



City Council Meeting Agenda
Monday, February 7, 2022 – 6:30 p.m.
City Hall, 200 South Osage, Sedalia MO

MAYOR: JOHN KEHDE

MAYOR PRO-TEM: JEFF LEEMAN

- A. CALL TO ORDER** – Mayor Kehde – Council Chambers
- B. PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. SERVICE AWARDS**
 - 1. Brandon Hill – Equipment Operator I – Sanitation Department – 10 years of service
- E. SPECIAL AWARDS** – None
- F. RETIREMENT AWARDS**
 - 1. Harry Hayward – Cemetery Department – 5 years 6 months of service
 - 2. K9 Charlie – Police Department
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
 - A. Council Meeting – January 18, 2022
- 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. Personnel Regulations Amendments
 - Council Discussion led by Chairman Bloess
 - Call for Ordinance amending the Personnel Regulations Manual of the City of Sedalia, Missouri by removing Section 6.3 (Emergency Leave) and amending Section 5.3 (Compensation Guidelines) and Section 6.2 (Sick Leave) – Mayor Kehde
 - B. PUBLIC SAFETY** - Chairwoman Tina Boggess; Vice Chairman Bob Cross
 - 1. Motion and second to acknowledge and make notice of the initial actuarial valuation received from Lagers to determine employer contribution rates required to support the administration of benefits from the Firefighter’s Retirement Fund by Lagers. Per Section 105.675 RSMo, the actuarial valuation must be available as public information for at least 45 calendar days before final action can be taken by the City Council to elect plan administration by Lagers.
 - C. PUBLIC WORKS** – Chairman Thomas Oldham; Vice Chairman Lucas Richardson
 - 1. Agreement – Olsson, Inc. – SCADA Software - \$25,000.00/year
 - Council Discussion led by Chairman Oldham
 - Call for Ordinance authorizing a one year contract with Olsson, Inc. for SCADA System Software used for the City’s Wastewater Treatment Plants – Mayor Kehde
 - 2. Change Order 2 – Smico Contracting Group LLC – Main Street Lift Station Rehabilitation - \$4,323.57
 - Council Discussion led by Chairman Oldham
 - Call for Ordinance authorizing Change Order Number Two for the Main Street Lift Station Rehabilitation project – Mayor Kehde

3. Changing “No Parking” times

Council Discussion led by Chairman Oldham

- Call for Ordinance amending Ordinance No. 11505 by changing “No Parking” times to 7:00 a.m. to 4:00 p.m. on school days on the South side of West 5th Street from South Warren Avenue to South Limit Avenue – Mayor Kehde

4. Waste Water Disinfection Supplies – UV Doctor Lamps, LLC

Council discussion led by Chairman Oldham

- Call for Ordinance authorizing a one-year contract extension between the City of Sedalia, Missouri and UV Doctor Lamps, LLC for UV3000 Plus Disinfection System supplies for the Wastewater Treatment Plants – Mayor Kehde

D. COMMUNITY DEVELOPMENT – Chairman Andrew Dawson; Vice Chairman Jeff Leeman – No Report

IV. OTHER BUSINESS

A. APPOINTMENTS

New (Planning & Zoning Commission)

*Jerry Ross – 920 S. Harrison – Completing Jordan Tatum’s term Expiring June 2023

Reappointments (Central Business & Cultural District Board of Directors)

*Deidre Esquivel – 1715 W 18th – 3 Year Term Expiring January 2025

*Jim Fischer – 1415 S Beacon – 3 Year Term Expiring January 2025

*Mark Quattlebaum – 3305 Buckingham Court – 3 Year Term Expiring January 2025

*Christopher Paszkiewicz – 712 W Broadway – 3 Year Term Expiring January 2025

B. LIQUOR LICENSES

Renewals:

*Payton Burton dba Bandana’s BBQ – 2909 W Broadway – Beer & Wine & Sunday Sales - \$375

*Gloria Ayala dba El Espolon – 2400 S Limit – Liquor By The Drink & Sunday Sales - \$750

*Gloria Ayala dba Tacos Degollado – 813 Thompson Blvd. – Liquor By The Drink & Sunday Sales - \$750

*Erica Eisenmenger dba Ivory Grille LLC – 317 S Ohio – Sunday Sales - \$300

*Cathy Geotz dba Break Time #3079 – 2801 W Broadway – Packaged Liquor - \$150

*Tyler Singer dba Aldi #88 – 3701 W Broadway – 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.

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

If this is the **first time** you have joined a GoToMeeting you will be asked to identify yourself. Please fill in this information. If you would like, and we suggest you do, go ahead and set your preferences to make it easier to join next time. If you are new to GoToMeeting, we suggest to get the app through the following link: <https://global.gotomeeting.com/install/578973061> This will make joining these meetings quick and easy. Once you have followed the link above and identified yourself you will be given options for how you want to join in with **audio**. For **smartphones**: tap on one of the phone numbers and it will dial the phone and the meeting numbers. For **other devices**: use the feature of call me. The phone audio will be much better than through your computer. This should come up if you have your preferences set up to show it. If it does not, in the upper right-hand corner of the GoToMeeting screen you will see an icon that looks like a gear. Click on the gear and then look for "Phone" and if it is not highlighted click on it. One of the options should be to call me. Put the phone number you want to be called on (direct dial) into the box provided and then click the "Call Me" button. Once the system calls you, you will be asked to hit pound.

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

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

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

United States (Toll Free): 1 866 899 4679 Access Code: 578-973-061

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

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 FEBRUARY 4, 2022 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



OFFICE OF THE CITY ADMINISTRATOR

To: Honorable Mayor John Kehde & City Council Members
From: Kelvin Shaw, City Administrator
Re: Agenda items for City Council meeting on Tuesday, February 7, 2022, 6:30 p.m.

