installed new Solar Arrays at Filtration Plant, Well #11 and 16 <sup>th</sup> St. Tower
New Water Lines – W. 3 <sup>rd</sup> from Quincy to S. Limit & S. Warren from 16 <sup>th</sup> to 20 <sup>th</sup>	Rehabilitated Wells #14 & #15
Awarded Pump Maintenance Contract	Repaired Pitless Adapter on Well # 18
Awarded High Service Pump Replacement and VFD Installation (Extended Due to Pump Delay)	

### FY 2023 Planned Projects

- Improve small water lines due to main breaks: Old Country Club (Driftwood, Greenwood and Poplar); Locust Street in Walnut Hills; Southwest Village (Plaza/Skyline Area); 3000 to 4000 South Ingram; East 9<sup>th</sup> from South Ingram to South Hancock; Cambridge Drive (approximately 665ft. North of Route B).
- Winchester (Broadway to West Main): Current main running in front of Applebee’s continues to break (pipe failure); locate sufficient easement.
- Filtration Plant Maintenance and Repair: Update computers to Windows 2010 and SCADA System (to begin January 2022); replace 2 backwash transfer pumps; air scour stainless steel tubing replacement in filter room; change from air actuators to electric on filters to improve flow stability.
- Well Maintenance and Repair: Pull pump on Well #18 to determine status due to motor failure; Add lightning arrestors on Wells #11 & #12 to reduce lightning strike losses.

### FY 2023 Goals

- Work to develop strategies and pay levels to retain workers.
- Determine what is needed to repair material lift (elevator) at the filtration plant.
- Assist Fire Department with meeting ISO standard by flushing hydrants within 12 month period or through flow testing from master planning, as applicable; contact universities for summer interns to assist in flushing hydrants and documenting line conditions.
- Comply with America’s Water Infrastructure Act (Risk Assessments and Emergency Response Plans). Risk and resilience assessment due June 30, 2021 submitted on time. Emergency Response Plan due December 31, 2021 is in progress.
- Improve security in keeping with America’s Water Infrastructure Act requirements by adding 2 cameras at Filtration Plant, add cameras at Main Street and 16<sup>th</sup> Street Water Towers and add door alarm at 16<sup>th</sup> Street Water Tower.
- Master Plan and Hydraulic Model: select software and model demonstration; develop field testing plan, calibrate model, analyze water demand and future land use; raw water and water filtration plant evaluations;

develop water demand projections; evaluate water supply; evaluate water filtration plant condition; develop master plan; draft report; review final report and presentation (January – February 2022).

**Strategic Planning Presentation: Wastewater Division**

The department’s top goal is to meet the service needs of customers and the Environmental Compliance Requirements of the Missouri Department of Natural Resources now and in the future at affordable rates through sound business and financial planning. Water Pollution Control has processed approximately 1.8 billion gallons of wastewater in 2021. Water Pollution Control maintains 3 wastewater treatment plants, 1 compost facility, 187 miles of sewer collection lines, 2,275 manholes and 16 lift stations. Pretreatment programs are in place for 6 permitted industries (5 industries working through the process), 80 restaurants, 57 automotive shops, 8 car washes and 17 dental offices.

Central Wastewater Treatment Plant: Permit renewed 180 days before 3/31/2021; currently completing Water Effects Ratio Analysis and Metals Translator Study; Constructed in 1949 and updated to activate sludge facility in 2001; UV disinfection installed in 2013; lagoon converted to equalization basin in 2015; location of Laboratory Facility; Brushy Creek receiving stream.

North Wastewater Treatment Plant: Constructed in 1946; trickling filter plant updated in 1966; lagoon converted to equalization basin in 2015; Pearl River receiving stream; Facility is under an MDNR Schedule of Compliance related to copper and e-coli; looking to close due to the facility being at the end of its useful life.

Southeast Wastewater Treatment Plant: Constructed in 1985; activated sludge facility; 2013 UV disinfection installed; Breakfast Branch receiving stream; Facility is under MDNR Schedule of Compliance related to copper.

Biosolids Composting Facility: Built in 2010; static pile aeration composting with biofilter system; receives biosolids from the City’s 3 Wastewater Treatment Facilities; biosolids combined with ground yard waste material to produce a Class A compost material.

**FY 2022 Highlights**

Operating permits at all 3 wastewater treatment plants – applications filed timely with MDNR by Oct. 2021	Main Street Lift Station Rehabilitation – Complete within next 45 days; Master Plan nearing completion (Meeting Jan.-Feb. 2022)
Tree Management – Root control to keep mains free flowing (complete for 2021); tree grinding (complete for 2021); will be asking for increased budget authority to allow for additional grinding	RFQ for Central Plant Upgrade – In process, working with engineers.
Stormwater project on S. Park & W. 7 <sup>th</sup> – Construction scheduled to begin before year end	Secondary Lift Station Pumps and VFDs contract awarded and on order; pump delivery time 10-12 weeks
Central Regional and Pelham Drive Lift Stations – Easement for construction in place for Central Regional; Construction to begin Dec. 20, 2021; Thompson Meadows North pumps failed and operating on rental mobile pump; delay in construction due to long lead times on structures and electrical components	Master Planning & Hydraulic modeling –Working on flow analysis and equipment conditions.

**FY 2023 Planning**

- Work on strategies to recruit licensed personnel and pay levels to retain workers
- Respond to DNR comments on City’s Industrial local limits review and finalize city code revision
- Continue working to complete DNR process to permit wastewater treatment plants
- Master Planning and hydraulic modeling – Completed Feb. 2022; improve line running from just North of 16t from State Fairgrounds to Central Plant.
- Slip lining old brick sewer main behind Main Street from Kentucky to Ohio and Ohio to Lamine
- Tree management – Root control and grinding

- Stormwater projects currently engineering – Project 13 (East 9<sup>th</sup> & South Hancock to East 12<sup>th</sup> & South Montgomery; Project 21 (West 24<sup>th</sup> & South Quincy to West 28<sup>th</sup> & South Stewart)
  - Pump rehabilitation or replacement
  - Evaluate power back-up for lift stations without generator & determine need for 2<sup>nd</sup> mobile pump
  - Install new manholes and grout existing manholes
  - Recruit volunteers for storm drain marking
- Funding needs to be reallocated in the Stormwater Master Plan to help finish engineering services for the next 6 projects. Amount \$474,000.00

**BILL NO. 2021-181, ORDINANCE NO. 11484 – AN ORDINANCE AUTHORIZING A SCOPE OF SERVICES FOR ENGINEERING SERVICES RELATED TO THE DESIGN OF STORMWATER DRAINAGE IMPROVEMENTS** was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Bloess. All present in favor. Foster was absent.

Final Passage – Motion by Leeman, 2<sup>nd</sup> by Oldham. All present in favor. Foster was absent.

Roll Call Vote: Voting “Yes” were Leeman, Oldham, Dawson, Boggess, Richardson, Cross and Bloess. No one voted “No”. Foster was absent.

- Cascade pump at the North Wastewater Plant failed. FTC Equipment, LLC is the only vendor that supplies the pump that will fit. Cost \$36,750.36.

