



City Council Meeting Agenda

Tuesday, January 3, 2023 – 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. **PRAYER & PLEDGE OF ALLEGIANCE**
- C. **ROLL CALL**
- D. **SPECIAL AWARDS**
 - 1. 2022 Christmas Light Contest Winners – Residential
 - 1st Place – Michael Burdick – 606 E. 11th Street
 - 2nd Place – Brandon Hammond – 235 South Park
 - 3rd Place – Ryan Welch – 2401 South Grand
- E. **SERVICE AWARDS**
 - 1. Robert Lawson – Lab Tech – Water Pollution Control – 35 years of service
 - 2. Loretta Nye – Records Tech – Police Department – 25 years of service
 - 3. Heather Bridges – HR Specialist – Human Resources – 5 years of service
- F. **RETIREMENT AWARDS**
 - 1. Kenneth Oswald – Street Department – 25 years and 3 months of service
- I. **APPROVAL OF PREVIOUS SESSION MINUTES**
 - A. Council Meeting – December 19, 2022
- II. **REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES** – None
- III. **ROLL CALL OF STANDING COMMITTEES**
 - A. **FINANCE / ADMINISTRATION** – Chairman Chris Marshall; Vice Chairman Jack Robinson
 - 1. Presentation – Scott Joplin International Ragtime Foundation: Annual Report (John Simmons, Presenter)
 - 2. Central Trust Bank Safekeeping Agreement
 - Council Discussion led by Chairman Marshall
 - Call for Ordinance Approving and Accepting a Safekeeping agreement by and between the City of Sedalia, Missouri, and Central Trust Bank – Mayor Dawson
 - B. **PUBLIC SAFETY** – Chairman Jack Robinson; Vice Chairman Steve Bloess
 - 1. Strategic Planning Presentation – Animal Services (Randi Battson, Presenter)
 - C. **PUBLIC WORKS** – Chairman Thomas Oldham; Vice Chairwoman Tina Boggess
 - 1. Strategic Planning Presentation – Parks and Recreation (Amy Eppele, Presenter)
 - 2. Strategic Planning Presentation – Wastewater (Brenda Ardrey, Presenter)

Click on any agenda item to view the related documentation

3. Budget Amendment & Agreement – WPC Lift Station Pumps & Valves – FTC Equipment

Council Discussion led by Chairman Oldham

○ Call for Ordinance Amending the Budget for the Fiscal Year 2022-2023 regarding WPC Lift Station Pumps and Valves – Mayor Dawson

○ Call for Ordinance Authorizing an Agreement for replacement of Dry Pit Submersible pumps And valves at the Main Street Lift Station – Mayor Dawson

4. Transportation Alternatives Program (TAP) Agreement – Katy Depot-Liberty Park Connect Sedalia Project on Third Street - \$500,000.00

Council Discussion led by Chairman Oldham

○ Call for Ordinance Approving and Accepting a Transportation Alternatives Program (TAP) Agreement for the Katy Depot – Liberty Park Connect Sedalia Project with the Missouri Department of Transportation – Mayor Dawson

D. COMMUNITY DEVELOPMENT – Chairwoman Rhiannon Foster; Vice Chairman Bob Cross – No Report

IV. OTHER BUSINESS

A. APPOINTMENTS – ZONING BOARD OF ADJUSTMENTS

1. Mike Privitt – Completing Kevin Wade’s Term Expiring June 2026
2. Chris Paszkiewicz – Alternate Member – Term Expiring June 2026

B. LIQUOR LICENSES

Renewal:

* Heather R. Trotter dba Walgreens #7428, 801 South Limit, Packaged Liquor & Sunday Sales, \$450.00

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

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

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

A. Roll Call Vote for Closed Door Meeting

B. Discussion of closed items

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

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

VIII. ADJOURN MEETING

A. Motion and second to adjourn meeting

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<https://global.gotomeeting.com/join/578973061>

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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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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 DECEMBER 30, 2022 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



Let's Cross Paths

City of Sedalia

200 S. Osage
Sedalia, MO 65301
(660)827-3000
www.sedalia.com

NEWS RELEASE

Contact: Mayor's Office
Phone: (660) 851-7600

FOR IMMEDIATE RELEASE
2:00 PM, Wednesday, December 14, 2022

2022 Christmas Light Contest Winners

(SEDALIA, MISSOURI): Xi Beta Upsilon, chapter of Beta Sigma Phi, with the assistance of the Mayor and the City Council are pleased to announce the winners of the City's 42nd annual outdoor Christmas Light Contest.

First Place

Michael Burdick
606 E. 11th St.

Second Place

Brandon Hammond
235 S. Park

Third Place

Ryan Welch
2401 S. Grand

Other Entries:

Frank Arndt
801 E. 7th St.

Patrick & Caitlon Dewey
2024 E. 6th St.



**CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
DECEMBER 19, 2022**

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 19, 2022 at 6:30 p.m. at the Municipal Building in the Council Chambers with Mayor Andrew L. Dawson presiding. Mayor Dawson called the meeting to order and asked for a moment of prayer led by Councilwoman Tina Boggess followed by the Pledge of Allegiance.

ROLL CALL:

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

Public Meeting – FY 2023-2024 Strategic Plan & Budget

Mayor Dawson 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 2023/2024 Budget. With no public comments, the Public Meeting closed.

Public Hearing – George R. Smith College Site Designation

Mayor Dawson opened the Public Hearing. Community Development Director John Simmons, stated that the Historic Preservation Commission and Planning & Zoning Commission recommend approval of the landmark designation status for the George R. Smith College site. The landmark will be located at Saline and Pettis where they meet and bend near the Railroad spur and a sign and bench will be placed at the site. Community Development Director Simmons read a testimony from Rhonda Chalfant in support of the landmark:

"As an historian who has studied Sedalia History including the history of its Black Community, I heartily endorse the plans by the City Council to place a historic marker at the site of George R. Smith College. Established by the Freedmen's Bureau of the Methodist Episcopal Church, North, and established on land given by Sarah Smith-Cotton and Martha Smith and named in honor of their father, Sedalia founder George R. Smith, the college was important to both Sedalia's Black and white citizens during the time of its existence in the late nineteenth and early twentieth centuries. The college drew students from across the state and beyond to Sedalia to attend college. It advertised in newspapers across the state that it offered prospective Black students the opportunity to have a college education in a variety of academic fields and that they could work to pay for their education. It placed press releases about its activities in the newspapers of towns from which students came, making sure their readers knew of the college and of Sedalia. The college educated teachers, ministers, business people, scholars, musicians, and a variety of tradespeople. Its sports teams were winners; one of its athletes moved on to play baseball in the Negro Leagues, again bringing recognition to Sedalia. The students and faculty supported the local economy when they came into town to make purchases at the local stores. Its faculty members paid local taxes. It was supported by the local Methodist Episcopal Church, North (now First United Methodist Church), one of whose members helped students plant trees on its campus. When the college burned, local churches and residents of both the Black and white communities implored the ME Church, North, to rebuild the college. Its loss was a blow to Sedalia, particularly to the Black students and prospective students. The college should be honored with a marker noting its location and recognizing its importance to Sedalia, and the important role it played in Black education. Thank you for your consideration.