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

1. Shannon Ramey-Trull, Human Resources Director, has been reviewing our personnel policies to bring them up to date and less bureaucratic. At this time, staff proposes a couple changes to make the time reporting and payroll process more efficient.

The current policies separate out the reporting and accounting for different reasons for the use of sick leave. Combining these into one category of sick leave will simplify the reporting, yet not change the function or compensation to employees.

The policies also have an outdated provision that was carried over from when paper payroll checks were handed out to each employee. This policy required that if such distribution date fell on a city recognized holiday the checks would be handed out the day before. With direct deposit, this policy statement is no longer applicable or necessary.

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

1. As has been discussed multiple times with Council, the current firefighter's pension plan is not performing well and thereby is falling further and further behind into an underfunded status. We have investigated the possibilities of moving these employees to the Local Area Government Employee Retirement System (LAGERS), brought this information back to Council, and met with the employees. During the strategic planning process, Council scored fixing this issue as the top priority in the general fund initiatives. Before Council can consider moving these employees to the LAGERS plan, the actuary report must be made available to the public for a 45-day comment period. Staff recommends approval of formally starting this comment period. This does not commit to making the move; it just formally starts the required public information and comment period. After expiration of such period, Council can then consider the question of moving or not.

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

1. The City utilizes a Supervisory Control and Data Acquisition (SCADA) software package to help manage the sewer facilities. The software monitors several checkpoints and provides alerts when the systems are not functioning properly. Since the current SCADA software package is proprietary to the Olsson engineering firm, any issues or updates to the program requires their assistance. Staff recommends approval of a one-year extension to the contract with them for such assistance on a time and materials basis. The total amount paid under this contract for these services is expected to be under \$25,000.00.

2. During the sewer lift station rehabilitation project on Main Street, an electric chain hoist used for maintenance of the equipment failed. Staff recommends approval of a change order to the contract with the firm doing the rehabilitation to add the cost of replacing this hoist of \$4,323.57.
3. At the last Council meeting, you approved an ordinance to create a no parking zone during school hours on the South side of 5th Street from South Warren Avenue to South Limit Avenue. Since that meeting, the school district requested that we start the time an hour earlier than was previously passed. Staff recommends approval of an amendment to move the time for the parking prohibition to 7:00 a.m. to 4:00 p.m. on school days.
4. In 2017, the procurement contract for supplies used in the disinfection in the City's sewer systems was bid out and awarded to the sole bidder. The successful bidder has agreed to extend the contract another year at the same prices. Staff recommends approval of a one-year contract extension with UV Doctor Lamps, LLC to provide UV3000 Plus Disinfection System Supplies.

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



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
JANUARY 18, 2022

"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 Tuesday, January 18, 2022 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 Chaplain Byron Matson followed by the Pledge of Allegiance.

ROLL CALL:

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

SERVICE/SPECIAL/RETIREMENT AWARDS: None

MINUTES: The Council Meeting minutes of January 3, 2022, Special Council Meeting of January 8, 2022 and Strategic Planning Session of January 8, 2022 were approved on motion by Oldham, seconded by Dawson. All in favor.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: The Citizens Traffic Advisory Commission minutes dated December 15, 2021 were accepted on motion by Oldham, seconded by Dawson. All in favor.

ROLL CALL OF STANDING COMMITTEES:

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

Financial Update – City Administrator Kelvin Shaw stated that fiscal year-to-date, sales tax is up 13.4%, use tax is up 13.5%, franchise & cigarette tax is down 3.3%, transportation tax is up 11.6% and property tax collected is down 1.6%. City Administrator Shaw provided a 10-year average breakdown of tax amounts collected and their ranking.

- Collection March/Sales January – 10 yr. Average \$1,180,380 (10% of total) – Rank 3
Collection April/Sales February – 10 yr. Average \$943,292 (8% of total) – Rank 8
Collection May/Sales March – 10 yr. Average \$705,707 (6% of total) – Rank 12
Collection June/Sales April – 10 yr. Average \$1,175,343 (9.9% of total) – Rank 4
Collection July/Sales May – 10 yr. Average \$1,131,441 (9.6% of total) – Rank 5
Collection August/Sales June – 10 yr. Average \$706,430 (6% of total) – Rank 11
Collection September/Sales July – 10 yr. Average \$1,286,207 (10.9% of total) – Rank 1
Collection October/Sales August – 10 yr. Average 998,178 (8.4% of total) – Rank 7
Collection November/Sales September – 10 yr. Average \$732,137 (6.2% of total) – Rank 10
Collection December/Sales October – 10 yr. Average \$1,189,322 (10% of total) – Rank 2
Collection January/Sales November – 10 yr. Average \$1,030,313 (8.7% of total) – Rank 6
Collection February/Sales December – 10 yr. Average \$765,235 (6.5% of total) – Rank 9
Totals – \$11,843,985 (100%)/Average \$969,419

- Due to the pandemic, inmate labor thru the Missouri Department of Corrections hasn't been available for the last 2 years. If labor becomes available, the amendment extends the contract for another year.

BILL NO. 2022-6, ORDINANCE NO. 11500 – AN ORDINANCE AUTHORIZING A CONTRACT AMENDMENT TO A SUPERVISED WORK RELEASE PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND MISSOURI DEPARTMENT OF CORRECTIONS, DIVISION OF ADULT INSTITUTIONS, TIPTON CORRECTIONAL CENTER was read once by title.

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

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

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

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

- The Police Department was awarded a grant from the US Department of Justice and the quote from Motorola Solutions is for the purchase of 2 dual band radios at a cost of \$11,780.18. The budget amendment is to recognize grant revenue and appropriate the expenditure.

BILL NO. 2022-7, ORDINANCE NO. 11501 – AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FROM MOTOROLA SOLUTIONS FOR THE PURCHASE OF TWO DUAL BAND RADIOS FOR THE SEDALIA POLICE DEPARTMENT was read once by title.