**BILL NO. 2021-182, ORDINANCE NO. 11485 – AN ORDINANCE AUTHORIZING A SOLE SOURCE PURCHASE OF A CASCADE PUMP FOR THE NORTH WASTEWATER TREATMENT PLANT** was read once by title.

2<sup>nd</sup> Reading – Motion by Leeman, 2<sup>nd</sup> by Bloess. All present in favor. Foster was absent.

Final Passage – Motion by Cross, 2<sup>nd</sup> by Bloess. All present in favor. Foster was absent.

Roll Call Vote: Voting “Yes” were Leeman, Oldham, Dawson, Boggess, Richardson, Cross and Bloess. No one voted “No”. Foster was absent.

- The grant for the tree re-inventory was approved at the December 6, 2021 Council Meeting and the Ordinance approves agreement with ACRT Inc. at a cost of \$7,808.43.

**BILL NO. 2021-183, ORDINANCE NO. 11486 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR A TREE RE-INVENTORY OF APPROXIMATELY 1,531 CITY PARK AND RIGHT-OF-WAY TREES AND 426 ASH TREES** was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Richardson. All present in favor. Foster was absent.

Final Passage – Motion by Oldham, 2<sup>nd</sup> by Leeman. All present in favor. Foster was absent.

Roll Call Vote: Voting “Yes” were Leeman, Oldham, Dawson, Boggess, Richardson, Cross and Bloess. No one voted “No”. Foster was absent.

- Excess calcium build-up was found in existing filters at the Water Filtration Plant making them difficult to remove and replace. Staff believes this should have been anticipated by the contractor, however, the City has agreed to pay S4 Water Sales and Service, LLC half of the cost for additional labor and equipment in the amount of \$17,615.45.

**BILL NO. 2021-184, ORDINANCE NO. 11487 – AN ORDINANCE AUTHORIZING CHANGE ORDER NUMBER ONE FOR ADDITIONAL LABOR FOR THE CITY OF SEDALIA WATER FILTRATION PLANT MEDIA REPLACEMENT** was read once by title.

2<sup>nd</sup> Reading – Motion by Leeman, 2<sup>nd</sup> by Oldham. All present in favor. Foster was absent.

Final Passage – Motion by Oldham, 2<sup>nd</sup> by Richardson. All present in favor. Foster was absent.

Roll Call Vote: Voting “Yes” were Leeman, Oldham, Dawson, Boggess, Richardson, Cross and Bloess. No one voted “No”. Foster was absent.



**COMMUNITY DEVELOPMENT** – Andrew Dawson, Chairman; Jeff Leeman, Vice Chairman

➤ Vacant residential property registry fees and late payment fees need to be incorporated into the fee schedule.  
BILL NO. 2021-185, ORDINANCE NO. 11488 – AN ORDINANCE AMENDING SECTION 10-614(A) (REGISTRATION FEE) AND 10-614 (D) (BILLING PROCEDURES-LATE PENALTIES) RELATING TO VACANT RESIDENTIAL PROPERTIES BY INCORPORATING SAID FEES INTO THE FEE SCHEDULE was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Leeman. All present in favor. Foster was absent.

Final Passage – Motion by Oldham, 2<sup>nd</sup> by Richardson. All present in favor. Foster was absent.

Roll Call Vote: Voting “Yes” were Leeman, Oldham, Dawson, Boggess, Richardson, Cross and Bloess. No one voted “No”. Foster was absent.

➤ Property located at 501 East 28<sup>th</sup>, 505 East 28<sup>th</sup> and 2720 South Ingram was approved to change zoning from R-1 to C-1 and will be used for multi-family residential and retail.

BILL NO. 2021-186, ORDINANCE NO. 11489 – AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO C-1 (LOCAL BUSINESS) ON CERTAIN PROPERTY LOCATED AT 501 EAST 28<sup>TH</sup> STREET, 505 EAST 28<sup>TH</sup> STREET AND 2720 SOUTH INGRAM IN THE CITY OF SEDALIA, MISSOURI, IN ACCORDANCE WITH CHAPTER 64, ZONING, OF THE CITY CODE OF THE CITY OF SEDALIA, MISSOURI was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Richardson. All present in favor. Foster was absent.

Final Passage – Motion by Leeman, 2<sup>nd</sup> by Oldham. All present in favor. Foster was absent.

Roll Call Vote: Voting “Yes” were Leeman, Oldham, Dawson, Boggess, Richardson, Cross and Bloess. No one voted “No”. Foster was absent.

➤ Administrative Search Warrants gives Staff the ability to present probable cause to the court in order to obtain a warrant if access is denied to a nuisance property.

BILL NO. 2021-187, ORDINANCE NO. 11490– AN ORDINANCE AMENDING CHAPTER 16 (COURTS) BY ADDING ARTICLE II (ADMINISTRATIVE SEARCH WARRANTS) INTO THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Richardson. All present in favor. Foster was absent.

Final Passage – Motion by Oldham, 2<sup>nd</sup> by Leeman. All present in favor. Foster was absent.

Roll Call Vote: Voting “Yes” were Leeman, Oldham, Dawson, Boggess, Richardson, Cross and Bloess. No one voted “No”. Foster was absent.

➤ The property will be purchased by the City and can be used to expand the Cemetery and/or the planned transloading facilities on the rail spur. Cost \$40,000.00.

BILL NO. 2021-188, ORDINANCE NO. 11491 – AN ORDINANCE APPROVING THE PURCHASE OF REAR LAND PROPERTY LOCATED AT THE NORTHWEST CORNER OF NORTH VETERANS MEMORIAL DRIVE AND EAST BOONVILLE STREET BY WARRANTY DEED BY THE CITY OF SEDALIA MISSOURI FROM SANDRA ROBERTS was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Richardson. All present in favor. Foster was absent.

Final Passage – Motion by Oldham, 2<sup>nd</sup> by Leeman. All present in favor. Foster was absent.

Roll Call Vote: Voting “Yes” were Leeman, Oldham, Dawson, Boggess, Richardson, Cross and Bloess. No one voted “No”. Foster was absent.

➤ Residential property located at 404 East 2<sup>nd</sup> has been deemed as a dangerous building and needs to be demolished and Mayor Kehde, Staff and the property owner came to an agreement to purchase the property for \$5,000.00.

BILL NO. 2021-189, ORDINANCE NO. 11492 – AN ORDINANCE APPROVING THE PURCHASE OF PROPERTY LOCATED AT 404 EAST SECOND STREET BY WARRANTY DEED BY THE CITY OF SEDALIA, MISSOURI FROM BRITT T. BOOTH AND EVA M. BOOTH was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Bloess. All present in favor. Foster was absent.

Final Passage – Motion by Leeman, 2<sup>nd</sup> by Oldham. All present in favor. Foster was absent.

Roll Call Vote: Voting “Yes” were Leeman, Oldham, Dawson, Boggess, Richardson, Cross and Bloess. No one voted “No”. Foster was absent.