Rhonda Chalfant, Ph.D.

Vice-president of Sedalia/Pettis County Branch NAACP Vice-president, Pettis County Historical Society"

With no public comments, the hearing was closed.

SERVICE/SPECIAL/RETIREMENT AWARDS: None

MINUTES: The Council Meeting minutes of December 5, 2022 were approved on motion by Oldham, seconded by Robinson. All in favor.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: The Planning & Zoning Commission minutes dated November 2, 2022 were accepted on motion by Oldham, seconded by Robinson. All in favor.

ROLL CALL OF STANDING COMMITTEES:

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

Presentation – Sedalia-Pettis County Emergency Management Agency

Trisha Rooda, Director, Sedalia-Pettis County Emergency Management Agency, defined Emergency Management as a coordinated effort involving local, state, and federal government agencies as well as businesses and volunteer organizations that assist citizens in preparation, response, recovery and minimize effects of not just weather related but all disasters and emergencies. Emergency Management Goals include prevention of injuries, saving lives and reduction in property damage. It is recommended to establish emergency plans, conduct training and hold tabletop exercises.

EMA visits facilities and conducts walk throughs to develop emergency disaster preparedness and plans and have conducted active shooter and tornado table top exercises with various local entities. ChemPack Plan for Region A was developed for "secret container" with hazards for first responders. Updates have also been made regarding the New Madrid Seismic Zone Respite Plan for Earthquakes in coordination with SEMA. Pettis County is a respite site at the Missouri State Fair Grounds for the first 72 hours. People receive necessary services and then are re-disbursed to other locations throughout the State. A \$1,000 Grant was awarded to EMA from Walmart for the purchase of 44 NOAA Weather radios and batteries. The Emergency Management Performance Grant is Federal Funds given to each State by FEMA and is a 50/50 match. It is getting more challenging to obtain and there are requirements to meet to qualify for the Grant.

Expenses for 2020 and 2021 were reviewed. In 2020, EMA had a lot of siren maintenance and replacement of batteries and 2021 expenses were lower related to COVID, travel, and meetings being conducted virtually. Budget Estimates for 2023 reflect an overall EMA Budget of approximately \$169,412.66 with estimated Grant coverage of \$68,945.97. The estimated Budget for Sedalia is \$36,591.55 with large projects being forecast.

Projects/Additional Plans

- **Deputy Director Position** – move from part-time to full-time hourly position with full benefits (start July 2023)
- **CommandOne Program** – Cloud based program for county sirens starting 2023; enables sirens to be activated via National Weather Service alerts automatically and only for towns in the warning; covered under County ARPA grant for 2 years (\$19,000); annual maintenance fee to keep program operational.

- **New Madrid Seismic Zone Emergency Respite Plan** – Review and update work ongoing; updating all memorandums of understanding to withstand on own for 72 hours; working with SEMA and planning full scale exercise in 2024.
- **Hazard Mitigation Plan** – update due in 2024.
- **Region A Chempack** – Tabletop exercise in January; full scale exercise in June.
- **Pettis County Healthcare Coalition Transportation Plan** – Tabletop exercise in April; full scale exercise in July.
- **Rural Region A Committee** – Coordinate with State Vet to develop tabletop exercise over an animal disease hitting a rural community.
- **Start a Community Organization Active in Disaster** – Prepares volunteers to respond to local disasters.
- **National Weather Service outside events training for the Community.**
- **New Radios for storm spotter volunteers** to fix interference radios have with storm shelter door frequency.
- **EMA booth** at the Missouri State Fair.

Strategic Planning Presentation – Police Department

Police Chief Matt Wirt, gave an overview of Police Department operations and goals. Department services include police, community services, and training. New this year are a School Resource Officer at Smith-Cotton Junior High and a Special Response Team. There have been 32,181 calls for service which include 1,712 arrests, 7,000 traffic stops and 600-700 Accidents. The Department is involved with 4th of July, Halloween, Thanksgiving eve events and increased social media presence. Their newest event was a Drone Art contest in area Elementary Schools.

Special Response Team training is a week-long training that every member must attend with 8 hours a month required as team training. This is to equip officers with the tools necessary to respond to situations with a focus on violent incidents. The State has a team but response time to Sedalia is 2-5 hours. With locally trained personnel, the response time goal is under 1 hour. The Department is also working on updating physical skills training for all officers. Gracile Survival Tactic training has been incorporated and is based on Gracile Jujitsu. This technique teaches ways to subdue individuals, particularly if they are larger/stronger. Minimum In-Service training remains at 56 hours. CIT Training continues to be 40 hours and Regional Police training is also conducted.

Strategic Planning:

- **Special Response Team:** Provide advanced training for Special Response Team members; acquire specialized equipment for all types of situations; develop long-term strategies and equipment maintenance/replacement plan; Specialized vehicle.
- **Police:** Provide highly competitive employee package for officers; continue hiring incentive program or paying for police academy; people are greatest asset and work to solve community problems; continue programs that provide for career growth.
- **Community Services & Engagement:** Engage community to solve problems through Problem Oriented Policing; public engagements with positive learning experiences and online presence; understand role of police within the community.

- **Technology & Equipment:** Replace body Worn Cameras; current cameras reaching end of life and no longer supported; maintaining quality cameras increases use and reliability; new generation offers longer run time and battery life.
- **Future:** Focus on recruitment and retention with valuing personnel; establish positive community relationships while solving problems; fully implement Special Response Team operations.

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

Financial Update: Finance Director Jessica Pyle, stated that Sales and Use Taxes are lower than October last year. Overall the City is 6% or \$750,000 over last year and \$250,000.00 ahead of budget. Gas tax continues to trend higher reaching a Fiscal Year to date increase of just under 20% offset by vehicle taxes, which is a decrease over last year of 8%. Together they make up the difference in Transportation tax at 5%. Property taxes will be recorded in December and January.