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

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

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

RESOLUTION NO. 1947 – 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 TWO DUAL BAND RADIOS FOR THE POLICE DEPARTMENT was read once by title and approved on motion by Oldham, seconded by Leeman. All in favor.

BILL NO. 2022-8, ORDINANCE NO. 11502 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2021-2022 REGARDING THE PURCHASE OF TWO DUAL BAND RADIOS FOR THE POLICE DEPARTMENT was read once by title.

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

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

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

- Staff is working on an application for a Community Development Block Grant and for the City to be considered for the grant, a resolution must be in place establishing policies on the use of excessive force.

RESOLUTION NO. 1948 – A RESOLUTION ESTABLISHING RULES AND REGULATIONS REGARDING THE USE OF EXCESSIVE FORCE DURING NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS was read once by title and approved on motion by Oldham, seconded by Dawson. All in favor.

- The budget amendment is to increase appropriations by \$24,000.00 for vehicle repairs and maintenance for the Fire Department.

RESOLUTION NO. 1949 – 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 VEHICLE AND EQUIPMENT REPAIR AND PARTS EXPENSES FOR THE FIRE DEPARTMENT was read once by title and approved on motion by Oldham, seconded by Dawson. All in favor.

BILL NO. 2022-9, ORDINANCE NO. 11503 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2021-2022 REGARDING THE VEHICLE AND EQUIPMENT REPAIR AND PARTS EXPENSES OF THE FIRE DEPARTMENT was read once by title.

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

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

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

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

- Staff is working on an application for Community Development Block Grant funding in the amount of \$500,00.00 for sidewalk rehabilitation projects in the Midtown 353 Redevelopment Area and the South section of the City that is generally bounded by residential properties from the East city limits West to Park Avenue and from South city limits to the North city limits. If awarded, an equal amount of matching funds is required.

RESOLUTION NO. 1950 – A RESOLUTION OF THE CITY OF SEDALIA, MISSOURI AUTHORIZING THE APPLICATION FOR FUNDING THROUGH THE STATE OF MISSOURI’S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM was read once by title and approved on motion by Leeman, seconded by Oldham. All in favor.

- The Resolution authorizes the submission of an evaluation of industrial pre-treatment local limits and update to City Code to the Missouri Department of Natural Resources.

RESOLUTION NO. 1951 – A RESOLUTION AUTHORIZING THE SUBMISSION OF AN EVALUATION OF INDUSTRIAL PRE-TREATMENT LOCAL LIMITS AND UPDATE TO CITY CODE RELATED TO SEWERS AND LOCAL LIMITS TO THE MISSOURI DEPARTMENT OF NATURAL RESOURCES was read once by title and approved on motion by Oldham, seconded by Bloess. All in favor.

- The Ordinance approves a reduced speed limit from 25 mph to 15 mph on Tiger Pride Boulevard.

BILL NO. 2022-10, ORDINANCE NO. 11504 – AN ORDINANCE AUTHORIZING A REDUCED SPEED LIMIT ON TIGER PRIDE BOULEVARD was read once by title.

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

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

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

- The Ordinance establishes no parking on the South side of West 5th Street from South Warren to South Limit on school days.

BILL NO. 2022-11, ORDINANCE NO. 11505 – AN ORDINANCE ESTABLISHING “NO PARKING” ON THE SOUTH SIDE OF WEST 5TH STREET FROM SOUTH WARREN AVENUE TO SOUTH LIMIT AVENUE ON SCHOOL DAYS FROM 8:00 A.M. TO 4:00 P.M. was read once by title.

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

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

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

- The Ordinance establishes a 4-way stop at the intersection of East Saline and North Engineer.

BILL NO. 2022-12, ORDINANCE NO. 11506 – AN ORDINANCE ESTABLISHING A 4 WAY STOP AT THE INTERSECTION OF EAST SALINE STREET AND NORTH ENGINEER AVENUE was read once by title.

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

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

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

- The Ordinance approves a reduced speed limit from 30 mph to 25 mph on North Engineer from Reine Avenue to the Union Pacific Railroad.

BILL NO. 2022-13, ORDINANCE NO. 11507 – AN ORDINANCE AUTHORIZING A REDUCED SPEED LIMIT NORTH TO SOUTH ON ENGINEER AVENUE FROM REINE AVENUE TO THE UNION PACIFIC RAILROAD was read once by title.

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

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

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

- Staff has been working with an engineering firm to develop a master plan for Water and Wastewater. They are creating a model that can be updated showing the capacity of the systems. The quote from Carahsoft Technology Corporation identifies Bentley as the preferred software provider. Total cost for both packages \$34,946.00.

BILL NO. 2022-14, ORDINANCE NO. 11508 – AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FROM CARAHSOFT TECHNOLOGY CORPORATION FOR BENTLEY WATERCAD STANDALONE AND SEWERGEMS WATER AND WASTEWATER MODELING SOFTWARE was read once by title.

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

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

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

- The budget amendment in the amount of \$5,000.00 is to hire a forestry management consultant to identify opportunities to harvest timber at Springfork Lake.

RESOLUTION NO. 1952 – 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 A TIMBER ASSESSMENT AT SPRINGFORK LAKE was read once by title and approved on motion by Oldham, seconded by Bloess. All in favor.

BILL NO. 2022-15, ORDINANCE NO. 11509 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2021-2022 REGARDING A TIMBER ASSESSMENT AT SPRINGFORK LAKE was read once by title.

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

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

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

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

- The agreement is for the lease of office space by Oats in the Amtrak Depot formerly occupied by Sedalia Downtown Development. Lease \$600.00/month.

BILL NO. 2022-16, ORDINANCE NO. 11510 – AN ORDINANCE AUTHORIZING AN OFFICE SPACE LEASE BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND OATS, INC. LOCATED AT THE AMTRAK DEPOT was read once by title.