APPOINTMENTS: None

BIDS:

- Animal Control Box – November 30, 2021
- Tree Re-Inventory and Ash Tree Assessment – November 30, 2021

LIQUOR LICENSES: The new Liquor License for Jamie Lewis dba Heroes Restaurant & Pub, 107 W Pine, Warrensburg, MO 64093 – Special Event (Wedding Venue – The Foundry 324 – January 1, 2022) was read and approved on motion by Oldham, seconded by Leeman. All present in favor. Foster was absent.

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

City Administrator Kelvin Shaw announced the Strategic Planning meeting will be January 8, 2022 and will include discussing priorities for upcoming years. City Administrator Shaw also wished everyone a Merry Christmas and Happy New Year.

GOOD & WELFARE:

Bishop Paul Jones informed the Council that there are people who have signed a petition in opposition to the Mercy Rest Stop being located on the North side of Pettis Street. Citizens in the area would like to have more information. Mayor Kehde stated that Councilwoman Boggess held a Town Hall Meeting with members of the community regarding issues and concerns with the Mercy Rest Stop. This is an interim plan but short-term housing needs to be available for people to sustain themselves for a longer period of time and to get a job. Iran Newbill stated he lives in the area and there are people living in tents. He has never seen a homeless shelter in a residential neighborhood and is concerned that if word gets out about a free shelter, people will migrate there.

Bob Mullineaux, 3105 Skyline Drive, stated that in 2019 he replaced his driveway approach due to the height of the gutter causing their cars to scrape the street when pulling out of the driveway. Last week, the City tore out the approach and put a concrete ditch that they have to drive over when entering/exiting the driveway. Mr. Mullineaux added the contractor doing the work told the Street Department it wouldn't be a usable approach because the storm gutter sits too far below the level of the street. The ditch is 5 to 6 feet wide and 12 inches deep. Mr. Mullineaux and his wife spoke with Councilmen and Omar Paz and provided Council with pictures of the driveways, water sitting in the streets, cracks in the street and bad stormwater drains and gutter conditions. Mayor Kehde stated it would be looked into.

The meeting adjourned at 7:55 p.m. on motion by Leeman, seconded by Dawson to a closed door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice) and 2 (Real Estate) 610.021 RSMo. Roll Call Vote: Voting “Yes” were Leeman, Oldham, Dawson, Boggess, Richardson, Cross and Bloess. No one voted “No”. Foster was absent.

The regular meeting reopened at 8:52 p.m. on motion by Richardson, seconded by Cross. All present in favor. Foster was absent.

ROLL CALL:

Jeff Leeman	Present	Lucas Richardson	Present
Thomas Oldham	Present	Bob Cross	Present
Andrew Dawson	Present	Rhiannon Foster	Absent
Tina Boggess	Present	Steve Bloess	Present

BUSINESS RELATED TO CLOSED DOOR SESSION:

BILL NO. 2021-190, ORDINANCE NO. 11493 – AN ORDINANCE APPROVING THE ACCEPTANCE OF QUIT CLAIM DEEDS FOR PROPERTIES LOCATED AT 110 SOUTH OSAGE AVENUE, 201 WEST MAIN STREET AND 203 WEST MAIN STREET IN THE CITY OF SEDALIA, MISSOURI was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Bloess. All present in favor. Foster was absent.

Final Passage – Motion by Oldham, 2<sup>nd</sup> by Bloess. All present in favor. Foster was absent.

Roll Call Vote: Voting "Yes" were Leeman, Oldham, Dawson, Boggess, Richardson, Cross and Bloess. No one voted "No". Foster was absent.

BILL NO. 2021-191, ORDINANCE NO. 11494 – AN ORDINANCE APPROVING THE ACCEPTANCE OF A QUIT CLAIM DEED FOR PROPERTY LOCATED AT 202 WEST MAIN STREET IN THE CITY OF SEDALIA, MISSOURI was read once by title.

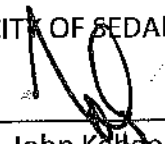
2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Richardson. All present in favor. Foster was absent.

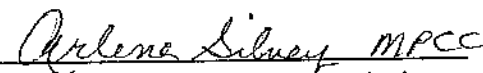
Final Passage – Motion by Oldham, 2<sup>nd</sup> by Richardson. All present in favor. Foster was absent.

Roll Call Vote: Voting "Yes" were Leeman, Oldham, Dawson, Boggess, Richardson, Cross and Bloess. No one voted "No". Foster was absent.

The regular meeting adjourned at 8:59 p.m. on motion by Oldham, seconded by Dawson. All present in favor. Foster was absent.

THE CITY OF SEDALIA, MISSOURI

  
\_\_\_\_\_  
John Kehoe, Mayor

  
\_\_\_\_\_  
Arlene Silvey, MPCC City Clerk

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

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

**AN ORDINANCE AUTHORIZING A CONTRACT RENEWAL AGREEMENT WITH AT&T FOR DEDICATED INTERNET AND VOICE BUNDLE SERVICES.**

**WHEREAS**, the City of Sedalia, Missouri, desires to enter into a contract renewal Agreement with AT&T for Dedicated Internet and Voice Bundle services; and

**WHEREAS**, under the terms of the agreement, the City of Sedalia shall pay AT&T fees as set forth in the pricing schedule for Network on Demand services for a term of 3 years (36 months) as more fully described in the agreement attached to this Ordinance as Exhibit A and incorporated by reference herein.

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

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

**Section 2.** The City Administrator is authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on the document as it has been proposed.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 3<sup>rd</sup> day of January, 2022.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of January, 2022.

\_\_\_\_\_  
John Kehde, Mayor

ATTEST:

\_\_\_\_\_  
Arlene Silvey, MPCC  
City Clerk

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

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To: Kelvin Shaw, C.P.A., City Administrator  
Chief Matt Irwin, Sedalia Fire Dept.

From: Monte Richardson MWR

Date: 12/07/21

Re: Internet/Network on Demand, Sedalia Fire HQ

Gentlemen:

Please review the attached contract from AT&T regarding bundled Internet and Network on Demand Service via fiber as opposed to the existing T-1 copper connection. This is part of AT&T's continuing efforts to move away from copper related services and replace them with fiber oriented services. Migration from copper to fiber will not cost the City. No changed or modifications of our infrastructure are anticipated.

This is a 3 year contract with a schedule of prices dependent on the services selected and provisioned. Our plan calls for a modest 10Mbps Internet and 10 concurrent calls. This is intended as a backup in case of a major disruption of phone service at the Municipal Building and/or Internet outage at Fire HQ. This contract allows us to dynamically increase service if needed without having to provision or contract for those changes with inherent delays and contract approvals. There is an increase of \$23.52/mo in monthly charges from the existing \$491.48 per month to the new scheduled amount of \$515.00 per month.

I respectfully request that the City Council approve a new AT&T Dedicated Internet & Voice Bundle (ADIVB) contract with AT&T for 36 months as outlined in the attached Agreement.

Respectfully submitted.



AT&T Dedicated Internet & Voice Bundle Agreement

The rates, discounts and other provisions in this Agreement are contingent upon signature by both parties on or before **December 31, 2022**.