- The agreements with CivicPlus are for flat rate supplementation services for the City's Code of Ordinances. BILL NO. 2022-209, ORDINANCE NO. 11703 – AN ORDINANCE AUTHORIZING STATEMENTS OF WORK, MASTER SERVICES AGREEMENT AND ADDENDUM FOR CODE BOOK SUPPLEMENTATION SERVICES was read once by title.
2nd Reading – Motion by Oldham, 2nd by Robinson. All in favor.
Final Passage – Motion by Oldham, 2nd by Bloess. All in favor.
Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No".
- The Ordinance waives open container laws in designated areas for the Lion's Club Pub Crawl. BILL NO. 2022-210, ORDINANCE NO. 11704 – 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 18, 2023 DURING THE HOURS OF 12:00 P.M. TO 7:00 P.M. IN DOWNTOWN SEDALIA was read once by title.
2nd Reading – Motion by Oldham, 2nd by Marshall. All in favor.
Final Passage – Motion by Oldham, 2nd by Robinson. All in favor.
Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No".
- The quote from Blue Tree Technology is for a one-year contract renewal of anti-virus software for desktop computers and servers. Amount \$8,784.15
BILL NO. 2022-211, ORDINANCE NO. 11705 – AN ORDINANCE ACCEPTING A QUOTE FOR A ONE-YEAR CONTRACT RENEWAL OF DESKTOP AND SERVER ANTI-VIRUS SOFTWARE was read once by title.
2nd Reading – Motion by Oldham, 2nd by Robinson. All in favor.
Final Passage – Motion by Oldham, 2nd by Robinson. All in favor.
Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No".
- The Ordinance increases the Hospital Board of Trustees from 7 members to 9 members.
BILL NO. 2022-212, ORDINANCE NO. 11706 – AN ORDINANCE REPEALING ORDINANCE NUMBER 11549 AND AMENDING SECTION 2-434 RELATING TO THE CITY HOSPITAL BOARD OF TRUSTEES was read once by title.
2nd Reading – Motion by Oldham, 2nd by Robinson. All in favor.
Final Passage – Motion by Oldham, 2nd by Bloess. All in favor.

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

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

Strategic Planning Presentation – Water Division

Public Works Director Brenda Ardrey stated Year to date, the Water Division has provided 920,000,000 gallons of drinking water to customers. Other duties of the Water Department include maintaining fire hydrants, monitor compliance of sprinkler accounts and backflow preventers. A review of current staff reflected an improvement however, they remain a full dig crew down. Employees from Wastewater and Sanitation have been able to assist in coverage but 3 additional operators are needed. The Water Division will also be requesting short-term assistance with Lead Service Line work for 2023-2024 staffing.

2023 Projects – Completed or In-process Year to Date

Old Country Club – Driftwood/Greenwood/Poplar – Complete	Rehab well #18 – Complete
Locust Lane – Piping Complete; Installing service	Replace Starter Assembly well #14 – Parts Received
3000 to 4000 South Ingram – Complete	Replace Pitless Unit well #19 – Complete
East 9 th from South Ingram to South Hancock – Complete	Replace 2 Backwash Pumps – Fitter Plant – Pumps received – waiting on adaptors
Cambridge Drive Crossing 665' North of Route B – Complete	Air Scour stainless steel tubing replacement - Complete
Pump Maintenance Contract – In place	Change Air Actuators to Electric Actuators – Awarded – Waiting on parts
High Service Pumps #4 & #5 replace & VFD Install – 2022 Project – Complete 2023 due to delay receiving pumps	Install/Connect 16" taps for Housing Authority & on Winchester – IFB to be released
High Service Pump #3 replace and VFD Install – 2023 Project – Complete in 2024 due to delay receiving pump	Dehumidifier – IFB to be released (Delay expected due to manufacturing delays – may be delivered in 2024)

FY 2024 Budget Requests

Capital Improvements Facilities: Lightening arrestors for Wells #11 and #12; High Service Pump #3 replacement and VFD installation; Cameras for AWIA Compliance; Generator and fencing for Well #14; Towers being inspected – Maintenance may be required; Modifications to Well #9 from Well Analysis – drop in production from 9,000 gallons/day to between 5,000 to 7,000 gallons/day.

Vehicles and Equipment: Coin and Card Bulk Water Dispenser (\$45,000); 2 Trucks – 1 Service Technician, 1 Senior Operation Technician; Share cost of new Vacuum Truck with Wastewater to be able to Hydro/Excavate (\$275,000); Mini-excavator and trailer; Refurbish 1988 Crane Truck – low mileage, hydraulics and winch need repaired; Benchtop Turbidimeter and Ph Machine; Snow Plow attachment for Skid Steer.

Engineering Only: Plaza Ave. from Highway Drive to Southwest Blvd; South Stewart from 2nd to Main; 17th St. from South Hancock to South Ingram Avenue; St. Louis Street from South Lamine to North Mill Street; North New York Avenue from East Saline to Tower Street; Cedar Drive from Tower Street to Griessen Road; Well Analysis for Well #9 – Determine flow restriction cause; begin Work to Add One Additional Raw Water Well to System.

Engineering and Construction: Prairie Rose Subdivision Water Extension; State Fair Blvd. between West 16th and Broadway Blvd; North Break Time at Rebar Road north to new warehouse.

Construction Only: South Grand Water Main Replacement – West 24th to South City Limits

In FY 2024, American Water Infrastructure Act Lead Line Replacement will be required. The City will have to inventory service lines in all residences, businesses or other commercial structures by October 16, 2024. Following the inventory, the City will have to develop a plan for replacement and have all lead service lines replaced by October 16, 2034. Public Works Director Ardrey estimates that 5,000 to 6,000 customers will be impacted. Staff will be required to look at lines placed in homes prior to 1986.

The Water Filtration Plant has not been out of service due to flooding. In June 2022, access to the plant was by boat due to flash flooding and there has never been an incursion into the physical plant. The flood gates at the plant are sufficient to handle a rise of two feet past the 1993 flood level which was the highest since it's inception. The largest risk of failure at the Water Filtration Plant is electrical failure. There are four external wells to carry through any loss of electrical with the exception of the 10 days of the Missouri State Fair. In the event of tornado, the concern is loss of electricity or a fractured tower. Earthquake is the largest concern related to extensive underground damage and would require the most personnel.

- The Ordinance Authorizes amendments to State Block Grants for the Sedalia Regional Airport. The 2022 allocation will be used to extend the agreement on the auxiliary runway to continue the planning phases along with the Box Hanger project.

BILL NO. 2022-213, ORDINANCE NO. 11707 – AN ORDINANCE AUTHORIZING THE EXECUTION OF AMENDMENTS TO THE STATE BLOCK GRANT AGREEMENTS WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR AIRPORT DEVELOPMENT was read once by title.

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

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

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

- The Thompson Boulevard Mill and Overlay project is complete and Change order number 1 is for a deduction in the amount of \$76,936.00.

BILL NO. 2022-214, ORDINANCE NO. 11708 – AN ORDINANCE AUTHORIZING CHANGE ORDER NUMBER ONE FOR THOMPSON BOULEVARD MILL AND OVERLAY PROJECT was read once by title.