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

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

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

➤ Staff is working on an application for a Community Development Block Grant and for the City to be considered for the grant, a Resolution must be in place supporting fair housing practices.

RESOLUTION NO. 1953 – A RESOLUTION SUPPORTING FAIR HOUSING PRACTICES IN THE CITY OF SEDALIA, MISSOURI was read once by title and approved on motion by Oldham, seconded by Bloess. All in favor.

APPOINTMENTS:

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

Housing Authority Board of Directors

*Christian Dobrowski – 420 S Grand – Replacing Turf Martin – Term Ending June 2026

*David Esser – 116 E Main #B – Replacing Joshua Howell – Term Ending June 2024

City Administrator Kelvin Shaw stated that Turf Martin's term actually expired in June 2021, however per state statutes, he can serve until he is replaced. City Administrator Shaw also stated that the reason Joshua Howell is being replaced is that per state statutes a City employee cannot serve on the Housing Authority Board.

BIDS: None

LIQUOR LICENSES: The renewal Liquor License for Lovell Curry dba The Den at 115 West Main for Liquor by the Drink and Sunday Sales was read and approved on motion by Oldham, seconded by Leeman. All in favor.

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Mayor Kehde stated that the public forum held Friday, January 14, 2022 regarding sidewalks was well attended. The City is committing \$500,000.00 a year towards improving sidewalks and hopefully will be awarded a matching \$500,000.00 grant.

GOOD & WELFARE: None

The meeting adjourned at 7:05 p.m. on motion by Oldham, 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 Oldham, Dawson, Boggess, Richardson, Cross and Bloess. Leeman and Foster voted "Yes" by video conference. No one voted "No".

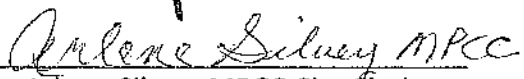
The regular meeting reopened at 7:49 p.m. on motion by Oldham, seconded by Dawson. All in favor.

The meeting adjourned at 7:50 p.m. on motion by Oldham, seconded by Dawson. All in favor.

THE CITY OF SEDALIA, MISSOURI



John Kehde, Mayor



Arlene Silvey, MPCC City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE PERSONNEL REGULATIONS MANUAL OF THE CITY OF SEDALIA, MISSOURI BY REMOVING SECTION 6.3 (EMERGENCY LEAVE), AND AMENDING SECTION 5.3 (COMPENSATION GUIDELINES) AND SECTION 6.2 (SICK LEAVE).

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

Section 1. Section 6.3 (Emergency Leave) is hereby deleted.

Section 2. Section 5.3 (Compensation Guidelines) is hereby amended to remove the following language: "If a payroll distribution falls on a city holiday, payroll transfers shall be available on the business day immediately preceding the holiday."

Section 3. Section 6.2 (Sick Leave) is hereby amended to add the following language:

"Sick Leave may be granted for an immediate family illness, incapacity, dental, optical or medication examination involving the following: spouse, children (including an unborn child), foster children who are living with the employee, parents, grandparents, grandchildren, sisters, brothers. This section shall also include step relatives and in-laws of the same degree.

Sick Leave may also be granted where the employee is not the primary caregiver involving the following: spouse, children (including an unborn child), foster children who have lived with the employee, parents, grandparents, grandchildren, sisters, brothers. This section shall also include step relatives and in-laws of the same degree.

Special emergency conditions, such as household fire, or automobile accident, occurring to the employee or a member of his/her immediate family are also eligible for emergency leave."

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 7th day of February, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of February, 2022.

John Kehde, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk



Let's Cross Paths

City of Sedalia

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

January 18, 2022

City Administrator Shaw,

The Human Resources Department is requesting an update to the Personnel Policies Manual. As you are aware, there are several policy updates, additions, changes and revisions that are needing to be made to our current version of the Personnel Policies Manual.

A few changes that are currently being recommended are:

- In reviewing with Finance while setting up Employee Self Service, it has been determined that we no longer need policy 6.3 Emergency Leave. This leave can be used/coded as normal sick leave (SL). The following language from the Emergency Sick Leave policy will be added to the City's current Sick Leave policy section 6.2 under Sick Leave Usage:
 - o Sick Leave may be granted for an immediate family illness, incapacity, dental, optical or medication examination involving the following: spouse, children (including an unborn child), foster children who are living with the employee, parents, grandparents, grandchildren, sisters, brothers. This section shall also include step relatives and in-laws of the same degree.
 - o Sick Leave may also be granted where the employee **is not the primary caregiver** involving the following: spouse, children (including an unborn child), foster children who have lived with the employee, parents, grandparents, grandchildren, sisters, brothers. This section shall also include step relatives and in-laws of the same degree.
 - o Special emergency conditions, such as household fire, or automobile accident, occurring to the employee or a member of his/her immediate family are also eligible for emergency leave.
- Removal of the following sentence from section 5.3 Compensation Guidelines, "If a payroll distribution falls on a city holiday, payroll transfers shall be available on the business day immediately preceding the holiday." This has caused some issues when processing payroll around holidays and was originally meant for when the City handed out paper checks and no longer is needed due to direct deposit.

Sincerely,

Shannon Ramey-Trull
Human Resources Director



Let's Cross Paths

City of Sedalia

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

January 18, 2022

City Administrator Shaw,

With the proposed transition of the Fire Fighter's Pension Retirement Fund over to LAGERS, the City has received the initial actuarial valuation from LAGERS which will determine the employer contribution rates.

In accordance with Section 105.675 RSMo., the actuarial valuation must be made available to the public for at least 45 days before action can be taken by the City Council. Per this state statute, the City must make notice of the report in the official Council minutes. The notice is not binding on the City but does establish the starting date of the required waiting period. After the 45th day, the public information period expires and the Fire Fighter's Pension Retirement Fund and the City Council may adopt a Joinder Agreement.