**For AT&T Administrative Use Only**  
 attuid: JH269G  
 Account # \_\_\_\_\_ Master Customer # \_\_\_\_\_ Doc Viewer ID: \_\_\_\_\_  
 Contract ID#: **ADV14339543**

Company Name ("Customer")	AT&T – Contact For Notices	AT&T Sales Contact - Primary Contact
Legal Name: City of Sedalia	AT&T Corp	Name: JUSTINE HAYNES - MERMIS
Street Address: 200 S OSAGE AVE	One AT&T Way	Street Address: 2121 E 63RD ST @ BLDG C
City: SEDALIA, State: MO Zip: 65301	Bedminster, NJ 07921-0752	City: KANSAS CITY, State: MO Zip: 64130
Tel # 6608273000	ATTN: Master Agreement Support Team: mast@att.com	Tel # 8163845807

**AGREEMENT TERMS**

**1. SERVICES**

Service	Service Publications Location
AT&T Dedicated Internet & Voice Bundle (ADIVB)	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP">http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP</a> (See AT&T Dedicated Internet & Voice Bundle)

**2. AGREEMENT TERM AND EFFECTIVE DATES OF RATES**

Term	Term Start Date/Effective Date of Rates and Discounts
3 years	Effective Date of this Agreement

**3. SERVICES COMPONENTS AND RATES (PRICES)**

**3.1. AT&T Dedicated Internet & Voice Bundle**

Port Speed	Concurrent Calls	Off-Net long distance - Included Minutes (per month)	Monthly Service Charge Group 1	Monthly Service Charge Group 2	Monthly Service Charge Group 3
10 Mbps	10	3,000	\$499.00	\$683.00	\$786.00
10 Mbps	15	4,500	\$525.00	\$725.00	\$828.00
10 Mbps	23	6,900	\$555.00	\$792.00	\$895.00
10 Mbps	30	9,000	\$645.00	\$850.50	\$953.50
10 Mbps	46	13,800	\$795.00	\$984.00	\$1,087.00
20 Mbps	10	3,000	\$555.00	\$882.00	\$951.00
20 Mbps	15	4,500	\$595.00	\$929.50	\$998.50
20 Mbps	23	6,900	\$645.00	\$1,005.50	\$1,074.50
20 Mbps	30	9,000	\$745.00	\$1,071.50	\$1,140.50
20 Mbps	46	13,800	\$895.00	\$1,223.00	\$1,292.00
50 Mbps	10	3,000	\$745.00	\$1,138.50	\$1,224.50
50 Mbps	15	4,500	\$795.00	\$1,186.00	\$1,272.00
50 Mbps	23	6,900	\$845.00	\$1,261.50	\$1,347.50
50 Mbps	30	9,000	\$895.00	\$1,328.00	\$1,414.00
50 Mbps	46	13,800	\$999.00	\$1,479.50	\$1,565.50
100 Mbps	10	3,000	\$950.00	\$1,495.00	\$1,634.50
100 Mbps	15	4,500	\$995.00	\$1,540.00	\$1,680.00

Doc ID: ADIVBEXP-1

V5 - 01/16/2021  
 Rate ID: ADIVB-061018-50, USOFN20



AT&T Dedicated Internet & Voice Bundle Agreement

100 Mbps	23	6,900	\$1,025.00	\$1,612.50	\$1,752.50
100 Mbps	30	9,000	\$1,075.00	\$1,676.00	\$1,816.00
100 Mbps	46	13,800	\$1,095.00	\$1,821.50	\$1,961.00
150 Mbps	10	3,000	\$999.00	\$1,786.00	\$1,962.50
150 Mbps	15	4,500	\$1,045.00	\$1,833.00	\$2,010.00
150 Mbps	23	6,900	\$1,075.00	\$1,909.00	\$2,086.00
150 Mbps	30	9,000	\$1,099.00	\$1,975.50	\$2,152.00
150 Mbps	46	13,800	\$1,199.00	\$2,127.00	\$2,303.50
250 Mbps	10	3,000	\$1,325.00	\$2,322.00	\$2,523.50
250 Mbps	15	4,500	\$1,375.00	\$2,369.00	\$2,570.50
250 Mbps	23	6,900	\$1,445.00	\$2,445.00	\$2,646.50
250 Mbps	30	9,000	\$1,495.00	\$2,511.00	\$2,713.00
250 Mbps	46	13,800	\$1,595.00	\$2,662.50	\$2,864.50
400 Mbps	10	3,000	\$1,399.00	\$3,095.50	\$3,399.50
400 Mbps	15	4,500	\$1,449.00	\$3,141.00	\$3,445.00
400 Mbps	23	6,900	\$1,499.00	\$3,213.50	\$3,517.50
400 Mbps	30	9,000	\$1,699.00	\$3,277.00	\$3,581.00
400 Mbps	46	13,800	\$1,799.00	\$3,422.00	\$3,726.00
500 Mbps	10	3,000	\$1,559.50	\$3,705.00	\$4,094.50
500 Mbps	15	4,500	\$1,609.50	\$3,750.50	\$4,140.00
500 Mbps	23	6,900	\$1,659.50	\$3,823.00	\$4,212.50
500 Mbps	30	9,000	\$1,859.50	\$3,886.50	\$4,276.00
500 Mbps	46	13,800	\$1,959.50	\$4,032.00	\$4,421.00
600 Mbps	10	3,000	\$1,697.00	\$4,162.00	\$4,597.50
600 Mbps	15	4,500	\$1,747.00	\$4,234.50	\$4,670.00
600 Mbps	23	6,900	\$1,947.00	\$4,298.00	\$4,733.50
600 Mbps	30	9,000	\$2,047.00	\$4,443.00	\$4,878.50
600 Mbps	46	13,800	\$2,047.00	\$4,443.00	\$4,878.50
1,000 Mbps	10	3,000	\$2,030.00	\$4,541.00	\$5,046.50
1,000 Mbps	15	4,500	\$2,080.00	\$4,613.50	\$5,119.00
1,000 Mbps	23	6,900	\$2,280.00	\$4,677.00	\$5,182.50
1,000 Mbps	30	9,000	\$2,380.00	\$4,822.00	\$5,328.00
1,000 Mbps	46	13,800	\$2,380.00	\$4,822.00	\$5,328.00
On-Net Calling & Local Off-Net Calling			Unlimited		
Enhanced Features Package (per concurrent call)			\$1.60		
US Off-Net per minute calling charge in excess of Off-Net long distance included minutes			\$0.0400		
IP Toll-Free Calling Plan Charge, Monthly Charge per Site*			\$15.00		
* Includes 1,000 minutes of usage per month per calling Plan G per Customer. Additional usage charges shall apply for aggregate usage over 1,000 minutes per the AT&T IP Toll-Free table below. IP Toll-Free can only be added to a new order for ADIVB.					
<b>Business In A Box</b>					
Base Unit NextGen			\$0.00		

Service Components: 20%	
International Off-Net Outbound Calls – Land-Line (Fixed) and Mobile Terminations (per minute)	Service Component Discount applied to Service Guide rates, as revised from time to time



AT&T Dedicated Internet & Voice Bundle Agreement

AT&T IP Toll-Free	
United States Calling Plan	Calling Plan G
AT&T IPTF Inbound – Interstate Usage	See BVOIP SG – AT&T Dedicated Internet & Voice Bundle, for Rate Table as revised from time to time
AT&T IPTF Calling Charge – US Intrastate Usage	
AT&T IPTF Inbound –Canada to US Usage	

4. WAIVERS

Charges Waived	Minimum Retention Period
Monthly Charge per Dialed Toll-Free number for AT&T Toll-Free Advanced Features (Classic)-Feature Package II-Routing Plan Option	N/A*
Non-Recurring Charge per Dialed Toll-Free number for AT&T Toll-Free Advanced Features (Classic)-Feature Package II-Routing Plan Option	
AT&T IPTF Calling Plan G Non- Recurring Charge Dial Plan Setup Fee	
BVoIP Toll-Free Routing Arrangement (APN) Charge, Monthly Charge Per Site	
* N/A: Not Applicable ** This waiver applies only to new AT&T Toll-Free Advanced Features accounts. If a Toll-Free number is associated with an existing AT&T Toll-Free Advanced Features account, AT&T Toll-Free Advanced Features (Classic)-Feature Package II-Routing Plan Option will be billed on that account.	

5. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Charge Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Agreement Term

6. AT&T DEDICATED INTERNET & VOICE BUNDLE GENERAL TERMS AND CONDITIONS

**6.1. Agreement:** AT&T and/or its Affiliates shall provide Customer products and services identified in this document ("Services") pursuant to the "Agreement" consisting of this document and the following applicable "Service Publications", incorporated by reference: (i) Tariff(s), Guidebook(s) and/or Service Guide(s) found at att.com/service publications, and (ii) the AT&T Acceptable Use Policy ("AUP") found at att.com/aup. AT&T may revise the Service Publications at any time. The order of priority of the documents that form the Agreement is, in descending order: this document; the AUP; and, then the applicable Tariff(s), Guidebook(s) and/or Service Guide(s) (provided, however, Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms).

**6.2. Services:** AT&T will provide or arrange to have the Service provided to Customer subject to availability and operational limitations of systems, facilities and equipment. Customer may not resell any component of the Service without AT&T's written consent. Customer will cause Users to comply with the Agreement and Customer is responsible for their use of the Service or any component of the Service, unless expressly provided to the contrary in a Service Publication.

**6.3. Access to Premises:** Customer will in a timely manner allow AT&T to access, or, at Customer's expense, obtain timely access for AT&T to, property (other than public property) and equipment reasonably required to provide the Service. Access includes information and the right to construct, install, repair, maintain, replace and remove access lines and network facilities, and use ancillary equipment space within the building, necessary for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way).





## AT&T Dedicated Internet & Voice Bundle Agreement

**6.4. Hazardous Materials:** Customer will ensure that the Site is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety, or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. If AT&T encounters any such hazardous materials at a Site, AT&T may terminate the affected Service Component, or suspend performance until Customer remediates the condition.

**6.5. Independent Contractor Relationship:** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

**6.6. License and Third-Party Terms:** Software, Purchased Equipment and Third-Party Services, if any, may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of this Agreement is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

**6.7. AT&T Equipment:** Title to AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment, must keep the AT&T Equipment physically secure and free from liens and encumbrances and will bear the risk of loss or damage (other than ordinary wear and tear) to AT&T Equipment.

**6.8. Prices:** Unless this document states otherwise, the prices listed in the Agreement are stabilized for the Term and no promotion, credit, discount or waiver set forth in a Service Publication will apply.

**6.9. Taxes; Surcharges; Fees.** Prices in this Agreement are exclusive of, and Customer will pay, all current or future taxes, surcharges, recovery fees, shipping charges, and other similar charges.

**6.10. Billing, Payments and Deposits:** Payment is due thirty (30) days after the invoice date and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within six (6) months date of the invoice in which the disputed charge initially appears, Customer waives the right to dispute the charge. AT&T may recover all costs (including attorney fees) of collecting delinquent or dishonored payments and may charge a late fee for overdue payments at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law; plus all costs (including attorney fees) of collecting delinquent or dishonored payments. AT&T may require Customer to establish a deposit as a condition of providing Services, and AT&T may apply such deposit to any charges owed. Customer authorizes AT&T to investigate Customer's credit and share information about Customer with credit reporting agencies.

**6.11. Expiration of Term:** At the end of the Term (but subject to any existing Minimum Payment Period), Customer may continue Service under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Term; however, upon expiration of the Term or applicable MPP, whichever is later, AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer and either party may terminate such service arrangement upon thirty (30) days' notice.

**6.12. Termination and Suspension:** Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, or makes an assignment for the benefit of its creditors. Either Party may terminate an affected Service for material breach, and AT&T may terminate or suspend (and later terminate) an affected Service, if such breach is not cured within 30 days of notice. If Customer is in violation of the AUP and fails to rectify the violation within five (5) days after receiving notice from AT&T, then AT&T may suspend or terminate the affected Service. Provided, however, if Customer: (i) commits a fraud upon AT&T; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services, AT&T may terminate or suspend a Service, and, if the violating activity implicates the entire Agreement, terminate the entire Agreement, immediately upon notice. AT&T also has the right to suspend or terminate the applicable portion of the Service immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees.

**6.13. Early Termination Charges:** If Customer terminates a Service or Service Component for Customer's convenience or AT&T terminates a Service or



## AT&T Dedicated Internet & Voice Bundle Agreement

Service Component for cause, Customer must pay: (i) 50% of any unpaid recurring charges for the terminated Service Component attributable to the unexpired portion of an applicable Minimum Payment Period, (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges, and (iii) any access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination. The charges set forth in this section will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

**6.14. Withdrawal of Service or Service Component:** Notwithstanding that this Agreement may commit AT&T to provide a Service to Customer for a Term, unless applicable local law or regulation mandates otherwise, AT&T may discontinue a Service or a Service Component to similarly situated customers and terminate Customer's Service or Service Component upon 120 days' notice.

**6.15. Disclaimer of Warranties and Liability:** AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY, DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS) AND MAKES NO WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS OR INTERRUPTIONS, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR LIABILITY EXPLICITLY SET FORTH HEREIN); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

**6.16. Limitation of Liability:** AT&T'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF AT&T'S BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH RELATES DURING THE PERIOD IN WHICH SUCH BREACH OCCURS AND CONTINUES. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. ALL SOFTWARE AND PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

**6.17.** The above Disclaimer or Warranties and Liability and Limitations of Liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

**6.18. Indemnity:** Customer agrees at its expense to defend, indemnify and hold harmless AT&T, its Affiliates and its and their employees, directors, subcontractors and suppliers or to pay all damages finally awarded against such parties on account of a third-party claim where: (i) the claim arises from Customer's or a User's use of a Service; (ii) the claim alleges a breach by Customer, its Affiliates or Users of a Software license agreement; or (iii) alleges that a Service infringes any patent, trademark, copyright or trade secret where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

**6.19. ARBITRATION:** ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-



## AT&amp;T Dedicated Internet &amp; Voice Bundle Agreement

HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.

**6.20. General Provisions:** This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction. Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. AT&T may monitor electronic transmissions across its network to maintain compliance with its legal and regulatory obligations and to operate, maintain and enhance the network and Services. Where required by law, AT&T may provide Customer Personal Data to third parties such as courts, law enforcement or regulatory authorities. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two (2) years after the cause of action arises. This Agreement does not provide any third party (including Users) the right to enforce it or to any remedy, claim, liability, cause of action or other right or privilege. Unless a regulatory agency with jurisdiction over the applicable Service applies a different law this Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, including strikes and labor disputes. Customer must send any notice required or permitted under this Agreement in writing to the AT&T address set forth above.

**6.21. Definitions:**

**"Affiliate"** of a party means an entity that controls, is controlled by, or is under common control with such party.

**"API"** means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

**"AT&T Equipment"** equipment owned by AT&T and located at Customer's premises.

**"Customer Personal Data"** means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T in the course of providing the Services.

**"Minimum Payment Period"** means the minimum period identified in the Agreement during which Customer is required to pay recurring charges for the Service Component.

**"Minimum Retention Period"** means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

**"Purchased Equipment"** means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment includes any internal code required to operate such equipment and any physical media provided to Customer on which Software is stored, but does not include Software.

**"Service Component"** means an individual component of a Service provided under this Agreement.

**"Site"** means a physical location, including Customer's collocation space on AT&T's or subcontractor's property, where AT&T installs or provides Service.

**"Software"** means any software (including APIs and all associated written and electronic documentation and data) provided to Customer for a Service.

**"Third-Party Service"** means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

**"User"** means anyone who uses or accesses any Service provided to Customer.

FOR VOICE OVER INTERNET PROTOCOL (VOIP) SERVICES, THE UNDERSIGNED, ON BEHALF OF CUSTOMER, ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED AND UNDERSTANDS THE ADVISORIES CONCERNING THE CIRCUMSTANCES UNDER WHICH E911 SERVICE USING A VOICE OVER IP SYSTEM MAY NOT BE AVAILABLE OR MAY BE IN SOME WAY LIMITED BY COMPARISON TO USING TRADITIONAL WIRELINE



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TELEPHONE SERVICE. SUCH CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, RELOCATION OF THE END USER'S TELEPHONE SETS OR OTHER EQUIPMENT, USE OF A NON-NATIVE OR VIRTUAL TELEPHONE NUMBER, FAILURE IN THE BROADBAND CONNECTION, LOSS OF ELECTRICAL POWER, AND DELAYS THAT MAY OCCUR IN UPDATING THE CUSTOMER'S LOCATION IN THE AUTOMATIC LOCATION INFORMATION DATABASE. THE ADVISORIES ARE FURTHER PROVIDED IN THE SERVICE PUBLICATION.

By signing below, the person signing on behalf of customer personally represents and warrants to AT&T that he or she has the authority and power to sign on behalf of Customer and bind Customer to this Agreement. Customer understands and agrees to be bound by the terms and conditions for service as described in the attached terms and conditions, including but not limited to all terms and conditions incorporated by reference. THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. This Agreement is effective when signed by both Customer and AT&T Corp. ("Effective Date").



Customer (by its authorized representative)	AT&T Corp. (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:



AT&T Dedicated Internet & Voice Bundle Agreement

Letter of Authorization to Obtain Customer Service Records Only

Customer Name: City of Sedalia	AT&T	Customer Account #:
Customer Full Address & Zip:  200 S OSAGE AVE SEDALIA MO 65301	AT&T Full Address & Zip:  2121 E 63RD ST @ BLDG C KANSAS CITY MO 64130	Customer Contact: Tel. #: 6608273000  AT&T Contact: Tel. #: 8163845807 Email ID: jh269g@exo.att.com
Master Customer No.:		AE PID:

1. I appoint AT&T as my agent to request Customer Service Records (CSRs) with the Local Exchange Company(s) (LEC) for analyzing Local Service. This appointment shall extend to all service accounts for which customer appears as the customer of record.

2. This Appointment is applicable to the following location  (Choose one)	Blanket LOA (For all locations in the United States)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
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3. I certify that I am either the customer of record for these lines or that I am authorized by the customer of record to make this decision.

<b>ORDERED BY CUSTOMER:</b> City of Sedalia	
Signature:	
Printed Name:	
Title:	
Date:	

This authorization shall continue in force unless and until revoked by the customer.

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

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

**AN ORDINANCE AUTHORIZING CHANGE ORDER NUMBER ONE FOR FINAL QUANTITY ADJUSTMENTS ON THE 3<sup>RD</sup> STREET AND 16<sup>TH</sup> STREET MILL AND OVERLAY PROJECTS.**

**WHEREAS**, The City of Sedalia, Missouri, has received Change Order Number 1 for final quantity adjustments for mill and overlay work completed on 3<sup>rd</sup> Street from Park Avenue to Ohio Avenue and 16<sup>th</sup> Street from Park Avenue to 250 feet past Beacon Avenue; and

**WHEREAS**, under the proposal, the City of Sedalia, Missouri shall pay the sum of Five Thousand Two Hundred Ninty-Nine Dollars and Twenty-Nine Cents (\$5,299.29) to Emery Sapp & Sons, Inc. for said quantity adjustments as more fully described in Change Order Number 1 attached hereto as Exhibit A and incorporated by reference as set forth herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri, hereby approves and accepts Change Order Number 1 by and between the City of Sedalia, Missouri, and Emery Sapp & Sons, Inc. in substantively the same form and content as the Change Order has been proposed.

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

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

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

Read two times by title, copies of the proposed Ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 3<sup>rd</sup> day of January, 2022.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of January, 2022.

\_\_\_\_\_  
John Kehde, Mayor

ATTEST:

\_\_\_\_\_  
Arlene Silvey, MPCC  
City Clerk

To: Kelvin Shaw  
Through: Brenda Ardrey *BA*  
From: Dru Bloess  
Date: December 20, 2021  
Subject: Mill and Overlay: 3rd Street, from Park Avenue to Ohio Avenue and 16th Street, from Park Avenue to 250 feet past Beacon- Change Order #1 Final Quantity Adjustment and Grand Ave. Project Update

The Public Works Department is requesting approval of the attached change order #1 for the above project. Emery Sapp and Sons has completed the Mill and Overlay of 3<sup>rd</sup> Street and 16<sup>th</sup> Street. The attached change order details quantity and unit cost adjustments that account for the actual quantities of material installed. A couple of the unit costs decreased because of an approved change in material. The original contract had polypropylene fabric under a 2" asphalt overlay to reduce fracturing in surface asphalt. Emery Sapp proposed a different type of asphalt used by MODOT in heavy traffic areas that would allow removal of the fabric and decrease cost while increasing durability of the asphalt. This asphalt incorporates a Kevlar type fiber into the asphalt that helps minimize cracking and increase the durability of the asphalt, while also reducing labor because the fibers are put in the asphalt at the asphalt plant. So, by going to the fiber material the contract amount decreased from \$303,818.75 to \$300,446.70, for a savings of \$3,372.05. However, final quantities that were installed on 3<sup>rd</sup> street and 16<sup>th</sup> street came in a little higher than were originally estimated. The quantity adjustments increased the total project cost from \$300,446.70 to \$309,118.04, for a difference of \$8,671.34, Total (\$309,118.04.)

The other Mill and Overlay project for Grand and the parking lot at 3<sup>rd</sup> St. and Lamine Ave. was contracted for \$426,286.30. This contract came in \$187,060.28 under budget at \$239,226.02. This savings was from areas of Grand that were anticipated to need base failure repair, which ended up not needing to be done.

**CHANGE ORDER**

SHEET NO. (1) OF 1

SEQUENCE NO.: Change Order #1

12/15/2021

TO Emery Sapp & Sons, Inc. CONTRACTOR

Mill and Overlay 3<sup>rd</sup> St. and 16<sup>th</sup> St.

PROJECT NO.: 2021-11

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

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

3<sup>rd</sup> Street Changed from 2" overlay with Fabric to 2" overlay with Fibers  
 16<sup>th</sup> Street Changed from 2" overlay with Fabric to 2" overlay with Fibers  
 Added Fibers to the 2" overlay on 3<sup>rd</sup> Street between Moniteau Ave. and Ohio Ave

Quantity adjustments for actual work complete.

Quantity adjustments

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

(A) EST. LINE NO.	(B) ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
		2" overlay on 3rd St-Moniteau Ave to Ohio Ave. No Fabric or Fiber	408	0	408	\$64.50	0	\$26,316.00
		2" overlay on 3rd St-Moniteau Ave to Ohio Ave. No Fabric or Fiber	0	408	414	\$80.50	\$33,327.00	
		2" overlay with Fabric 3 <sup>rd</sup> Street	1439	0	1439	\$91.00		\$130,949
		2" overlay with Fibers 3 <sup>rd</sup> Street	0	1439	1439	87.11	\$125,351.29	
		2" overlay with Fabric 16 <sup>th</sup> Street	1106	0	1106	\$91.00		\$100,646.00
		2" overlay with Fibers 16 <sup>th</sup> Street	0	1200	1200	87.11	\$104,532.00	
							\$263,210.29	\$257,911.00

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

1. CONTRACT AMOUNT		\$303,818.75
2. OVERRUN THIS ORDER (H-I)	\$5,299.29	
3. OVERRUN PREVIOUS (LINES 4 ON PREV. ORDERS)	\$0.00	
4. TOTAL OVERRUN TO DATE (2 + 3)		\$5,299.29
5. TOTAL (1 + 4)		\$309,118.04

**4. COMMENTS:**

	THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO.	
	PROJECT ENGINEER SIGNATURE	DATE
	CONTRACTOR'S SIGNATURE	DATE



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

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

**AN ORDINANCE AMENDING, ADDING, AND DELETING CERTAIN SECTIONS OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI, RELATING TO THE BOARD OF PLUMBER EXAMINERS AND THE ISSUANCE OF PERMITS AND CERTIFICATES FOR INDIVIDUALS PERFORMING PLUMBING WORK.**

**WHEREAS,** The City of Sedalia, and the Community Development Committee has identified the need to amend provisions of the City Code addressing the certification and licensing of individuals undertaking plumbing work in the City in order to encourage neighborhood revitalization and remove unnecessary impediments to that end.

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

**Section 1.** Chapter 2, Article VI, Division 5, Section 2-366 related to the creation of the Board of Plumber Examiners is hereby amended to read as follows:

Sec. 2-366.- Created; Qualifications; Term.

- (a) The board of plumber examiners shall consist of three members:
  - (1) One Master Plumber as defined in Section 10-326;
  - (2) One Journeyman Plumber as defined in Section 10-326; and
  - (3) The Chairperson of the Board of Trustees of the Pettis County Health Center, as the chairperson of the board of health of the City of Sedalia, who shall serve as the ex officio nonvoting chairperson of this board.
- (b) The plumber members of this board:
  - (1) Are not required to be residents of the City of Sedalia; and
  - (2) Must have at least six years' practical experience as plumbers and must be actually engaged in or working at the plumbing business at the time of such appointment.
- (c) The plumber members of this board shall be appointed by the Mayor with the consent of a majority of a quorum of the City Council, to serve a term of one year, expiring each June 1, unless sooner removed by the Mayor and Council in the manner provided for appointed officials in Section 77.340, RSMo.

**Section 2.** Chapter 2, Article VI, Division 5, Section 2-367 related to the duties of the Board of Plumber Examiners is hereby amended to read as follows:

- (a) The board of plumber examiners shall issue plumber's certificates of qualification or registration to such persons as may be entitled thereto, and conduct examinations for the purpose of determining the competency and knowledge of plumbing and of persons who are required by this division to take such examination. The board shall determine the character of the examination to be given applicants and by majority vote shall accept or reject applicants upon his showing as the case may be.

- (b) The board of plumber examiners shall keep an accurate record of all their official transactions and render such reports and statistics as the mayor and council shall direct.
- (c) The board of plumber examiners shall adopt such rules and regulations as they see fit for the proper and efficient discharge of their official duties.
- (d) The board of appeals shall hear and decide all timely filed appeals of decisions of the board of plumber examiners and City's administrative officers related to the enforcement of this section.

**Section 3.** Chapter 10, Article VIII, Division 2, Section 10-250 related to definitions applicable to the City's plumbing and gas codes is hereby amended to add the following definition in the appropriate alphabetical order:

*Licensed plumber* means an individual holding a valid and unexpired certificate as either a Master Plumber or Journeyman Plumber issued as provided in Chapter 10, Article IX, Division 2 of the City Code, or a person employed under their supervision.

**Section 4.** Chapter 10, Article VIII, Division 2, Section 10-251(c) related to types of plumbing work for which a permit is required is hereby amended to read as follows:

(c) A licensed plumber or person in their employ will be required to connect or to make any connection with a sewer main, water main, gas main, or install a backflow prevention valve. Any connection to City provided sewer or water mains outside the city limits shall also require a licensed plumber or person in their employ to make such connection or install a backflow prevention valve on such system.

**Section 5.** Chapter 10, Article VIII, Division 2, Section 10-253 related to eligibility for a permit for plumbing work is hereby amended to read as follows:

Sec. 10-253. - Eligibility.

(a) Any permit required by this division shall be issued to any person to do work regulated by this article; and provided, further, that nothing contained herein shall be construed so as to permit any such person to connect or to make any connection with a sewer main, water main, gas main, or install a backflow prevention valve.

(b) In a residential single-family dwelling, water conditioning equipment shall be installed or serviced only by the bona fide owner of such dwelling, Water Quality Association (WQA) certified water specialist, WQA certified installer or a licensed plumbing contractor. In all other types of structures except a residential single-family dwelling, all installations of water conditioning equipment shall be installed only by a Water Quality Association (WQA) certified water specialist, WQA certified installer or a licensed plumbing contractor.

**Section 6.** Chapter 10, Article IX, Division 2, Section 10-326 related to definitions applicable to the certification of plumbers is hereby amended to read as follows:

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Apprentice plumber* means a person who is engaged in learning the plumbing trade by working with and assisting a journeyman or master plumber in the installation, maintenance and repair of plumbing and drainage.

*Journeyman plumber* means a person other than a master or apprentice plumber who has demonstrated to the Plumbing Board his/her practical knowledge of the installation of plumbing by passing the current journeyman plumber's test and has been licensed by the Board to install plumbing.

*Master plumber* means a person who has demonstrated his/her skill in planning, superintending and installing plumbing and who having satisfied the Plumbing Board as to his/her knowledge of the rules and regulations governing the same by passing the current master plumber's test and as to his/her business integrity has been granted a license as a master plumber.

*The business of plumbing* means plumbing work that requires a licensed plumber as provided in Chapter 10, Article VIII, Division 2 of the City Code.

**Section 7.** Chapter 10, Article IX, Division 2, Section 10-327 relating to licensure requirements is hereby amended to read as follows:

Sec. 10-327. – License Required.

It shall be unlawful for any person to conduct, carry on or engage in the business of plumbing without having a business license obtained pursuant to this section and Chapter 12 of these City's Code of Ordinances. In addition to the requirements in Chapter 12, as a condition for issuance or renewal of such license, the applicant may provide evidence that:

- (a) They have been issued a valid certificate of qualification by the board of plumber examiners as a Master Plumber or Journeyman Plumber pursuant to this section; or
- (b) They have been issued a valid certificate of qualification to conduct business as a plumber by a community with a population of 15,000 or more; or
- (c) They have been issued a valid certificate of qualification as prescribed in any other way in accordance with Sections 341.010 to 341.080, RSMo.

**Section 8.** Chapter 10, Article IX, Division 2, Section 10-328 related to qualification for certification of plumbers is hereby amended to read as follows:

Sec. 10-328. – Qualifications.

- (a) Apprentice plumbers may take the test prescribed by the Board of Plumber Examiners to be certified as a journeyman plumber.
- (b) A journeyman plumber may take the test prescribed by the Board of Plumber Examiners to be certified as a master plumber.
- (c) The Board of Plumber Examiners shall grant a journeyman plumber license to a plumber who meets the following requirements: certification of satisfactory completion of the Thomson Prometric, ICC, or other plumbing examination administered by a state of the United States of America.

(d) The Board of Plumber Examiners shall grant a master plumber license to a plumber who meets the following requirements: certification of satisfactory completion of the Thomson Prometric, ICC, or other plumbing examination administered by a state of the United States of America.

**Section 9.** Chapter 10, Article IX, Division 2, Section 10-331 related to insurance required for master plumbers is hereby amended to read as follows:

Sec. 10-331. – Insurance Required.

Each licensed plumber shall record a valid liability insurance policy in the amount of \$100,000.00 each person and \$300,000.00 each occurrence indemnifying the City, but preserving any and all sovereign and governmental immunity, in the office of the city clerk before the board of plumber examiners shall issue any master plumber certificate of qualification.

**Section 10.** Chapter 10, Article IX, Division 2, Section 10-333 related to expiration of certificates is hereby amended to read as follows:

Sec. 10-333. - Expiration.

Every certificate of qualification shall remain in force and effect unless it is canceled or revoked. Licenses to conduct business in the City shall be held in accordance with Chapter 12.

**Section 11.** Chapter 10, Article IX, Division 2, Section 10-334 related to renewal of certificates is hereby deleted and such section number shall be reserved.

**Section 12.** Chapter 10, Article IX, Division 2, Section 10-335 related to cancelation or revocation of certificates is hereby amended to read as follows:

Sec. 10-335. – Cancellation and Revocation

The board of appeals may cancel or revoke any certificate issued pursuant to this section after reviewing evidence of incompetency or such certificate was fraudulently obtained. If a certificate is so canceled or revoked, another such certificate shall not be granted to such person within 12 months after the date of cancellation or revocation.

**Section 13.** The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder.

**Section 14.** All other ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 15.** This ordinance shall take effect and be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 3rd day of January, 2022.

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Presiding Officer of the Council

Approved by Mayor of said City this 3rd day of January, 2022.

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John Kehde, Mayor

ATTEST:

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Arlene Silvey, MPCC  
City Clerk

Any new construction meets current code

To: Kelvin Shaw  
From: Devin Lake  
Date: December 29, 2021  
Subject: Plumbing Code Amendment

Attached is an amendment to the plumbing code. This amendment includes the following:

1. Amends Chapter 2, Division 5 related to the Board of Plumbers Examiners
  - a. Revising the required members, qualifications and terms
  - b. Revising the duties prescribed to this Board
2. Amends Chapter 10, Division 2 related to Plumbing Permits
  - a. Adding the definition of a "Licensed Plumber"
  - b. Requiring a licensed plumber to make any connection to a sewer main, water main, gas main or install a backflow prevention valve
  - c. Allowing anyone to obtain a plumbing permit and to do any plumbing work except making a connection described in b. above
3. Amends Chapter 10, Division 2 related to Plumbing Certifications
  - a. Amending the definitions of "Apprentice Plumber", "Journeyman Plumber", "Master Plumber" & "Business of Plumbing"
  - b. Amending the license requirements to conduct the Business of Plumbing, including reciprocity with communities with populations of 15,000 or more
  - c. Amending the license qualifications to become an Apprentice, Journeyman or Master Plumber
  - d. Amending the insurance requirements for a Licensed Plumber to include sovereign and governmental immunity
  - e. Amending the expiration of a Licensed Plumber to not expired unless cancelled or revoked
  - f. Deleting the renewal of a Licensed Plumber
  - g. Amending the Cancellation or Revocation of a Licensed Plumber to be done by the Board of Appeals

Thank you.

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

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

**AN ORDINANCE APPROVING A SPECIAL WARRANTY DEED FOR THE SALE OF PROPERTY LOCATED AT \_\_\_\_\_ FROM THE CITY OF SEDALIA, MISSOURI TO \_\_\_\_\_.**

**WHEREAS**, The City of Sedalia, Missouri has received a proposal from \_\_\_\_\_ to purchase property located at \_\_\_\_\_ for the sum and amount of \_\_\_\_\_ as contained in the commercial and industrial sale contract and special warranty deed as set forth in Exhibits A and B attached hereto and incorporated by reference.

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

**Section 1.** The Council of the City of Sedalia, Missouri approves and accepts the terms as contained in the commercial and industrial sale contract in substantially the same form and content as proposed in Exhibit A.

**Section 2.** The Council of the City of Sedalia, Missouri, hereby approves the giving of a special warranty deed by the City of Sedalia, Missouri to \_\_\_\_\_ for the conveyance of property located at \_\_\_\_\_ in substantially the same form and content as proposed in Exhibit B.

**Section 3.** The City Administrator is authorized to accept said contract, sign said contract and deed and execute any and all closing documents on behalf of the City of Sedalia, Missouri and the City Clerk is hereby authorized and directed to file in her office the said contract and deed after recording said deed and ordinance with the Pettis County Recorder of Deeds.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 3<sup>rd</sup> day of January 2022.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of January, 2022.

\_\_\_\_\_  
John Kehde, Mayor

ATTEST:

\_\_\_\_\_  
Arlene Silvey, MPCC  
City Clerk