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

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

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

- The Annexation and Utility Services agreement with Jeffery Holloway is for connection of property at 1760 Sycamore Drive to the City's Water System.

BILL NO. 2022-215, ORDINANCE NO. 11709 – AN ORDINANCE AUTHORIZING AN ANNEXATION AND UTILITY SERVICES AGREEMENT FOR CONNECTION TO THE CITY OF SEDALIA'S WATER DISTRIBUTION SYSTEM was read once by title.

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

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

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

- The Annexation and Utility Services agreement with Kroeger Properties, LLC is for connection of property at 6021 Lowe Drive to the City's Water System.

BILL NO. 2022-216, ORDINANCE NO. 11710 – AN ORDINANCE AUTHORIZING AN ANNEXATION AND UTILITY SERVICES AGREEMENT FOR CONNECTION TO THE CITY OF SEDALIA'S WATER DISTRIBUTION SYSTEM was read once by title.

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

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

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

- The Annexation and Utility Services agreement with Kroeger Properties, LLC is for connection of property at 6023 Lowe Drive to the City's Water System.

BILL NO. 2022-217, ORDINANCE NO. 11711 – AN ORDINANCE AUTHORIZING AN ANNEXATION AND UTILITY SERVICES AGREEMENT FOR CONNECTION TO THE CITY OF SEDALIA'S WATER DISTRIBUTION SYSTEM was read once by title.

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

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

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

- It is unclear that the roadway between Liberty Pool and Liberty Stadium has been designated as a road. The Park Department would like to name it Liberty Stadium Drive. Legal counsel and staff recommend following the process used in naming any other roadway. The first step is to draft a resolution declaring intent, then publish a notice for 1 week. If there are no objections in four weeks after publication of the notice, Council can consider an ordinance to change the name of the street.

RESOLUTION NO. 2006 – A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SEDALIA AUTHORIZING THE NAMING OF AN UNNAMED STREET WITHIN LIBERTY PARK TO LIBERTY STADIUM DRIVE was read once by title and approved on motion by Oldham, seconded by Robinson. All in favor

- Change order number 1 is for Driftwood and Honeysuckle Road water main project. Change order is for a deduction of \$400.

BILL NO. 2022-218, ORDINANCE NO. 11712 – AN ORDINANCE AUTHORIZING CHANGE ORDER NUMBER ONE FOR DRIFTWOOD DRIVE AND HONEYSUCKLE ROAD WATER MAIN PROJECT was read once by title.

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

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

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

- Change order number 1 is for Ingram Avenue and 9th Street water main replacement. Change Order is for a deduction of \$26,432.50.

BILL NO. 2022-219, ORDINANCE NO. 11713 – AN ORDINANCE AUTHORIZING CHANGE ORDER NUMBER ONE FOR INGRAM AVENUE AND 9TH STREET WATER MAIN REPLACEMENT was read once by title.

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

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

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

- The lease agreement is for property acquired for the Rail Spur that is not needed for operation but is suitable for farming. Staus Farms is leasing surrounding land and negotiated an agreement for the approximate 18 acres at \$2,196.00 per year.

BILL NO. 2022-220, ORDINANCE NO. 11714 – AN ORDINANCE AUTHORIZING A LEASE AGREEMENT FOR GROWING AND HARVESTING CROPS was read once by title.

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

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

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

COMMUNITY DEVELOPMENT – Rhiannon Foster, Chairwoman; Bob Cross, Vice Chairman

- The Ordinance approves the historic landmark designation of the George R. Smith College site.

BILL NO. 2022-221, ORDINANCE NO. 11715 – AN ORDINANCE APPROVING THE HISTORIC LANDMARK DESIGNATION OF THE GEORGE R. SMITH COLLEGE SITE was read once by title.

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

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

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

- The application from Mildred L. Walker, Trustee of Kenneth R. and Mildred L. Walker is for rezoning property at 2006 West 14th from C-O (Non-Retail) to R-1 (Single Family Dwelling).

BILL NO. 2022-222, ORDINANCE NO. 11716 – AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM C-O (NON-RETAIL) TO R-1 (SINGLE FAMILY DWELLING) ON CERTAIN PROPERTY LOCATED AT 2006 WEST 14TH STREET 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.

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

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

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

- The Historic Preservation Grant and Financial Assistance Agreement is for the West Central Sedalia Historic District Reconnaissance Survey. Grant amount \$50,000.00 with a City match of \$50,000.00 and up to \$8,369.00 in personnel and supply cost.

BILL NO. 2022-223, ORDINANCE NO. 11717 – AN ORDINANCE APPROVING AND ACCEPTING A HISTORIC PRESERVATION GRANT AND FINANCIAL ASSISTANCE AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND MISSOURI DEPARTMENT OF NATURAL RESOURCES FOR THE WEST CENTRAL SEDALIA HISTORIC DISTRICT RECONNAISSANCE SURVEY was read once by title.

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

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

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

OTHER BUSINESS:

ACCEPTANCE OF RESIGNATIONS:

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

*Kevin Wade –Zoning Board of Adjustment – Effective immediately

APPOINTMENTS:

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

Bothwell Regional Health Center Board of Trustees:

*Dr. Gregory Doak – Completing Stafford Swearingin's Term ending June 2023 – Effective 1-1-2023

*John Kehde – Completing Arwilda Poole's Term ending June 2025

*Jo Lynn Turley – Term ending June 2026

*Dr. Michael Murders – Term ending June 2026

BIDS: None

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

New

*Hallye Newton dba Sedalia Lions Club, PO Box 1085, Sedalia Downtown Pub Crawl, (March 18, 2023, 12:00 p.m. to 7:00 p.m.) Picnic License

Renewals:

*Adam McMillin dba Walmart Store No. 219, 3201 West Broadway, Packaged Liquor & Sunday Sales

*Mary Jane Stewart dba American Legion Post #642, 2016 West Main, Sunday Sales

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

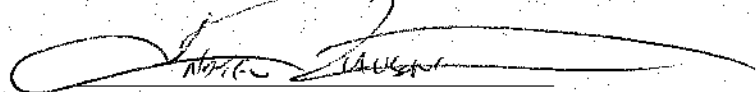
Mayor Dawson stated that Paul Bennett, with American Legion Post #642, recently passed away and added that he was an integral part of planning events and will be missed.

GOOD & WELFARE:

Kathleen Boswell, 312 South Sneed, thanked City Council for their service, wished them Merry Christmas, and shared a few memories from her time on the Council.

The meeting adjourned at 8:20 p.m. on motion by Oldham, seconded by Bloess. 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 APPROVING AND ACCEPTING A SAFEKEEPING AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND CENTRAL TRUST BANK.