Sincerely,

Shannon Ramey-Trull
Human Resources Director



October 8, 2021 E-Mail

Mr. Jeff Pabst
 Education and Outreach Coordinator
 Missouri Local Government
 Employees Retirement System
 P.O. Box 1665
 Jefferson City, Missouri 65102

Re: The City of Sedalia (#3034) – Fire Department

Dear Mr. Pabst:

As you requested, we have determined the initial computed employer contribution rate for the City of Sedalia Fire department as of July 31, 2021 based upon the benefit provisions being considered by the subdivision (L-6 and L-11, 3 year FAC, 0% member contribution rate, and regular retirement). The cost to the employer is shown under two scenarios for members if the department was to join LAGERS. The first scenario assumes that **only new members** would be covered under LAGERS. The second scenario assumes that all members would join LAGERS and that prior service would be granted for **eligibility purposes only**.

<u>As of July 31, 2021</u>	<u>New Fire Employees Only</u>		<u>All Fire Members (Prior Service for Vesting Only)</u>	
	<u>L-6</u>	<u>L-11</u>	<u>L-6</u>	<u>L-11</u>
Current Service Cost	15.1%	18.6%	15.1%	18.6%
Disability Cost	1.0	1.2	1.0	1.2
Prior Service Cost	<u>0.0</u>	<u>0.0</u>	<u>2.6</u>	<u>3.3</u>
Total Employer Contribution Rate	16.1%	19.8%	18.7%	23.1%
Increase in Unfunded Actuarial Accrued Liability	\$0	\$0	\$902,944	\$1,141,292

The results above are based upon a 30-year amortization of the increase in the unfunded actuarial accrued liability (UAAL). A summary of the active member data used for the initial valuation is shown below:

Active Members as of July 31, 2021

<u>Division</u>	<u>Number</u>	<u>Payroll</u>	<u>Avg. Payroll</u>	<u>Avg. Age</u>	<u>Avg. Service</u>
Fire	41	\$2,027,329	\$49,447	38.1 years	11.6 years

Below are projections needed to comply with Missouri State disclosure requirements (Section 105.660 of the RSMo) regarding the adoption of LAGERS benefits by a political subdivision. The following projections correspond with the second scenario and assume that all members would join LAGERS and that prior service would be granted for **eligibility purposes only**.

Fire Division:

L-6 Benefit Program, 0% Member Contribution Rate, 3 year FAS, Normal Retirement

Valuation Year	Estimated Projected Payroll	L-6 Benefit Program		
		Estimated Employer Contribution		Unfunded Actuarial
		As a % of Payroll	Annual Dollars	Accrued Liability
2021	\$ 2,027,329	18.7%	\$379,111	\$ 902,944
2022	2,083,081	18.7	389,536	911,606
2023	2,140,366	18.7	400,248	919,374
2024	2,199,226	18.7	411,255	926,144
2025	2,259,705	18.7	422,565	931,805
2026	2,321,847	18.7	434,185	936,235
2027	2,385,698	18.7	446,126	939,303
2028	2,451,305	18.7	458,394	940,868
2029	2,518,716	18.7	471,000	940,777
2030	2,587,981	18.7	483,952	938,866

Fire Division:

L-11 Benefit Program, 0% Member Contribution Rate, 3 year FAS, Normal Retirement

Valuation Year	Estimated Projected Payroll	L-11 Benefit Program		
		Estimated Employer Contribution		Unfunded Actuarial
		As a % of Payroll	Annual Dollars	Accrued Liability
2021	\$ 2,027,329	23.1%	\$468,313	\$ 1,141,292
2022	2,083,081	23.1	481,192	1,152,240
2023	2,140,366	23.1	494,425	1,162,058
2024	2,199,226	23.1	508,021	1,170,616
2025	2,259,705	23.1	521,992	1,177,771
2026	2,321,847	23.1	536,347	1,183,370
2027	2,385,698	23.1	551,096	1,187,248
2028	2,451,305	23.1	566,251	1,189,226
2029	2,518,716	23.1	581,823	1,189,112
2030	2,587,981	23.1	597,824	1,186,697



The long term cost (C) of providing retirement benefits depends only on the benefits (B) that are paid to participants, the expenses (E) of administering the plan, and the investment return (I) generated on invested assets: $C = B + E - I$. For a given level of benefits, the cost of providing those benefits is lowered if administrative expenses are lowered or investment income is increased.

The long term costs are financed by a series of employer and member contributions. The series of contributions is flexible. If more is contributed in early years, less has to be contributed in later years, and vice-versa. Over time the series of contributions has to have the same value as benefits and expenses. The actuary determines each year's contribution based on a funding method and a set of actuarial assumptions. The chosen funding method and assumptions do not affect the long term cost of providing retirement benefits, but have a strong impact on the series of contributions made to fund the benefits.

The methods and assumptions used were the same as those used in the annual actuarial valuations as of February 28, 2021. In particular, the assumed rate of investment return was 7.00% and the assumed rate of payroll growth was 2.75%.

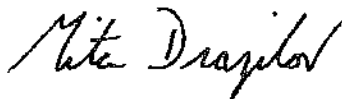
If the City participates in LAGERS for the Fire Department, the actuarial valuations will be prepared using the LAGERS assumptions, as adopted by the LAGERS Retirement Board. If future experience follows the LAGERS assumptions, the contribution rates calculated in this report will remain approximately level. If future experience is worse than the LAGERS assumptions, the contribution rates will gradually increase over time.

This report was prepared using our proprietary valuation model and related software which in our professional judgment has the capability to provide results that are consistent with the purposes of the valuation. We performed tests to ensure that the model reasonably represents that which is intended to be modeled.

Mita D. Drazilov is a Member of the American Academy of Actuaries (MAAA) and meets the Qualification Standards of the Academy of Actuaries to render the actuarial opinions contained herein.

Please call if you have any questions.

Sincerely,
Gabriel, Roeder, Smith & Company



Mita D. Drazilov, ASA, FCA, MAAA

MDD:sc



BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A ONE YEAR CONTRACT WITH OLSSON, INC. FOR SCADA SYSTEM SOFTWARE USED FOR THE CITY'S WASTEWATER TREATMENT PLANTS.

WHEREAS, The City of Sedalia, Missouri, has received a proposal from Olsson, Inc. to enter into a one year contract for SCADA System Software used for the City's wastewater treatment plants; and

WHEREAS, under the terms of the proposal, the City of Sedalia shall not pay more than the sum and amount of Twenty-Five Thousand Dollars (\$25,000.00) per year to Olsson, Inc. for said software as more fully described in the proposal 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 one year contract of SCADA System Software by and between the City of Sedalia, Missouri, and Olsson, Inc. in substantively the same form and content as the contract has been proposed.

Section 2. The Mayor or City Administrator are authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on any other documentation, if necessary, in substantively the same form and content as they have been proposed.

Section 3. The City Clerk is hereby directed to file in her office a duplicate or copy of the one year contract for SCADA System Software and any other subsequent documentation after it has been executed by the parties or their duly authorized representatives.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 7th day of February, 2022.

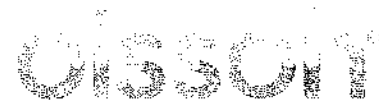
Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of February, 2022.

ATTEST:

John Kehde, Mayor

Arlene Silvey, MPCC
City Clerk



MASTER AGREEMENT FOR PROFESSIONAL SERVICES

September 28, 2021

City of Sedalia, MO
Attn: Bob Summers
200 South Osage Ave.
Sedalia, MO 65301

Re: **MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

Dear Mr. Bob Summers:

It is our understanding that the City of Sedalia, MO ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Master Agreement for Professional Services, Olsson's General Provisions, and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement").

The purpose of the Agreement is to provide the Client and Olsson with an operating agreement covering on-going services provided to Client. Upon request for services from the Client, Olsson will send to the Client a proposed **Work Order** for approval by Client. The Work Order will include the project location, anticipated start and completion dates, project description, compensation, and the Scope of Services. Olsson will commence work on individual projects upon receipt of a signed Work Order. An example of a Work Order is attached for your reference.

Olsson has acquainted itself with the information provided by Client relative to the Master Agreement and based upon such information offers to provide the services described in each Work Order. Client warrants that it is either the legal owner of the property to be improved by each Work Order or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions (and any exhibits attached hereto), which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Master Agreement and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide Client the Scope of Services for Projects as specified in each project Work Order. Olsson shall invoice Client for all services as outlined in each project Work Order. Olsson's services may vary for each project. Olsson shall not commence work on any Work Order without Client's prior approval in writing.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR SERVICES

Details of the schedule for each project will be outlined in the Work Order.

COMPENSATION

Compensation for each project will be outlined in the Work Order. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of the invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Agreement and the Agreement will represent the entire understanding between Client and Olsson with respect to any project subject to a Work Order. The Agreement may only be modified in writing signed by both parties.

Unless otherwise set forth in writing, Client's designated representative shall be Bob Summers.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below (indicating Client's designated representative if different from the party signing). Retain a copy for your files and return an executed original to Olsson, 601 P Street, Suite 200, Lincoln, Nebraska 68508. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By Jared Jochum
Jared Jochum, Senior Engineer

By Warren Humphrey
Warren Humphrey, Vice President

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF SEDALIA, MO

By _____
Signature

Printed Name _____

Title _____

Dated: _____

Attachments

- Work Order (Example)
- General Provisions

(Example - Do Not Use - See *Master Agreement Work Order*)

WORK ORDER

This exhibit dated _____ is hereby attached to and made a part of the Master Agreement for Professional Services dated _____ between _____ ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: _____
Project Description: _____

(Scope of Services, Schedule for Services, and Compensation shall be defined on a case by case basis.)

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project representative shall be _____.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of _____ days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By _____
Type Name Here (Optional)

By _____
Type Name Here (Optional)

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

NAME OF CLIENT

By _____
Signature

Print Name _____

Title _____

Dated: _____

Attachments
(If Applicable)

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated September 28, 2021 between the City of Sedalia, MO ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson

harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the

construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with

diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5--TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any

fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6--DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subcontractor or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent

professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed

in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in

employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving information from the other party to this Agreement (the "Receiving Party") shall keep information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and

photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous

Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s)

or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.56/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

To: Kelvin Shaw
Through: Brenda Ardrey 
From: Bob Summers
Date: January 17, 2022
Subject: Software Agreement for SCADA-Proprietary Olsson Application

This memo requests approval of a one-year contract with Olsson for the wastewater treatment plant Supervisory Control and Data Acquisition (SCADA) software that is proprietary to Olsson. The SCADA system provides alerts when one or more of the City's sewer lift stations or wastewater treatment plants are experiencing equipment issues or failures and this software is proprietary.

This is a time and material agreement estimated annual total is no more than \$25,000 per year.

Thank you.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING CHANGE ORDER NUMBER TWO FOR THE MAIN STREET LIFT STATION REHABILITATION PROJECT.

WHEREAS, The City of Sedalia, Missouri, has received Change Order Number 2 from Smico Contracting Group LLC for electric chain hoist replacement materials for wastebaskets at the Main Street Lift Station; and

WHEREAS, under the Change Order, the City of Sedalia, Missouri shall pay the sum of Four Thousand Three Hundred Twenty-Three Dollars and Fifty-Seven Cents (\$4,323.57) to Smico Contracting Group LLC for said replacement materials as more fully described in the Change Order 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 2 by and between the City of Sedalia, Missouri, and Smico Contracting Group LLC 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 their office a duplicate or copy of the Change Order after it has been executed by the parties or their duly authorized representatives.