WHEREAS, the City of Sedalia, Missouri currently has accounts with Central Trust Bank; and

WHEREAS, the City of Sedalia, Missouri desires to enter into a Safekeeping Agreement with Central Trust Bank to purchase U.S. Government Treasuries, with options to purchase Brokered Certificates of Deposit, U.S. Government Agencies, and Mortgage Backed Securities as described in the proposed agreement 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 Safekeeping Agreement by and between the City of Sedalia, Missouri, and Central Trust Bank as attached, in substantively the same form and content as the agreement has been proposed.

Section 2. The City Administrator is authorized and directed to execute the document in substantively the same form and content as it has been proposed.

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the 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 3rd day of January 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 3rd day of January 2023.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers
City Clerk

Finance Department
DEPARTMENTAL MEMORANDUM

To : City Administrator Kelvin Shaw

From : Jessica Pyle

Date : December 20, 2022

Ref : Central Trust Bank Safekeeping Agreement

I am proposing to accept the Safekeeping Agreement presented by The Central Trust Bank to engage their services for City investments.

Opening this account is an alternate investment option with the primary intent of purchasing U.S. Government Treasuries, with options to purchase Brokered Certificates of Deposit, U.S. Government Agencies, and Mortgage Backed Securities.

This would extend a second relationship to Multi-Bank Securities, LLC, where we currently purchase and plan to continue to purchase Certificates of Deposit.

Entering into the agreement with The Central Trust Bank, allows online access to the fiduciary account, connected to the City's checking accounts held at Central Bank of Sedalia. This allows a streamlined process for purchasing and selling securities.

SAFEKEEPING AGREEMENT

THIS SAFEKEEPING AGREEMENT is made and entered into, effective as of the _____ day of _____, _____, by and between THE CENTRAL TRUST BANK, a Missouri trust company ("CTB") and _____, a _____ ("Customer").

Recitals:

A. Customer has requested that CTB open a safekeeping account as custodian for and on behalf of Customer (the "Account") and to place in the Account such monies, stocks, bonds, mortgages, and other financial instruments (the "Securities") as Customer directs; and

B. CTB is willing to do so upon the terms and conditions hereinafter described.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Securities placed in the Account may be held on Customer's behalf in accounts maintained by CTB with any domestic depository that provides handling, clearance, or safekeeping services including, without limitation, federal book entry accounts with the Federal Reserve Bank of St. Louis, commercial paper book entry or a bank or trust company licensed by the United States of America or any state thereof.

2. CTB may hold Securities in bulk with securities of the class of the same issues and the Securities held on behalf of Customer may be co-mingled with securities held by CTB on behalf of other customers.

3. CTB has no obligation to supervise, make recommendations, or to advise Customer with regard to the sale, purchase, investment, retention or other disposition of the Securities. Customer expressly acknowledges that CTB's obligations under this Safekeeping Agreement are solely to act as custodian of the Securities and CTB has no obligation to monitor the quality, suitability or character of any Securities.

4. CTB will collect all income or other property payable in connection with Securities, as well as any principal due upon maturity, redemption or sale thereof, in accordance with Bank's usual and customary business practice, but CTB shall bear no responsibility for failure to make such collections beyond the exercise of due care. In the event that CTB credits customer's Account in anticipation of being able to collect monies which CTB is then unable to collect, Customer agrees to promptly reimburse CTB in immediately available funds.

5. CTB will debit Customer's Account for the cost of purchasing Securities as instructed by Customer. CTB is authorized to accept and rely on all written and oral instructions

given by Customer, or reasonably believed by CTB to have been given by Customer, to make sales, purchases, or to otherwise deal with Securities. CTB may electronically record any telephone calls. Customer assumes responsibility for any loss, claim or expense CTB incurs in following Customer's instructions except in the case of CTB's failure to act in good faith or in accordance with the reasonable commercial standards of the banking business. CTB shall not be liable for delays or failure to carry out instructions due to circumstances beyond CTB's control. Customer must make all claims for failure to properly follow Customer's instructions within forty-five (45) days from the date on which Customer's instructions were received or Customer expressly waives such claims. With respect to any instructions to take receipt of Securities in transactions not placed through CTB, CTB assumes no responsibility for non-receipt of securities.

6. CTB shall advise Customer of its knowledge concerning any rights, calls, exchange or conversion privileges and matters of similar nature affecting Securities. CTB shall have no liability for failure to inform Customer of the calling for payment of such Securities, nor be responsible for the failure to present such Securities for payment. Collection of funds on called or pre-refunded bonds, put options, tenders shall be attempted on a best efforts basis only. CTB does not guarantee to identify or collect on these types of Securities. If CTB holds securities at depositories or off-site locations and the same are called for partial redemption by issue, CTB, in its sole discretion, will allot the called portion to the respective holders in any manner deemed to be fair and equitable in CTB's sole judgment.

7. Payments due for the services provided hereunder shall be made by Customer to CTB at such times and in such amounts as are provided in CTB's published Schedule of Safekeeping Fees, the current edition of which is attached hereto as Exhibit A, but which is subject to change from time to time without prior notice to Customer. CTB shall have a lien upon Securities held under this Agreement and upon any deposit account of Customer for payment, fees, expenses, and commitments CTB makes pursuant to Customer's instructions and/or any other liabilities of Customer to CTB.

8. Customer shall indemnify CTB, its directors, officers, employees and agents, from and against all claims, losses, liabilities, and expenses of any nature or kind including, without limitation, CTB's reasonable legal fees and any and all expenses arising from any claim of any party resulting from actions CTB takes in accordance with the provisions of this Agreement.

9. CTB shall not be liable, directly or indirectly, for any damages or expenses arising out of the services CTB provides in accordance with this agreement except where CTB fails to act in good faith or in accordance with reasonable commercial standards of the banking business. In no event shall CTB be liable for special, consequential, or punitive damages even when CTB has been advised of the possibility of such damages.

10. CTB will indemnify Customer for any loss of Security in CTB's custody occasioned by the negligence or dishonesty of CTB's officers or employees. In the event that there is a loss of Securities for which CTB is obligated to indemnify Customer, Securities shall be promptly replaced or the value of Securities and the value of any loss of rights or privileges resulting from said loss of Securities shall be promptly replaced.

11. Customer represents to CTB that Customer is the rightful owner of all bearer Securities deposited in this Account and that Customer is empowered and authorized to enter into this Agreement.

12. If any provision of this Agreement is invalid or is determined to be invalid under any applicable statute or rule of law, then it is, to that extent, deemed to be omitted from this Agreement, the remainder of which will remain in full force and effect.

13. This Agreement constitutes the entire agreement and understanding between CTB and Customer and supersedes all proposals, communications, understandings or agreements, if any, written or oral, relating to the subject matter of this Agreement, and shall not be modified except in writing, signed by the party against whom the modification is to be forced.

14. This Agreement shall be construed in accordance with and governed by the internal laws of the State of Missouri.

15. Either party may terminate this Agreement at any time upon five (5) days prior written notice. The delivery of Securities held in Customer's account as directed by Customer shall release CTB from all further liability and responsibility under this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Safekeeping Agreement as of the day and year first above written.

The Central Trust Bank
Jefferson City, MO

By: _____

By: _____
Manager, Fixed Income Operations

Tax ID Number: _____

Exhibit A

- The Central Trust Bank will waive all fees related to the custody and safekeeping services provided for the investment account of City of Sedalia. The waiving of all custody and safekeeping fees will not change without prior notice to City of Sedalia.

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023
REGARDING WPC LIFT STATION PUMPS AND VALVES.**

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 3rd day of January 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 3rd day of January 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
City of Sedalia
FY23 Budget Amendment 1/3/2023 WPC Lift Station Pumps and Valves

Account / Description	Current Budget	Change	Amended Budget	Comments
Expenditures / Uses of Funds				
Fire				
61-51-351-00 Equipment	246,175.36	17,250.00		Main Street Lift Station Pumps and Valves
61-51-351-00 Equipment		(17,250.00)	246,175.36	Mixer Plant (move to FY24 budget)

Total Expenditure Change

Net Increase (Decrease) in Projected Fund Balance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR REPLACEMENT OF DRY PIT SUBMERSIBLE PUMPS AND VALVES AT THE MAIN STREET LIFT STATION.

WHEREAS, The City of Sedalia, Missouri, has received a proposal to enter into an agreement with FTC Equipment, LLC, for dry pit submersible pumps and valve replacements at the Main Street Lift Station; and

WHEREAS, under the proposal, the City of Sedalia, Missouri shall pay the sum and amount of Fifty-Two Thousand Four Hundred Forty-Six Dollars (\$52,446.00) to FTC Equipment, LLC, for said replacement as more fully described in the agreement 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, hereby authorizes the agreement by and between the City of Sedalia, Missouri, and FTC Equipment, LLC, as attached, in substantively the same form and content as the agreement has been proposed.

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

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the 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 3rd day of January 2023.


Presiding Officer of the Council

Approved by the Mayor of said City this 3rd day of January 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

To: Kelvin Shaw
From: Brenda Ardrey 
Date: December 15, 2022
Subject: Award of Contract: Replace 2 3152 Flygt Dry Pit Submersible Pumps and Valves – Main Street Lift Station
Request for Budget Modification within 61-51-351-00 WPC Capital Improvements
Increase Main Street Lift Station Pumps and Valves from \$35,196.00 to \$52,446.00
Reduce Mixer (SE Plant) from \$30,000 to \$12,750

The Public Works Department released IFB 2023-12 for dry pit submersible pumps (2) and valve replacements (4) at the Main Street Lift Station. As a result of the bidding process, the City received one bid for \$52,446 from FTC Equipment, LLC, 5238 Winner Road, Kansas City, MO 64127 and one no bid from Alliance Pump & Mechanical Services, 627 S. Cottage Ave., Suite 205, Independence, MO 64050. The FY 2023 budget included \$35,196 for this project.

The FTC bid includes 2 pumps and replacement of all six (6) valves required by the pumps. The additional valves increase equipment costs by \$3,000, freight is \$750, and labor to cut, remove and replace the existing piping and equipment is \$13,999.12. It was determined during the bidding process that labor for the project would be more than routinely estimated due to the age of the lift station and the need to retrofit some of the existing piping. Primarily, the contractor will need to build pipe stands to hold the existing pipe in place while the current pumps/piping/valves are removed and new equipment is set in place and reinstalled. The contractor stated that given these conditions and the limited workspace within the lift station, it is anticipated that it will take a two man crew approximately one and one-half weeks to complete the job.

Given the Main Street Lift Station has been the primary lift station serving the Central Wastewater Treatment Plant. This lift station receives wastewater from the area roughly described as the Missouri State Fair Grounds and State Fair Community College to the south; S. Ohio Ave. to the east; the city limits to the west and W. Broadway Blvd. to the north.

We are asking for approval to modify the 61-51-351-00 WPC Capital Improvements budget to increase the line item for Main Street Lift Station Pumps and Valves from \$35,196.00 to \$52,446.00 and reduce the Mixer (SE Plant) from \$30,000 to \$12,750. The mixer replacement will be requested in the FY 2024 budget.

Thank you for your consideration of the replacement of these pumps and valves at Main Street Lift Station.

CITY OF SEDALIA
IFB 2023-012
REPLACE 2 3152 FLYGT DRY PIT SUBMERSIBLE PUMPS AND VALVES – MAIN ST. LIFT STATION
EXHIBIT 2 - EXAMPLE
CONTRACT AGREEMENT
BY AND BETWEEN
THE CITY OF SEDALIA, MISSOURI AND
TBD

This agreement made and entered into this xxx day of November, 2022, by and between the City of Sedalia, Missouri, hereinafter referred to as the "City" and TBD, hereinafter referred to as the "Contractor" whose principal place of business is located at xxxxxxxxxxxxxxxxx, MO xxxxx.

This agreement between the City and the Contractor shall consist of (1) the Invitation for Bids (IFBs), and any amendments thereto, (2) the response, as accepted, submitted in response to the IFB, (3) the purchase order and (4) fully executed change orders, if any. In the event of a conflict in language between the documents referenced above, the IFB and amendments thereto shall govern over the Contractor's response and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in the case of conflict with the applicable requirements stated in the IFB or the Contractor's response. In all other matters not affected by the written clarification, if any, the IFB shall govern.

Any modification and supplementation of the Contract shall be upon written agreement of the duly authorized representatives of the contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Contractor. This agreement is for 90 days, beginning on the date of the award.

Kelvin L. Shaw, City Administrator
City of Sedalia

Authorized Representative
TBD

ATTEST:

Arlene Silvey, MPCC
City Clerk

**CITY OF SEDALIA
IFB 2023-012**

REPLACE 2 3152 FLYGT DRY PIT SUBMERSIBLE PUMPS AND VALVES – MAIN ST. LIFT STATION

SECTION 4 BID FORM

SUBMITTED BY: FTC Equipment, LLC

(Company Name)

BY: _____

(Authorized Person's Signature)

Mike Malasek - President

(Print or Type Name and Title of Signer)

Pursuant to and in accordance with IFB 2023-012, the above signed hereby declares that they have examined the IFB documents and scope of work listed within the Specifications Section of this IFB provided by the City and the bidder's response. The above signed bids and agrees, if their bid is accepted, to furnish the item(s)/service(s) submitted below, including delivery to Sedalia, Missouri in accordance with the delivery schedule indicated below and according to the prices for products/services information submitted by the Bidder.

Item No.	Description	Qty.	Unit Price	Extended Price
1.	Flygt dry pit submersible pumps Model 3153.185-0918 and appurtenances	2	N/A	N/A
	Or			
	Sulzer dry pit submersible premium efficient pumps Model XFP150G-CB1.8 PE150/4 and appurtenances including pump stands (2) and CA 462 110-230V-AC seal leak/overtemp relay, din rail mounted, includes build in miniCAS converter.	2	\$13,069.87	\$26,139.74
	Or			
	Other Equivalent: _____	2	N/A	N/A

	DELIVERY: <u>10-12 Weeks</u> DAYS / WEEKS			
	AFTER RECIEPT OF ORDER.			
	SHALL WARRANTY THE ABOVE EQUIPMENT FOR PARTS, LABOR AND TRAVEL FOR			
	<u>5 Year Pro - Rated</u> YEARS.			

**CITY OF SEDALIA
IFB 2023-012**

REPLACE 2 3152 FLYGT DRY PIT SUBMERSIBLE PUMPS AND VALVES – MAIN ST. LIFT STATION

2.	<p>8" Kennedy Lever and Weight Check Valve</p> <p><i>Or</i></p> <p>Other Equivalent: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>DELIVERY: <u>3 - 5 Days</u> DAYS / WEEKS AFTER RECIEPT OF ORDER.</p> <p>SHALL WARRANTY THE ABOVE EQUIPMENT FOR PARTS, LABOR AND TRAVEL FOR <u>2 Year</u> YEARS.</p>	<p>2</p> <p><i>Or</i></p> <p>2</p>	<p>\$2,678.57</p> <p>N/A</p>	<p>\$5,357.14</p> <p>N/A</p>
3.	<p>8" Kennedy Eccentric Plug Valve</p> <p><i>Or</i></p> <p>Other Equivalent: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>DELIVERY: <u>3 - 5 Days</u> DAYS / WEEKS AFTER RECIEPT OF ORDER.</p> <p>SHALL WARRANTY THE ABOVE EQUIPMENT FOR PARTS, LABOR AND TRAVEL FOR <u>2 Year</u> YEARS.</p>	<p>4</p> <p><i>Or</i></p> <p>4</p>	<p>\$1,550.00</p> <p>N/A</p>	<p>\$6,200.00</p> <p>N/A</p>
4.	<p>Removal of existing dry pit submersible pumps (2) and valves (6); Installation of new dry pit submersible pumps (2) and valves (6), Start-up and Testing.</p> <p>LUMP SUM FOR ALL COSTS RELATED TO REMOVAL, INSTALLATION AND TESTING</p>	LS		\$13,999.12
5.	FREIGHT	LS		\$750.00
GRAND TOTAL				\$52,446.00

DELIVERY FOB SEDALIA, MO

CITY OF SEDALIA
IFB 2023-012

REPLACE 2 3152 FLYGT DRY PIT SUBMERSIBLE PUMPS AND VALVES – MAIN ST. LIFT STATION
AFFIDAVIT OF COMPLIANCE

To be submitted with bidder's response to this IFB for replacement of two (2) existing Flygt Old Model Number: 3152.181.5346 dry pit submersible pumps through purchase and installation of two (2) Flygt New Model Number: 3153.185-0918 dry pit submersible pumps and check valves (1 each per pump location) and eccentric plug valves (2 each per pump location) or equivalent units.

 We DO NOT take exception to the IFB Documents/Requirements.

 X We TAKE exception to the IFB Documents/Requirements as follows:

Specific exceptions are as follows: _____

FTC is bidding the Sulzer XFP 150G that has been approved as an equivalent.

I have carefully examined the IFB and agree to abide by all submitted pricing, delivery, terms and conditions of this IFB unless otherwise stipulated herein.

Company Name FTC Equipment, LLC

ADDENDA

By


(Authorized Person's Signature)

Bidder acknowledges receipt of the following addendum:

Addendum No. N/A

Mike Malasek - President

(Print or type name and title of signer)

Addendum No. _____

Company Address _____

Addendum No. _____

5238 Winner Rd.

Addendum No. _____

Kansas City, MO 64127

Addendum No. _____

Telephone Number 816-833-7200

Email mikem@ftcequipment.com

Fax Number: 816-833-1074

Federal Tax ID No. 54-2153583

Date: 10/28/22

TABULATION OF BIDS

Replace 2 Dry Pit Submersible Pumps and Valves - Main St. Lift Station
October 31, 2022 2:00 p.m.
Council Chambers

		FTC Equipment, LLC 5238 Winner Rd. Kansas City, MO 64127	
Description	Qty.	Unit Price	Ext. Price
Flygt Model 3153.185-0918 & appurtenances	2	N/A	N/A
Sulzer Model XFP150G-CB1.8 PE150/4 & appurtenances	2	\$13,069.87	\$26,139.74
Equivalent	2	N/A	N/A
Delivery		10-12 Weeks	
WARRANTY PARTS/LABOR/TRAVEL		5 Year Pro-Rated	
8" Kennedy Lever & Weight Check Valve	2	\$2,678.57	\$5,357.14
Equivalent	2	N/A	N/A
Delivery		3-5 Days	
WARRANTY PARTS/LABOR/TRAVEL		2 Years	
8" Kennedy Eccentric Plug Valve	4	\$1,550.00	\$6,200.00
Equivalent	4	N/A	N/A
Delivery		3-5 Days	
WARRANTY PARTS/LABOR/TRAVEL		2 Years	
Remove/Install/Start-up/Testing	LS		\$13,999.12
Freight	LS		\$750.00
GRAND TOTAL			\$52,446.00
Bid Bond		Yes	
E-Verify		Yes	

Note: Alliance Pump & Mechanical Services, 627 S. Cottage Ave, Suite 205, Independence, MO 64050 - **No Bid**

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A TRANSPORTATION ALTERNATIVES PROGRAM (TAP) AGREEMENT FOR THE KATY DEPOT – LIBERTY PARK CONNECT SEDALIA PROJECT WITH THE MISSOURI DEPARTMENT OF TRANSPORTATION.

WHEREAS, The City of Sedalia, Missouri, has received an agreement for a Transportation Alternatives Program (TAP) project award from the Missouri Highways and Transportation Commission for the Katy Depot – Liberty Park Connect Sedalia project on Third Street; and

WHEREAS, under the terms of the agreement, the City of Sedalia shall receive the sum and amount not to exceed Five Hundred Thousand Dollars (\$500,000.00) as more fully described in the agreement attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri, Sedalia and Missouri Highways and Transportation Commission, in substantively the same form and content as the agreement has been proposed.

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

Section 4. The City agrees to provide five hundred thousand dollars (\$500,000) in local matching funds to the five hundred thousand dollars in Transportation Enhancement Funds to be provided by the Missouri Department of Transportation for use by the City in completing the project.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 3rd day of January, 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 3rd day of January, 2023.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers, City Clerk

To: Kelvin Shaw
From: Brenda Ardrey *BA*
Date: December 30, 2022
Subject: MoDOT – Approval of Agreement and Acceptance of Grant Award
2022 Transportation Alternatives Program (TAP)

The Public Works Department is requesting City Council's approval of the attached Missouri Department of Transportation (MoDOT) Transportation Alternatives Program (TAP) grant award and agreement for a trail segment included in the Public Works Department's original 2023 Capital Improvements Budget Request. According to the TAP grant application guidance document, it indicates that the projects will move to construction in approximately 23 months.

The project will specifically have a goal of providing all trail users, pedestrians, bicyclists, and users of other non-motorized forms of transportation, with a safe, dedicated trail corridor along Third St. in Sedalia, Missouri and traveling across the city from the Katy Depot through the heart of Sedalia's historic downtown business district including Sacred Heart School and culminating at Liberty Park – the home of the new Heckert Community Center. The Katy Depot – Liberty Park Connect Project will construct 1.00 miles of hard surface (i.e., concrete) trail constructed adjacent to city streets in the City's existing right-of-way. This project will complete a trail from the Katy Trail State Park near 600 E. Third St. to Liberty Park at 1200 W. Third St. and the Heckert Community Center. This project will move hundreds of walkers and bicyclists from city streets onto a dedicated 10' wide trail through the heart of Sedalia. This will result in increased safety for not only trail patrons and children walking to school, but will increase safety for vehicles traveling in this area. Reference was made to the grant application in the City's budget for fiscal year 2023 and is supported by the City Council. The project will be constructed in compliance with the American's with Disabilities Act of 1990 (ADA) and will include trail surfacing, safety gates, lighting and signage.

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

CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 10/22 (MWH)
Modified:

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP – 5700(512)
Award Year: 2023
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ENHANCEMENTS FUNDS
PROGRAM AGREEMENT**

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

WITNESSETH:

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

(1) PURPOSE: The United States Congress has authorized, in Infrastructure Investment and Jobs Act (IIJA); 23 U.S.C. §101, §106 §133; and §208 funds to be used for transportation enhancements activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation enhancements funds which are the subject of this Agreement are for the project at the following location: the Katy Depot – Liberty Park Connect Sedalia Project on Third Street in Sedalia, MO.

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

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

the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Enhancements Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

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

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

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

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

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

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

(6) COMMISSION REPRESENTATIVE: The Commission's 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.

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

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

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

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

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

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

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may

determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

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

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

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

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

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

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

made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this 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. However, upon written request by the City and written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and by the FHWA, the Commission will file copies of said plans in the office of the County clerk; and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and

specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80% (eighty percent) not to exceed \$500,000.00 (five hundred thousand dollars). The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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

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

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of

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

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

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

(23) 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.

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

Executed by the City on _____(DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SEDALIA

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No _____

Exhibit A - Location of Project

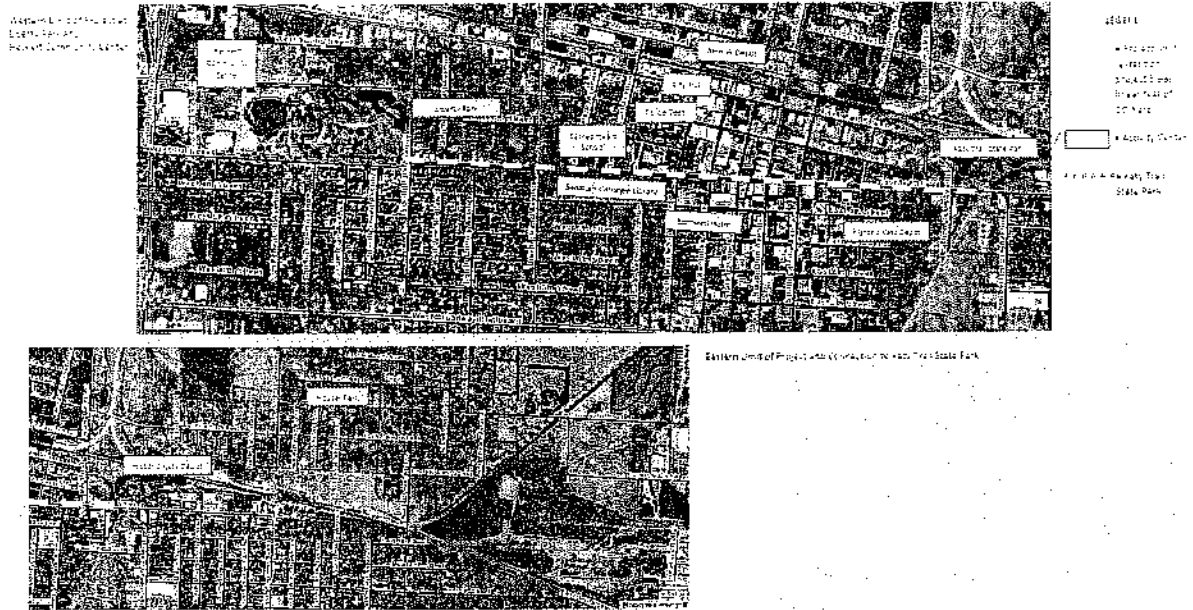


Exhibit B – Project Schedule

Project Description: TAP 5700(512) the Katy Depot – Liberty Park Connect Sedalia Project on Third Street in Sedalia, MO.

Task	Date
Date funding is made available or allocated to recipient	11/1/2022
Solicitation for Professional Engineering Services (advertised)	1/1/2023
Engineering Services Contract Approved	4/1/2023
Conceptual Study (if applicable)	6/1/2023
Preliminary and Right-of-Way Plans Submittal	11/1/2023
Plans, Specifications & Estimate (PS&E) Submittal	4/1/2024
Plans, Specifications & Estimate (PS&E) Approval	5/1/2004
Advertisement for Letting	6/1/2024
Bid Opening	7/1/2024
Construction Contract Award or Planning Study completed (REQUIRED)	8/30/2024

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

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

**Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts**

Office of the Mayor

TO: Members of City Council
FROM: Mayor Andrew Dawson
DATE: December 29, 2022
RE: New Appointments

I would like to make the following recommendations:

New Appointments:

BOARD/COMMITTEE	MEMBER	TERM
Zoning Board of Adjustments		
	Mike Privitt	Completing Kevin Wade's Term Expiring 06/2026
	Chris Paszkiewicz	Alternate Member Expiring 06/2026