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

Read two times by title, copies of the proposed Ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 7th day of February, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of February, 2022.

John Kehde, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

AMERICAN RIGGER'S SUPPLY, INC.
 1010 Kansas Ave
 KANSAS CITY KS 66105
 9133711357
 9133718547 fax

B i d Q u o t e as of 01-14-22

BILL TO :

1007571
 SMI-CO CONSTRUCTION
 COD ACCOUNT
 KANSAS CITY KS 66105
 8166685536

SHIP TO :

1007571
 SMI-CO CONSTRUCTION
 COD ACCOUNT
 DARYL SMITH 816-582-9521
 KANSAS CITY KS 66105

Quote reference: 449072

Sales Rep HOUSE

PART-NBR	DESCRIPTION	QTY	UOM	PRICE	EXT-PRICE
SNER1-856690(HIS)	SNER 1 TON ELECTRIC CHAIN HOIST W/ 30' OF LIFT USING NICKEL-PLATED LOAD CHAIN	1	EA	4323.57	4323.57

- 230V-1PH-60HZ POWER SUPPLY
- LIFTING SPEED 7 FPM
- STANDARD TOP HOOK
- STEEL CHAIN CONTAINER
- STANDARD PENDANT - L=27.2 FT
- 15' POWER SUPPLY CABLE
- 110 VAC CONTROL VOLTAGE
- 4 TO 5 WEEK LEAD TIME A.R.O.

THIS VENDOR DOESN'T OFFER A STAINLESS
 LOAD CHAIN BUT THEY DO OFFER A NICKEL
 PLATED CHAIN THAT IS CORROSION RESISTANT

25% RESTOCK CHARGED BY VENDOR FOR
 RETURNED ITEMS. MUST BE IN NEW CONDITION

LEAD TIMES SUBJECT TO PRIOR SALES
 ALL PRICES VALID FOR 30 DAYS
 FOB SHIPPING POINT: JACKSON,MS
 NET 30 TERMS WITH APPROVED CREDIT OR
 PAYMENT NEEDED AT THE TIME OF ORDER
 PRICES BASED ON QUANTITIES QUOTED

total merchandise amount

4323.57

AMERICAN RIGGER'S SUPPLY, INC.
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DARYL SMITH 816-582-9521
KANSAS CITY KS 66105

Quote reference: 449072

Sales Rep HOUSE

PART-NBR	DESCRIPTION	QTY	UOM	PRICE	EXT-PRICE
	sales tax				394.53
					=====
					4718.10

quoted by BOBBY to DARYL SMITH
quote expires on 02/13/22



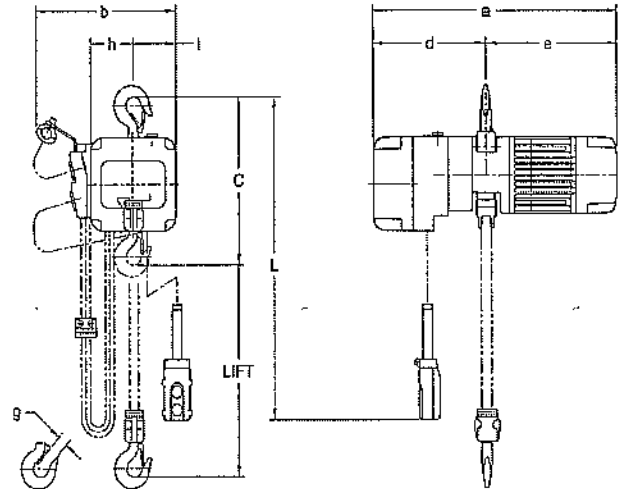
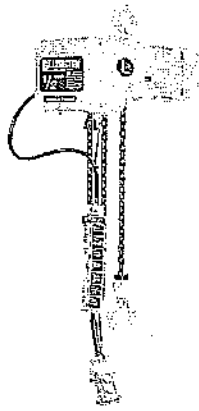
Harrington Hoists, Inc.
 A Kito Group Company
 401 West End Avenue
 Manheim, PA 17545
 800-233-3010
 www.harringtonhoists.com



Configuration ID# SNER1-856690

Configured List Price: \$ 4,766.79

Photo and drawing reflect the standard product line and may not be representative of the actual product configured. This is not an approval.



SNER010L
 1 Ton Capacity
 30 ft Lift; Nickel-plated Load Chain
 230V-1ph-60Hz Power Supply
 Lifting Speed: 7 fpm
 Standard Top Hook
 Steel Chain Container
 Standard Pendant - L = 27.2 ft
 15 ft Power Supply Cable
 110VAC Control Voltage

Dimensions:



C (in)	L (ft)	a (in)	b (in)	d (in)	e (in)	g (in)	h (in)	i (in)
16.1	27.2	23.2	13.8	10.6	12.6	1.2	4.7	4.1

Component	Output (Hp)	Rated Current (amps)	Net Weight (lbs)
Hoist	0.6	8.5	128.6

Pricing is effective for 60 days.

Please use this web link to see our [Terms and Conditions](#)

Kito/Kito Americas/Harrington/Peerless and its subsidiaries reserve the right to amend these terms and conditions at any time.

To: Kelvin Shaw
Through: Brenda Ardrey 
From: Dru Bloess 
Date: January 18, 2022
Subject: Main Street Lift Station Rehabilitation- Smico Contracting Group LLC
Change Order #2 -- Electric Chain Hoist for Trash Basket

The Public Works Department is requesting the approval of the attached Change Order #2 totaling \$4,323.57 for the above referenced project. The project was designed to use the existing electric chain hoist, however; it has stopped working and has been deemed unrepairable. Since the hoist has been out of service the trash basket has not been in place. This increases the amount of trash that makes it through the pumps and increases the chances of damage to the pumps. Smico has provided a quote for the material only. The City will be responsible for installation to minimize cost.

This will bring the new contract total to \$389,292.57.

Public works recommends this change in order to get the trash basket back in working order and to minimize the amount of trash going through the system.

Thank you.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 11505 BY CHANGING “NO PARKING” TIMES TO 7:00 A.M. TO 4:00 P.M. ON SCHOOL DAYS ON THE SOUTH SIDE OF WEST 5TH STREET FROM SOUTH WARREN AVENUE TO SOUTH LIMIT AVENUE.

WHEREAS, the Public Works Department received a request from Sedalia 200 School District to amend Ordinance No. 11505 to change the “No Parking” times from 8 a.m. to 4 p.m. to 7 a.m. to 4 p.m. on school days due to early student drop off times.

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

Section 1. Ordinance No. 11505 is here by amended by changing “No Parking” times on the South side of West 5th Street from South Warren Avenue to South Limit Avenue from 8:00 a.m. to 4 p.m. to 7 a.m. to 4 p.m. on school days.

Section 2. The City Street Department is ordered to install “No Parking” signs accordingly and the City Clerk is ordered to modify the City’s Master Schedule of Traffic Restrictions accordingly.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 7th day of February, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of February, 2022.

John Kehde, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A ONE-YEAR CONTRACT EXTENSION BETWEEN THE CITY OF SEDALIA, MISSOURI AND UV DOCTOR LAMPS, LLC FOR UV3000 PLUS DISINFECTION SYSTEM SUPPLIES FOR THE WASTEWATER TREATMENT PLANTS.

WHEREAS, on December 18, 2017, the City of Sedalia awarded UV Doctor Lamps, LLC a contract for services and products for Wastewater Plants used in the disinfection process required by the National Pollutant Discharge Elimination System permits; and

WHEREAS, staff has recommended a one-year contract extension for fiscal year 2022 with UV Doctor Lamps, LLC for the same cost awarded by Ordinance No. 10683 on December 18, 2017 for said supplies.

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 one year contract extension with UV Doctor Lamps, LLC attached hereto and incorporated by reference as if fully set forth herein.

Section 2. The City Administrator is hereby authorized and directed to execute the Agreement, and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on the Agreement.

Section 3. The City Clerk is hereby directed to file a duplicate or copy of the Agreement in her office 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 7th day of February, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of February, 2022.

John Kehde, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

UV Doctor Lamps, LLC
UV3000 Plus Disinfection System Supplies
Amendment #1

This Amendment #1 made and entered into as of the 1st day of February, 2022 by and between the City of Sedalia, Missouri, a municipal corporation of the State of Missouri, (hereinafter referred to as "City") and UV Doctor Lamps, LLC of 209 S. Washington Ave., Newport, WA 99156 (hereinafter referred to as "UV Doctor").

WITNESSETH:

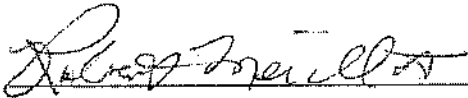
WHEREAS, UV Doctor and the City mutually agree to amend a certain provision of the existing agreement as specified below.

NOW THEREFORE, for and in consideration of the mutual promises herein contained and subject to the terms and conditions herein stated in this Amendment #1 with all other provisions of the Agreement continuing in full force and effect, the City and UV Doctor agree as follows:

The term of the agreement is extended for an additional time period beginning on February 1, 2022 through December 31, 2022.

IN WITNESSETH WHEREOF, the parties hereto have executed this Amendment #1 by their duly authorized representatives on the date and year first written above.

Kelvin L. Shaw, City Administrator
City of Sedalia



Authorized Representative
UV Doctor Lamps, LLC

ATTEST:

Arlene Silvey, MPCC
City Clerk

To: Kelvin Shaw
From: Brenda Ardrey *BA*
Date: February 1, 2022
Subject: IFB 2018-004 UV300 Plus Disinfection System Supplies (Contract Extension)

On November 28, 2017, sealed bids were opened for procurement of UV3000 Plus Disinfection System Supplies for Wastewater Plants for use in the disinfection process required by the National Pollutant Discharge Elimination System (NPDES) permits. After review of the bid and bid tabulation, the Public Works Department recommended award of a contract for service/product to UV Doctor Lamps, LLC who was the sole bidder.

UV Doctor Lamps, LLC has agreed to a one year extension (FY 2022) at the same cost. The Public Works Department recommends Council approval of this contract extension for City Fiscal Year 2022 to UV Doctor Lamps, LLC, 209 S. Washington Ave., Newport, WA 99156.

Office of the Mayor

TO: Members of City Council
FROM: Mayor John Kehde
DATE: January 27, 2022
RE: New Appointment and Reappointments

I would like to make the following recommendations:

New Appointments:

BOARD/COMMITTEE	MEMBER	TERM
Planning & Zoning Commission		
	Jerry Ross 920 S. Harrison	Completing Jordan Tatum's Term Expiring 06-2023

Reappointments:

BOARD/COMMITTEE	MEMBER	TERM
Central Business & Cultural District Board of Directors		
	Deidre Esquivel 1715 W. 18 th Street	3 Year Term Expiring 01-2025
	Jim Fischer 1415 S. Beacon Avenue	3 Year Term Expiring 01-2025
	Mark Quattlebaum 3305 Buckingham Court	3 Year Term Expiring 01-2025
	Christopher Paszkiewicz 712 W. Broadway Blvd	3 Year Term Expiring 01-2025

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SPECIAL WARRANTY DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS _____ FROM THE CITY OF SEDALIA, MISSOURI TO _____.

WHEREAS, The City of Sedalia, Missouri has received a proposal from _____ to purchase property commonly known as _____ for the sum and amount of _____ as contained in the contract for sale of real estate 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 contract for sale of real estate 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 commonly known as _____ in substantially the same form and content as proposed in Exhibit B.

Section 3. The Mayor and City Administrator are 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 7th day of February 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of February, 2022.

John Kehde, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk