



City Council Meeting Agenda

Wednesday, February 22, 2023 – 6:30 p.m.
City Hall, 200 South Osage, Sedalia MO

MAYOR: ANDREW L. DAWSON

MAYOR PRO-TEM: TINA BOGGESS

- A. **CALL TO ORDER** – Mayor Pro-Tem Boggess – Council Chambers
- B. **PRAYER & PLEDGE OF ALLEGIANCE**
- C. **ROLL CALL**
- D. **PUBLIC HEARING** –Amending the zoning code to allow for inclusion of boutique hotels in C-2 zoning
- E. **PUBLIC HEARING** – Home occupations in residential districts as a result of Missouri House Bill 1662
- F. **PUBLIC HEARING** – Amending the zoning code regarding marijuana.
- G. **RETIREMENT AWARDS**
 - 1. Daniel Bailey – Fire Department – 20 Years, 10 Months of Service
- H. **SPECIAL AWARDS** – None
- I. **SERVICE AWARDS** – None
- I. **APPROVAL OF PREVIOUS SESSION MINUTES**
 - A. Council Meeting – February 6, 2023
- II. **REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES** – None
 - A. Acceptance of Planning and Zoning Commission Minutes dated February 1, 2023
- III. **ROLL CALL OF STANDING COMMITTEES**
 - A. **FINANCE / ADMINISTRATION** – Chairman Chris Marshall; Vice Chairman Jack Robinson
 - 1. **Presentation** – Calendar Year 2022 & Fiscal Year 2024 Budget Preview
 - 2. Waving open container laws – Liberty Center Members Only event – March 18, 2023
 - Council discussion led by Chairman Marshall
 - O** Call for Ordinance waiving open container laws and imposing other conditions relating to the Liberty Center Association for the Art’s Members Only Event – Mayor Pro-Tem Boggess
 - 3. Telecommunications Contract – Socket- POTS Lines
 - Council Discussion led by Chairman Marshall
 - O** Call for Ordinance Authorizing a telecommunications service contract with Socket Telecom, LLC – Mayor Pro-Tem Boggess
 - B. **PUBLIC WORKS** – Chairman Thomas Oldham; Vice Chairwoman Tina Boggess
 - 1. Contract – Engineering Consultant – Large Sewer Projects
 - Council Discussion led by Chairman Oldham
 - O** Call for Ordinance Authorizing an Agreement for Engineering Services on Large Sanitary Sewer Extension and Replacement Projects – Mayor Pro-Tem Boggess

2. ARPA Grant for Airport – \$32,000.00

Council Discussion led by Chairman Oldham

- O** Call for Ordinance Authorizing an Airport Rescue State Block Grant Agreement
– Mayor Pro-Tem Boggess

3. Task Order #8 – Burns & McDonnell – Central Plant Upgrade – \$198,900.00

Council Discussion led by Chairman Oldham

- O** Call for Ordinance Authorizing Task Order Number 8 for professional services related to the upgrade to the Central Wastewater Treatment Plant – Mayor Pro-Tem Boggess

4. Budget Amendment – Donation Acceptance – Maintenance of Rail Spur Ballast

Council Discussion led by Chairman Oldham

- R** Call for Resolution of the City Council of the City of Sedalia, Missouri, stating facts and reasons for the necessity to amend and increase the City's Annual Budget for Fiscal Year 2023
– Mayor Pro-Tem Boggess

- O** Call for Ordinance Amending the Budget for the Fiscal Year 2022-2023 regarding Public Works Nucor Donation for Rail Spur Ballast Maintenance – Mayor Pro-Tem Boggess

5. Submission of a US DOT Rebuilding America Infrastructure with Sustainability and Equity (RAISE) Discretionary Grant.

Council Discussion led by Chairman Oldham

- R** Call for Resolution Authorizing the Public Works Department to submit a US Department of Transportation Rebuilding American Infrastructure with Sustainability and Equity Discretionary Grant Application – Mayor Pro-Tem Boggess

C. PUBLIC SAFETY – Chairman Jack Robinson; Vice Chairman Steve Bloess

1. Budget Amendment – Fire Safety Grant from MEM

Council Discussion led by Chairman Robinson

- R** Call for Resolution of the City Council of the City of Sedalia, Missouri, stating facts and reasons for the necessity to amend and increase the City's Annual Budget for Fiscal Year 2023
– Mayor Pro-Tem Boggess

- O** Call for Ordinance Amending the Budget for the Fiscal Year 2022-2023 regarding a Fire Grant Purchase of Gear Extractors – Mayor Pro-Tem Boggess

- O** Call for Ordinance Authorizing the Acceptance of a Safety Grant for the Sedalia Fire Department
– Mayor Pro-Tem Boggess

- O** Call for Ordinance Approving and Accepting a bid for Two Gear Extractors for the Sedalia Fire Department – Mayor Pro-Tem Boggess

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

1. Zoning changes – boutique hotels in C-2.

Council discussion led by Chairwoman Foster

- O** Call for Ordinance Amending Section 64-43 (B) of the Code of Ordinances of the City of Sedalia Missouri Allowing for the land use of Boutique Hotels in the C-2 (General Business) District
– Mayor Pro-Tem Boggess

2. Home occupations in residential districts

Council discussion led by Chairwoman Foster

- Call for Ordinance Revising and Amending the City's Ordinances regarding home occupations - Mayor Pro-Tem Boggess

3. Zoning Codes regarding marijuana

Council Discussion led by Chairwoman Foster

- Call for Ordinance of the City of Sedalia Amending the City Code regarding the zoning of Marijuana businesses – Mayor Pro-Tem Boggess

4. Public Works Director Language removal – Planning & Zoning Commission composition

Council Discussion led by Chairwoman Foster

- Call for Ordinance Amending Section 2-584 of the Code of Ordinances of the City of Sedalia, Missouri relating to the composition of the Planning & Zoning Commission – Mayor Pro-Tem Boggess

IV. OTHER BUSINESS

A. APPOINTMENTS – None

B. LIQUOR LICENSES

Renewals:

*Chris Robinson dba Osage Gun & Pawn, 116 West Main, Packaged Liquor - \$150.00

*Erica Eisenmenger dba Ivory Grille, LLC, 317 South Ohio, Sidewalk Consumption - \$50.00

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

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

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

A. Roll Call Vote for Closed Door Meeting

B. Discussion of closed items

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

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

VIII. ADJOURN MEETING

A. Motion and second to adjourn meeting

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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.

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Access Code: 578-973-061

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

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

POSTED ON FEBRUARY 17, 2023, AT 3:30 P.M. AT THE SEDALIA MUNICIPAL BUILDING, BOONSLICK REGIONAL LIBRARY, SEDALIA PUBLIC LIBRARY AND ON THE CITY’S WEBSITE AT WWW.SEDALIA.COM



OFFICE OF THE CITY ADMINISTRATOR

To: Honorable Mayor Andrew L. Dawson & City Council Members
From: Kelvin Shaw, City Administrator
Re: Agenda items for City Council meeting on Wednesday, February 22, 2023, 6:30 p.m.

Public Hearing(s) – There are proposed changes to the City's zoning codes that require a public hearing so that the citizens can be heard on these issues prior to Council deciding. The proposed amendments center around three issues.

1. To define and allow boutique hotels in the downtown area.
2. To bring the code into compliance with the recent State legislation regarding home occupation businesses.
3. To adjust the code to align with the recently adopted constitutional amendment allowing for the sale of non-medical, adult use marijuana.

Later in the agenda, Council will consider ordinances effecting these changes. These hearings are designed to garner public input for your deliberations on the code amendments.

Finance/Administration Committee - There are three items for consideration through the Finance / Administration Committee.

1. I will give a presentation on the status of the budget development. We will look at the overall financial condition of the City and the budget from a 5,000-foot level to set the stage for the more detailed look at the budget work session on the 27th. We will also look at some overriding issues, such as revenue projections and wages, to get consensus on those as a basis for other decisions to be made at the next meeting.
2. Liberty Center would like to extend the activities around the Lion's Club Pub Crawl to allow for an event from 7:00 p.m. to 10:00 p.m. This event will be in front of the Liberty Center on West 5th Street between Osage and Ohio Avenue. Barricades, already in place for the Pub Crawl, will be moved to narrow the area to this block. They have requested for the open container prohibition to continue to be lifted during this time in this specific area. Alcohol will be sold inside but allowed to be taken outside. Since this is following the Pub Crawl, available City Police resources will be limited. Therefore, the organizers have reached out to the County Sheriff's Office to hire off duty deputies as security. Under these circumstances, staff recommends allowing this exception to our past practices of only suspending the open container laws with uniformed off duty Sedalia Police ensuring the City modified codes are followed.
3. For several years the City has had a contract with AT&T to provide phone and internet services. Parts of these services are where we still need Plain Old Telephone (POTs) lines. The POTs lines are old technology copper wires needed to support some equipment that still relies on this type of line, such as elevator emergency lines, supervisory control and data (SCADA) reporting lines, and fax machines. Since most communication equipment has moved to fiber optics or cellular, the costs to maintain these lines are not able to be spread as far, which drives up the per line costs. Each time the AT&T contract expires; these increased

costs are reflected in the renewal rate. Staff has obtained a competing quote from Socket Communications at a cheaper rate for these POTs lines and recommends approval of an agreement with them to supply these lines at \$35.00 per line per month. Staff is also reviewing the necessity of each of these lines and eliminating some of them.

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

1. In order to comply with our procurement policies and state statutes on engaging engineers, staff has issued requests for qualifications. This process looks to the qualifications to find the best suited professional services firms for engineering. To make this process more efficient, the City typically qualifies at least one engineering firm and then throughout the year will add specific projects to this base contract as they come up. This year the request for qualifications was split up between larger projects and smaller projects. The idea being that some firms are better suited based on the relative size of projects. In January, Council approved contracts with two firms for smaller engineering projects. For the larger projects, we received ten proposals and staff reviewed the qualifications of the firms responding and recommends approval of a contract with Burns and McDonnell for the larger water and sewer projects. Along with the base contract, staff recommends approval for two specific scopes of work at this time. These projects are for the extension of water and sewer mains to the areas around the Prairie Hollow Development.
2. Part of the American Rescue Plan Act (ARPA) is to help mitigate the impact the pandemic has had on local and regional airports. Airport Director Dodson has learned that this year the City qualifies to receive \$32,000 of these grant funds to be used for operating costs for the airport. Staff recommends acceptance of the grant.
3. The City contracted with Burns & McDonnell to provide engineering services, to include the master plan development for the City's sewer utility. An aspect of such master plan is a project to upgrade the Central Wastewater Treatment Plant. Staff recommends adding a task order to this contract for the specific design of these upgrades at a cost of \$198,900.
4. Nucor Steel Sedalia contacted us about a project to maintain the rail spur in a way to improve the usability and safety. They are working to add ballast to level the areas where they have personnel walking to move rail cars to and from their plant. They have offered to pay for these maintenance costs of the spur, to include the City owned portion. Staff recommends approval of a budget amendment to add the revenue from Nucor and formally appropriate these funds for this maintenance project.
5. Public Works Director Ardrey has learned of a grant opportunity that may be able to fund the entire costs of replacement and improvements to the bridge over the railroad tracks on Washington Street. These grants are from the Infrastructure Investment and Jobs Act and are administered through the U.S. Department of Transportation (DOT) under a program titled Rebuilding American Infrastructure with Sustainability and Equity (RAISE). This bridge would help better connect various parts of the community and allow for better access by public safety to crossing the railroad tracks without delays for trains. This project seems to fit very well with the stated desired outcomes in the grant. Staff recommends authorization of submitting the grant application.

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

1. The fire department uses specialized equipment to remove toxins from the turnout gear firemen use to protect themselves while extinguishing fires. Chief Irwin learned of a grant opportunity through the company that provides our workmen's compensation insurance for this equipment. In January, we were notified of an award of a grant to provide matching funds to purchase two machines that meet the National Fire Protection Agency (NFPA) specifications. Staff recommends acceptance of the grant, approval of a budget amendment to add the funds to the budget, and award of the bid to purchase the equipment.

Community Development Committee – There are four items for consideration through the Community Development Committee.

1. As discussed earlier in the public hearing portion of the agenda, three issues have been brought through the Planning and Zoning Commission and all three have been recommended to Council for approval. After consideration is given to comments received during the hearing, Council can now consider the ordinances. The first item is to amend the zoning codes to define boutique hotels and allow them in the downtown zoning district.
2. The second zoning amendment issue is to update the City code to comply with a recent state statute that puts limits on the City's ability to regulate businesses operated out of homes.
3. The third zoning amendment is to modify the sections dealing with marijuana distribution, now that the constitutional amendment passed by the voters makes the sale of non-medical adult use marijuana sales legal in Missouri.
4. Historically the City Code provided that the Public Works Director serve by virtue of their position on the Planning and Zoning Commission. Most certainly, there are issues that the Public Works Director should provide expertise and coordination with the Planning and Zoning Commission. However, staff believes this is better suited to have this expertise brought to the Commission through advice and reports from their unique perspectives representing public works issues as is done with all other staff in their areas of expertise such as Community Development, Police, Fire, and Administration.

NOTICE OF PUBLIC HEARING

Notice is given that a public hearing will be held by the city council of the City of Sedalia, at 6:30 p.m. on February 22, 2023, at City Hall in Sedalia, Missouri, 200 South Osage Ave., Sedalia, MO 65301 concerning three proposed ordinances. 1) amending the zoning code to allow for inclusion of boutique hotels in C-2 zoning, 2) regarding home occupations in residential districts as a result of Missouri House Bill 1662, and 3) amending the zoning code regarding marijuana.

The purpose of the public hearing is to provide citizens an opportunity to be heard regarding these revisions.

Jason Myers, City Clerk
City of Sedalia



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
FEBRUARY 6, 2023

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

The Council of the City of Sedalia, Missouri duly met on Monday, February 6, 2023 at 6:30 p.m. at the Municipal Building in the Council Chambers with Mayor Andrew L. Dawson presiding. Mayor Dawson called the meeting to order and asked for a moment of prayer led by Chaplain Byron Matson followed by the Pledge of Allegiance.

ROLL CALL:

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

RETIREMENT AWARDS:

Terri Casto – Police Department – 20 Years of Service – Retired January 17, 2023
Ms. Casto received a pair of earrings as a retirement gift.

SPECIAL AWARDS: None

SERVICE AWARDS:

15 Year Pin/Certificate	Zachary Morales	Fire Captain	Fire
10 Year Pin/Certificate	Justin Bray	Operations Manager	Street
10 Year Pin/Certificate	Tyler Burlingame	Lead Mechanic	Vehicle Maintenance
5 Year Pin/Certificate	Shawna Yager	Landscape Supervisor/Arborist	Park

MINUTES:

- The Council Meeting minutes of January 17, 2023 were approved on motion by Robinson, seconded by Foster. All present in favor. Oldham was absent.
- The Special Council Meeting minutes of January 26, 2023 were approved on motion by Foster, seconded by Cross. All present in favor. Oldham was absent.
- The Public Hearing minutes of January 30, 2023 were approved on motion by Foster, seconded by Cross. All present in favor. Oldham was absent.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: The Planning & Zoning Commission minutes dated January 4, 2023 were accepted on motion by Foster, seconded by Marshall. All present in favor. Oldham was absent.

ROLL CALL OF STANDING COMMITTEES:

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

- The process for naming the street that goes through Liberty Park between the pool, tennis courts and ball diamonds is complete. With no public comments, an Ordinance naming the street Liberty Stadium Drive can be considered.

BILL NO. 2023-10, ORDINANCE NO. 11729 – AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SEDALIA AUTHORIZING THE NAMING OF AN UNNAMED STREET WITHIN THE GROUNDS OF LIBERTY PARK TO LIBERTY STADIUM DRIVE was read once by title.

2nd Reading – Motion by Cross, 2nd by Foster. All present in favor. Oldham was absent.

Final Passage – Motion by Cross, 2nd by Marshall. All present in favor. Oldham was absent.

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

- The City was awarded a Traffic Engineering Assistance Program (TEAP) grant from MODOT in the amount of \$12,000 with a local match of \$8,000 to help improve safety and traffic flow on Engineer from North City limits – Reine Road to East 7th Street. A budget amendment is needed to add grant revenues and appropriate expenditures. The project will be added to the engineering contract with Wilson & Company, Inc.

RESOLUTION NO. 2011 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY’S ANNUAL BUDGET FOR FISCAL YEAR 2023 was read once by title and approved on motion by Foster, seconded by Cross. All present in favor. Oldham was absent.

BILL NO. 2023-11, ORDINANCE NO. 11730 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023 REGARDING PUBLIC WORKS TEAP GRANT AWARD was read once by title.

2nd Reading – Motion by Bloess, 2nd by Marshall. All present in favor. Oldham was absent.

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

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

BILL NO. 2023-12, ORDINANCE NO. 11731 – AN ORDINANCE AUTHORIZING A TRAFFIC ENGINEERING ASSISTANCE PROGRAM AGREEMENT FOR AN OPERATIONAL ANALYSIS OF ENGINEER AVENUE FROM NORTH CITY LIMITS – REINE ROAD TO EAST 7TH STREET was read once by title.

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

Final Passage – Motion by Bloess, 2nd by Marshall. All present in favor. Oldham was absent.

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

BILL NO. 2023-13, ORDINANCE NO. 11732 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR ANALYSIS OF ENGINEER AVENUE FROM THE NORTH CITY LIMITS – REINE ROAD TO EAST 7TH STREET was read once by title.

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

Final Passage – Motion by Bloess, 2nd by Marshall. All present in favor. Oldham was absent.

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

- The City was awarded a \$10,000 Tree Resource Improvement and Maintenance (TRIM) grant from the Missouri Department of Conservation to update the inventory of trees in City parks and right-of-ways. Staff received bids for arborist work and the bid was awarded to ArborPro at a cost of \$5,550.

BILL NO. 2023-14, ORDINANCE NO. 11733 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR A TREE RE-INVENTORY OF APPROXIMATELY 1,500 CITY PARK AND RIGHT-OF-WAY TREES was read once by title.

2nd Reading – Motion by Marshall, 2nd by Foster. All present in favor. Oldham was absent.

Final Passage – Motion by Foster, 2nd by Marshall. All present in favor. Oldham was absent.

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

- A power disruption to the Southeast Wastewater Treatment Plant caused damage to 3 pumps. Mayor Dawson declared the pumps an emergency purchase under the procurement policy. The vendor recommended a phase protector to help prevent future damages. Staff recommends approval of the emergency purchase in the amount of \$25,996.87 and a budget amendment to appropriate funds. Councilman Hiller asked what caused the power outage and Public Works Director Brenda Ardrey stated the outage extended down Goodwill Chapel Road but the power company could not specify what the problem was. Councilman Cross asked if the power company would be responsible and Ms. Ardrey stated she was told they would not be. Councilman Hiller stated if he lost power in his house and could trace it back to the power company’s transformer that surged, his insurance deductible would be reimbursed to him by the power company. If it’s something that could be avoided it needs to be looked at and Mayor Dawson stated they would look into the reimbursement.

RESOLUTION NO. 2012 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY’S ANNUAL BUDGET FOR FISCAL YEAR 2023 was read once by title and approved on motion by Bloess, seconded by Foster. All present in favor. Oldham was absent.

BILL NO. 2023-15, ORDINANCE NO. 11734 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023 REGARDING PUBLIC WORKS PUMP PURCHASE FOR SOUTHEAST WASTEWATER TREATMENT PLANT was read once by title.

2nd Reading – Motion by Foster, 2nd by Marshall. All present in favor. Oldham was absent.

Final Passage – Motion by Robinson, 2nd by Bloess. All present in favor. Oldham was absent.

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

- The budget amendment is to appropriate funds in the amount of \$56,068 to remove trees with Oak Wilt that have been damaged by storms.

RESOLUTION NO. 2013 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY’S ANNUAL BUDGET FOR FISCAL YEAR 2023 was read once by title and approved on motion by Foster, seconded by Robinson. All present in favor. Oldham was absent.

BILL NO. 2023-16, ORDINANCE NO. 11735 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023 REGARDING PUBLIC WORKS TREE REMOVAL was read once by title.

2nd Reading – Motion by Marshall, 2nd by Foster. All present in favor. Oldham was absent.

Final Passage – Motion by Foster, 2nd by Marshall. All present in favor. Oldham was absent.

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

- With the completion of the Central Regional and Pelham Drive Lift Station projects, Change Order # 4 Final reduces the contract by \$440.

BILL NO. 2023-17, ORDINANCE NO. 11736 – AN ORDINANCE AUTHORIZING CHANGE ORDER #4 FINAL FOR THE CENTRAL REGIONAL AND PELHAM DRIVE LIFT STATIONS was read once by title.

2nd Reading – Motion by Marshall, 2nd by Bloess. All present in favor. Oldham was absent.

Final Passage – Motion by Marshall, 2nd by Bloess. All present in favor. Oldham was absent.

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

- Council previously approved a contract with Engineering Surveys & Services. Staff proposed adding 2 projects to the scope of work to extend a sewer main to WireCo WorldGroup and another from Lamine to Main.

BILL NO. 2023-18, ORDINANCE NO. 11737 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR ENGINEERING SERVICES ON SMALL SANITARY SEWER EXTENSION AND REPLACEMENT PROJECTS was read once by title.

2nd Reading – Motion by Marshall, 2nd by Foster. All present in favor. Oldham was absent.

Final Passage – Motion by Marshall, 2nd by Bloess. All present in favor. Oldham was absent.

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

- With the completion of the Locust Lane Water Main Replacement Project, Change Order #1 Final reduces the contract by \$5,100.

BILL NO. 2023-19, ORDINANCE NO. 11738 – AN ORDINANCE AUTHORIZING CHANGE ORDER NUMBER ONE FINAL FOR LOCUST LANE WATER MAIN REPLACEMENT was read once by title.

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

Final Passage – Motion by Foster, 2nd by Marshall. All present in favor. Oldham was absent.

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

- Alliance Water Resources provides management and oversight of wastewater facilities and they no longer want to continue or renew their contract. Staff received a proposal from Mid-Mo Operations, LLC at an annual cost of \$249,996.

BILL NO. 2023-20, ORDINANCE NO. 11739 – AN ORDINANCE AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR OPERATIONAL OVERSIGHT, MAINTENANCE AND MANAGEMENT OF WASTEWATER FACILITIES was read once by title.

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

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

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

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

- Motion by Robinson, seconded by Foster to set a dedicated Council Work Session on March 15, 2023 to discuss the Transitional Services Draft Ordinance. All present in favor. Oldham was absent.
- Current code for Administrative Search Warrants requires owner/occupant contact before applying for the warrant. The code also doesn't include provisions for warrant applications to be submitted electronically. Legal counsel recommends amending city code.

BILL NO. 2023-21, ORDINANCE NO. 11740 – AN ORDINANCE TO CHANGE THE REQUIREMENTS FOR AN ADMINISTRATIVE SEARCH WARRANT was read once by title.

2nd Reading – Motion by Marshall, 2nd by Foster. All present in favor. Oldham was absent.

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

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

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

- The quote is for the purchase of 2 dual band radios for the Police Department the amount of \$12,319.66.

BILL NO. 2023-22, ORDINANCE NO. 11741 – AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR DUAL BAND RADIOS FOR THE SEDALIA POLICE DEPARTMENT was read once by title.

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

Final Passage – Motion by Cross, 2nd by Bloess. All present in favor. Oldham was absent.

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

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

- The Chamber of Commerce and Convention and Visitors Bureau have organized a balloon and kite festival. The event will be free to the public and Staff recommends providing a sponsorship of \$2,500.

RESOLUTION NO. 2014 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY’S ANNUAL BUDGET FOR FISCAL YEAR 2023 was read once by title and approved on motion by Foster, seconded by Marshall. All present in favor. Oldham was absent.

BILL NO. 2023-23, ORDINANCE NO. 11742 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023 REGARDING CHAMBER OF COMMERCE BALLOON & KITE FESTIVAL SPONSORSHIP was read once by title.

2nd Reading – Motion by Marshall, 2nd by Foster. All present in favor. Oldham was absent.

Final Passage – Motion by Foster, 2nd by Marshall. All present in favor. Oldham was absent.

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

- The Missouri Municipal League Legislative Conference will be held the same time as the February 21, 2023 Council Meeting. Motion by Bloess, seconded by Foster to move the Council Meeting to February 22, 2023. All present in favor. Oldham was absent.

APPOINTMENTS: None

BIDS:

*Wastewater Facilities: Operational Oversight, Maintenance & Management – December 27, 2022

*Tree Re-Inventory – January 3, 2023

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

New:

*Liz Van Leer dba Sacred Heart Foundation, 416 W 3rd, Annual Fund Drive Trivia Night, February 18, 2023, 5:00 p.m. to 10:00 p.m., Picnic License

Renewals:

*Cathy Geotz dba Break Time #3079, 2801 W Broadway, Packaged Liquor

*Melody Cea dba Tiger Eagle Stop, 3415 E Broadway, Packaged Liquor & Sunday Sales

*Payton Burton dba Bandanas BBQ, 2909 W Broadway, Beer & Wine & Sunday Sales

*Erica Eisenmenger dba Ivory Grille, LLC, 317 S Ohio, Sunday Sales

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

City Administrator Kelvin Shaw addressed concerns regarding the City's legal expenses that were raised during the Public Hearing on January 30, 2023. Mr. Shaw stated he looked back 2 years prior to the beginning of 2021 and each year, outside legal counsel was employed to augment and help in-house counsel. The cost of legal counsel is currently 11% less than the 2 years before. Costs include labor, payroll expenses and prosecution which make up more than half of the total cost. The misconception during the public hearing was that the amount was for Transitional Services only.

GOOD & WELFARE:

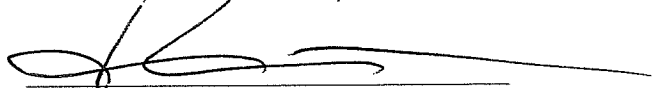
Rene Vance, 19813 Tangle Nook Road, stated on January 31, 2023, she attended the Silver Haired Legislative Session in Jefferson City as the Pettis County Representative. 5 items discussed for seniors were no Social Security Income Tax, Real Estate Tax relief, absentee/early voting, increased Medicaid asset level and implementing dementia related training in long-term facilities. Ms. Vance added she is looking forward to advocating for seniors consistently in a non-partisan way.

Makxim Zhavko, 1400 E 14th, asked for code in Section 64-27(11)(C) to be changed due to his hobby of collecting Turkish Pigeons. The pigeons are different than the birds listed in the code. They are show birds with bands and registration, don't fly away and can't be eaten. Councilman Bloess asked if they were homing pigeons and Mr. Zhavko stated they weren't homing pigeons as they don't fly away from the house or in circles, but straight up and down. Mayor Dawson asked Mr. Zhavko to leave his contact information after the meeting.

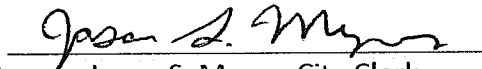
The meeting adjourned at 7:20 p.m. on motion by Foster, seconded by Robinson to a closed door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate) and 12 (Negotiated Contracts) of Section 610.021 RSMo. Roll Call Vote: Voting "Yes" were Robinson, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No". Oldham was absent.

The regular meeting reopened and adjourned at 7:32 p.m. on motion by Foster, seconded by Robinson. All present in favor. Oldham was absent.

THE CITY OF SEDALIA, MISSOURI



Andrew L. Dawson, Mayor



Jason S. Myers, City Clerk



Let's Cross Paths

PLANNING & ZONING COMMISSION

Wednesday, February 1, 2023

Council Chambers

5:30 pm

Planning & Zoning Commission

Tolbert Rowe	Present	Andrew Dawson	Present
Ann Richardson	Present	Teresa McDermott	Present
Brenda Ardrey	Absent	Rhonda Ahern	Present
Valerie Bloess	Absent	Connie McLaughlin	Absent
Jerry Ross	Present		
Chris Marshall	Present		

STAFF:

Kelvin Shaw

John Simmons

Jilene Streit

- Tolle Rowe, Chairman called the meeting to order at 5:30 pm
- Roll Call
- Chris Marshall made the motion to accept the January 4, 2023 meeting minutes. Mayor Dawson seconded the motion. All approved.

• New Business

- Addition of "boutique hotel" to permitted uses in C-2 zoning.

John Simmons presented the language for the zoning code amendment. C-2 zoning is the traditional downtown area that is considered C-2. What makes C-2 unique in our zoning is that it's zero setbacks on the lot lines, no parking requirements. When downtown was built prior to the automobile, it was dense, up to the lot lines. Zoning now recognizes that, at one point in time they had to build the zoning code & it recognizes the unique historic aspect of downtown. When reviewing was approached by an investor to purchase a downtown building & it would hinge upon allowing a boutique hotel to operate. A boutique hotel is typically in the old downtowns, repurpose an old building & provide guest services, lodging rooms, restaurant, deli, etc... it's that unique boutique that people are looking for. Don't want to go down to the traditional chain hotel route, want something special to the community. See that as a trend across the nation and in historic downtowns & in new downtowns. Just a different way of accommodating the public, similar to a bed & breakfast, air B & B. In doing the research & speaking to the investor, wanted to land on something that didn't just open the doors to Marriott or Holiday Inn decides to buy 5 blocks of downtown & build 200 rooms & go up against Hotel Bothwell & destroy our downtown in the process or not respect like we would like. We crafted this ordinance saying it's an establishment containing a minimum of five & a maximum of 20 rooming units, used or

advertised as a place where lodging accommodations are supplied for pay to guests for lodging occupancy with rooms having access to the outside through an interior hallway connected to the main lobby of the building & which may provide additional services such as a restaurant, meeting room, entertainment & recreation facilities. Important that you have that lobby space or the controlled entrance space so not just doors out into the street so it's a more secure lodging environment. All of this will be subject to the existing building codes & fire codes of the City. There will be design requirements they will have to meet just as anyone else in the City would have to meet as a business establishment. Another thing, C-2 zoning does not allow for hotels. The Hotel Bothwell exists as a preexisting nonconforming use in the downtown. As the very fact that it was built as a hotel & maintained as a hotel over the years allows it to be there. Want to protect what we have built downtown & the investments downtown, didn't want to disrupt the Hotel Bothwell's business with touching definition of a hotel, leave them as they are as a legal nonconforming & address this boutique hotel, the smaller use of existing buildings in the downtown area. If approved, the Planning & Zoning Commission will need to make a recommendation to Council for the February 22, 2023 meeting. Will have a public hearing at that meeting & have Council adopt so the investor can go ahead with their project & get the contract secured. Think it will be a really good addition to downtown. During the Scott Joplin Festival, the Hotel Bothwell is always sold out. From Memorial Day on most everything is booked up, there are more activities happening in the community where then need for the hotel rooms is there. Mayor Dawson asked if the City's lodging, code would apply to this. John indicated yes the City's lodging code will apply & they will have to abide by that code as well. Ann Richardson made the motion to recommend to Council. Terri McDermott seconded the motion. All approved.

- Old Business

- Home Occupation

Have not revised the home occupation ordinance to be in compliance with the state laws. Introducing to the Planning & Zoning Commission the proposed language for that ordinance. Going to need a special session of Planning & Zoning for a different matter but this can be taken up at the same time. This revision will get the City in compliance with the state statute that was passed, House Bill 1662 & explained in the ordinance.

- Other

- Recreational Marijuana

Has been changed by the voters to be recreational which encompasses the medical also. Need to get something on the books with the City. Mayor explained the timing – December 6 law went into effect at that time Missouri Department of Health & Senior Services, state had 60 days to approve those applications to convert the dispensaries comprehensive license. After that 60 days if the state had taken no action those conversions for the dispensaries to comprehensive license application they received are automatically deemed approved. Have two dispensaries in town that will most likely submit their application to convert, imagine start seeing sales of that as soon as February 6th. John said on February 6th when those convert over our zoning code since we do permissive zoning it's not called out, legally in the City of Sedalia you can't sell recreational marijuana until our zoning code is changed to allow it. The draft handed out came from legal counsel, basically, strikes out all medical marijuana language passed in 2018 & changes our zoning code to allow marijuana dispensary facilities in C-3, M-1. Mayor said it does fit in with the business licensure ordinance that was passed in November. John said when he read the draft today it does not have the 1,000 ft. setbacks in it. Mayor said it is in the business licensure portion so won't be in the zoning. It passed the same time as the sales tax on the recreational marijuana. Ann Richardson said so then it wouldn't need to be in the zoning code also. John said right, talking about the usage in the zone & in M-2 allowed cultivation facilities, dispensary facilities within an enclosed building, manufacturing & testing. Also noticed today it did not

include the transportation facilities that need to address, will get with Lauber to address that. Mayor asked if the commission could get copies of what was passed in regards to business licensure & put side by side, that way they can understand it better.

Will advertise for public hearing for February 22, 2023 & council can take recommendation
Next meeting for Planning & Zoning to review information & make recommendation.

Next meeting – February 8, 2023

Chris Marshall made the motion to adjourn the meeting. Ann Richardson seconded. All approved.

Meeting adjourned.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE WAIVING OPEN CONTAINER LAWS AND IMPOSING OTHER CONDITIONS RELATING TO THE LIBERTY CENTER ASSOCIATION FOR THE ART'S MEMBERS ONLY EVENT.

WHEREAS, Liberty Center Association for the Art's are requesting the City to waive its open container laws so they can hold their Members Only event to be held in downtown Sedalia on March 18, 2023 from 7:00 p.m. to 10:00 p.m.; and

WHEREAS, the City will have erected barricades blocking certain downtown streets from vehicular traffic during the time of the Members Only event; said Members Only Event barricades will be generally placed on West 5th Street between South Ohio Avenue and South Osage Avenue; and

WHEREAS, for the "Member's Only" event, the City Council will authorize the waiver of its open container laws to all Members Only event participants while consuming an alcoholic beverage sold from Liberty Center Association for the Art's during the hours of the Members Only event and while located on one of the barricaded streets and sidewalks. All other applicable liquor laws shall be complied with and will be enforced.

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

Section 1. For the 2023 Liberty Center Association for the Art's Member's Only event to be held on March 18, 2023, the City Council will authorize the waiver of its open container laws to all Members Only event participants while consuming an alcoholic beverage sold from Liberty Center Association for the Art's during the hours of the Members Only event and while located on one of the barricaded streets and sidewalks. All other applicable liquor laws shall be complied with and will be enforced.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection in the City Clerk's Office prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 22nd day of February, 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 22nd day of February, 2023.

Tina Boggess, Mayor Pro-Tem

ATTEST:

Jason S. Myers, City Clerk



SPECIAL EVENT PERMIT

Permit Number: _____



Date of Application: 1/31/23 Proposed Date of Event: 03/18/23
Application Made By: LOAA Phone #: 660-827-3228
Address: 111 WEST 5th ST. SEDALIA Email: doug@libertycentersedalia.com
Responsible Person: JOE FISCHER Phone#: 660-620-6912
Email: j.fischer@taraindustriesus.com
Type of Event: Concert/continued street block party Time(s) of Event: 7 p.m. - 10 p.m.
Location or Route: West 5th Street between Ohio and Osage. Utilize barricades already in place for the Lion's Club Pub Crawl. Volunteers will move barricades to Ohio and 5th at 7 pm. Request 2 off-duty police officers for security (if not already secured with police department). Food truck from pub Crawl will move to 5th Street barricaded area at 7 pm (Table of 5). Liquor sold inside Liberty Center building allowed to go out to 5th street barricaded area between 7 and 9. Ask to extend premises for alcohol consumption.

Equipment requested and where to be placed:

- ☒ Barricades #: 6 Placement (use separate page if needed):
☐ Cones #: Placement (use separate page if needed):
☐ Trash cans #: Placement (use separate page if needed):
☐ Signage #: Placement (use separate page if needed):
☐ Street Sweeper ☐ No Parking Signs # Placement:
☐ Other equipment requested: _____

Office of Mayor, Sedalia, MO

Date

Sedalia Police Department

Date

All forms should be filled out as completely as possible and are subject to the following rules:

1. Turn your permits in at the SPD Headquarters at 300 West Third Street, Sedalia, MO 65301 or by emailing them to tzaremba@sedaliapolice.com.
2. **All parades and 5-K Runs shall be registered with the Sedalia Police Department for at least two (2) weeks in advanced.** All other events shall be registered at least three days in advance.
3. All requests for a special event shall describe the event as completely as possible and state the proposed route if the event requires usage of City Streets.
4. Any event which will include **ALCOHOL** must get the Sedalia City Council's approval and you must provide copies of the required city and state permits along with this Special Event Permit. Contact PD for off-duty security.
5. Any group or organization holding an event shall appoint a **RESPONSIBLE PERSON** to take charge. It will be their duty to ensure that all participants/volunteers are properly instructed as to the provisions of these regulations and that no person violates the ordinances of the City of Sedalia unless permission has been granted. It will be the **applicant or take charge person's** responsibility to ensure all equipment received is handled with the utmost care. The **applicant or take charge person** will be responsible for the placements of barricades and such as well as to return them to their place of origin.
6. A special event permit will not be issued if the nature of the event might tend to be dangerous or harmful to the public health, safety, and welfare of the residents of the City.

I hereby certify that I have read the rules pertaining to special events as listed above and agree to abide by these rules as a condition of my application for this event.


Person Making Application

2/1/23
Date

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A TELECOMMUNICATIONS SERVICE CONTRACT WITH SOCKET TELECOM, LLC.

WHEREAS, the City of Sedalia, Missouri has received a proposal to enter into a Telecommunications service contract with Socket Telecom, LLC for POTS line service; and

WHEREAS, under the proposal, and as consideration therefore, the City of Sedalia, Missouri shall discontinue use of POTS Lines with AT & T and pay Socket Telecom, LLC various sums for service as more fully described in the contract attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby authorizes the Telecommunications service contract by and between the City of Sedalia, Missouri and Socket Telecom, LLC 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 the contract in substantively the same form and content as it has been proposed.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 22nd day of February 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 22nd day of February 2023.

Tina Boggess, Mayor Pro-Tem

ATTEST:

Jason S. Myers
City Clerk

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

To: Kelvin Shaw, C.P.A., City Administrator

From: Monte Richardson MWR

Date: 02/02/23

Re: POTS Service Contract

Sir:

AT&T has expressed the desire for several years to get out of the POTS line business. Plan Old Telephone Service is copper wire service that dates back to the beginning of telephone service. Since then technology has advanced and communication has moved to cellular and fiber communication services. We are seeing evidence of that move here locally with all the new fiber being taken to the homes. As POTS service declines, so does the customer service dedicated to servicing those accounts. Pricing for the old technology also increases partly because of costs but also as an incentive for customers to migrate to the newer technologies.

The City has some locations and technologies that depend on POTS lines. Remote locations and those not serviced by fiber, and fax machines need POTS to operate.

With the decline in customer service and increased pricing from AT&T I looked for another vendor that would address both those issues. I have dealt with Socket Communications a few times and found them to be responsive and easy to deal with. They provided a quote of \$35 per line per month plus applicable fees and charges compared to AT&T's schedule of \$42-\$49 dollars per line per month.

If we move to Socket, the move would take approximately 10 days after the contract is signed. Please see the attached contract from Socket regarding sites and charges. The contract terms are also included and are pretty straightforward. I would like to move on this as soon as possible. Our contract with AT&T has expired and we are being charged \$6,794.29+/- per month. I'm also working to address that issue.

AT&T monthly charge for POTS lines, Unlimited B.

1. RATES and INITIAL ORDER				
1.1. Line Option Packages – Monthly Rates				
Package pricing does not include Additional Service Components as identified in the applicable Service Publication				
Line Option Packages	State Availability	Prices Per BLC Access Line, Per Month – 12 Month Term	Prices Per BLC Access Line, Per Month – 24 Month Term	Prices Per BLC Access Line, Per Month – 36 Month Term
Unlimited A (Option A)	AL, AR, GA, FL, IL, IN, KS, KY, LA, MI, MO, MS, ND, NY, OH, OK, SC, TN, TX, VA	\$44.00	\$48.00	\$47.00
Unlimited B (Option B)	AL, AR, GA, FL, IL, IN, KS, KY, LA, MI, MO, MS, ND, NY, OH, OK, SC, TN, TX, VA	\$49.00	\$43.00	\$42.00

Respectfully submitted.



City of Sedalia
Telecommunications Service Contract: Summary of Service

Socket Summary

Location	Pricing	Term
200 S Osage Ave SEDALIA, MO 65301	\$175.00 \$0.00	monthly charge non-recurring charge
1600 W 16th St Sedalia, MO 65301	\$35.00 \$0.00	monthly charge non-recurring charge
1700 West 3rd Street Liberty Pool Sedalia, MO 65301	\$35.00 \$0.00	monthly charge non-recurring charge
901 E 3rd St Sedalia, MO 65301	\$35.00 \$0.00	monthly charge non-recurring charge
23985 Georgetown Rd Sedalia, MO 65301	\$70.00 \$0.00	monthly charge non-recurring charge
26999 Goodwill Chapel Rd Sedalia, MO 65301	\$35.00 \$0.00	monthly charge non-recurring charge
3000 W Main Street Suite 200 Sedalia, MO 65301	\$140.00 \$0.00	monthly charge non-recurring charge
300 W 3rd St Sedalia, MO 65301	\$175.00 \$0.00	monthly charge non-recurring charge
1701 Liberty Park Blvd Sedalia, MO 65301	\$35.00 \$0.00	monthly charge non-recurring charge
1900 E Boonville St Sedalia, MO 65301	\$70.00 \$0.00	monthly charge non-recurring charge
5301 W 32nd Street Sedalia, MO 65301	\$35.00	monthly charge



Socket Services Contract Form
Customer: City of Sedalia

Location

Pricing

\$0.00

Term

non-recurring charge

Contract Total

Location

Charges For All Packages

Pricing

\$840.00

\$0.00

Term

monthly charge

non-recurring charge

Notices

- * Pricing is valid for thirty days.
- * Pricing does not include applicable taxes and surcharges.
- * Socket will provide service to the point of demarcation at the customer premise. Any wiring beyond this point will be the responsibility of Customer.
- * Customer will be responsible for cancelling current services. Socket will notify Customer when services with prior service provider can be cancelled.

Location Summary

200 S Osage Ave SEDALIA, MO 65301 Business Voice

Phone Services

Advanced Analog Line

Qty

5

Pricing

\$175.00

Term

monthly charge

Other Services

Long Distance Interstate Rate

Long Distance Intrastate Rate

Qty

Pricing

\$0.06

\$0.06

Term

metered charge

metered charge



Location Summary

1600 W 16th St Sedalia, MO 65301 Business Voice

Phone Services	Qty	Pricing	Term
Advanced Analog Line	1	\$35.00	monthly charge
Call Forwarding Variable/Always (*72)	1	\$0.00	monthly charge
Caller ID Name and Number	1	\$0.00	monthly charge
Call Waiting	1	\$0.00	non-recurring charge
Call Waiting ID	1	\$0.00	non-recurring charge
Other Services	Qty	Pricing	Term
Long Distance Interstate Rate		\$0.06	metered charge
Long Distance Intrastate Rate		\$0.06	metered charge

Location Summary

1700 West 3rd Street Liberty Pool Sedalia, MO 65301 Business Voice

Phone Services	Qty	Pricing	Term
Advanced Analog Line	1	\$35.00	monthly charge
Call Forwarding Variable/Always (*72)	1	\$0.00	monthly charge
Call Waiting	1	\$0.00	monthly charge
Call Waiting ID	1	\$0.00	monthly charge
Caller ID Name and Number	1	\$0.00	monthly charge
Selective Call Accept (*64)	1	\$0.00	monthly charge
Other Services	Qty	Pricing	Term
Long Distance Interstate Rate		\$0.06	metered charge
Long Distance Intrastate Rate		\$0.06	metered charge



Location Summary

901 E 3rd St Sedalia, MO 65301 Business Voice

Phone Services	Qty	Pricing	Term
Advanced Analog Line	1	\$35.00	monthly charge
Other Services	Qty	Pricing	Term
Long Distance Interstate Rate		\$0.06	metered charge
Long Distance Intrastate Rate		\$0.06	metered charge

Location Summary

23985 Georgetown Rd Sedalia, MO 65301 Business Voice

Phone Services	Qty	Pricing	Term
Advanced Analog Line	1	\$35.00	monthly charge
Call Forwarding Variable/Always (*72)	1	\$0.00	monthly charge
Caller ID Name and Number	1	\$0.00	monthly charge
Selective Call Accept (*64)	1	\$0.00	monthly charge
Other Services	Qty	Pricing	Term
Long Distance Interstate Rate		\$0.06	metered charge
Long Distance Intrastate Rate		\$0.06	metered charge

23985 Georgetown Rd Sedalia, MO 65301 Business Voice

Phone Services	Qty	Pricing	Term
Advanced Analog Line	1	\$35.00	monthly charge
Call Forwarding Variable/Always (*72)	1	\$0.00	monthly charge
Caller ID Name and Number	1	\$0.00	monthly charge
Selective Call Accept (*64)	1	\$0.00	monthly charge
Other Services	Qty	Pricing	Term
Long Distance Interstate Rate		\$0.06	metered charge
Long Distance Intrastate Rate		\$0.06	metered charge



Location Summary

26999 Goodwill Chapel Rd Sedalia, MO 65301 Business Voice

Phone Services	Qty	Pricing	Term
Advanced Analog Line	1	\$35.00	monthly charge
Call Waiting	1	\$0.00	monthly charge
Call Waiting ID	1	\$0.00	monthly charge
Caller ID Name and Number	1	\$0.00	monthly charge
Selective Call Accept (*64)	1	\$0.00	monthly charge
Other Services	Qty	Pricing	Term
Long Distance Interstate Rate		\$0.06	metered charge
Long Distance Intrastate Rate		\$0.06	metered charge

Location Summary

3000 W Main Street Suite 200 Sedalia, MO 65301 Business Voice

Phone Services	Qty	Pricing	Term
Advanced Analog Line	4	\$140.00	monthly charge
Call Forwarding Variable/Always (*72)	4	\$0.00	monthly charge
Call Waiting	4	\$0.00	monthly charge
Call Waiting ID	4	\$0.00	monthly charge
Caller ID Name and Number	4	\$0.00	monthly charge
Other Services	Qty	Pricing	Term
Long Distance Interstate Rate		\$0.06	metered charge
Long Distance Intrastate Rate		\$0.06	metered charge



Location Summary

300 W 3rd St Sedalia, MO 65301 Business Voice

Phone Services	Qty	Pricing	Term
Advanced Analog Line	5	\$175.00	monthly charge
Caller ID Name and Number	1	\$0.00	monthly charge
Other Services	Qty	Pricing	Term
Long Distance Interstate Rate		\$0.06	metered charge
Long Distance Intrastate Rate		\$0.06	metered charge

Location Summary

1701 Liberty Park Blvd Sedalia, MO 65301 Business Voice

Phone Services	Qty	Pricing	Term
Advanced Analog Line	1	\$35.00	monthly charge
Call Forwarding Variable/Always (*72)	1	\$0.00	monthly charge
Caller ID Name and Number	1	\$0.00	monthly charge
Call Waiting	1	\$0.00	non-recurring charge
Call Waiting ID	1	\$0.00	non-recurring charge
Other Services	Qty	Pricing	Term
Long Distance Interstate Rate		\$0.06	metered charge
Long Distance Intrastate Rate		\$0.06	metered charge

Location Summary

1900 E Boonville St Sedalia, MO 65301 Business Voice

Phone Services	Qty	Pricing	Term
Advanced Analog Line	2	\$70.00	monthly charge
Other Services	Qty	Pricing	Term
Long Distance Interstate Rate		\$0.06	metered charge
Long Distance Intrastate Rate		\$0.06	metered charge



Location Summary

5301 W 32nd Street Sedalia, MO 65301 Business Voice

Phone Services

	Qty	Pricing	Term
Advanced Analog Line	1	\$35.00	monthly charge
Call Forwarding Variable/Always (*72)	1	\$0.00	monthly charge
Call Waiting	1	\$0.00	monthly charge
Caller ID Name and Number	1	\$0.00	monthly charge
Selective Call Accept (*64)	1	\$0.00	monthly charge

Other Services

	Qty	Pricing	Term
Long Distance Interstate Rate		\$0.06	metered charge
Long Distance Intrastate Rate		\$0.06	metered charge



This Telecommunications Service Contract ("TSC") sets out the Terms and Conditions for regulated telecommunications services and non-regulated data and ancillary services ("Services"). This contract is made by and between Socket Telecom, LLC ("Socket" or "Seller") and City of Sedalia ("Customer" or "Buyer").

1. Term - This contract shall be effective as of date the TSC is approved and accepted by Seller (the "Effective Date") as reflected on the Contract: Summary of Service. The contract shall remain effective for a period of 12 months after the Service Delivery Date. The Service Delivery Date shall be the date upon which service is ready to be activated. At the end of the Term, unless previously terminated by either party by providing 30 days prior written notice, the terms and conditions contained in this contract will remain in full force and effect until terminated by either party by providing at least thirty (30) days prior written notice to the other party.
2. Socket will provide the Services specified in the Contract: Summary of Service. Socket may provide some or all of the specified Services through an affiliate, subsidiary, or subcontractor. Socket shall use reasonable efforts to provision necessary facilities to provide the specified Services. In the event suitable facilities are unavailable or special construction is required, the Seller reserves the right to refuse service or assess additional non-recurring construction charges beyond normal installation charges. In the event the Seller seeks to assess special construction charges, the Customer will have the option of paying the charges or declining service prior to any work taking place.
3. Customer agrees to pay special construction, installation, non-recurring, and recurring charges as specified in the Contract: Summary of Service. Socket will bill in full monthly increments with no proration for partial service periods when service ends in the middle of a billing cycle.
4. Services will be invoiced monthly. Payment is due 20 days after date of invoice. Accounts are in default if payment is not received within 45 days after date of invoice. If Customer's payment is returned to Socket, unpaid customer is immediately in default and subject to a \$25 return check charge from Socket. Accounts in default may have their service interrupted. Such interruption does not relieve customer from the obligation to pay the monthly charge. Accounts in default are subject to an interest charge of 1.5% per month on the outstanding balance. If customer's state law does not allow an interest rate of 1.5% per month, the maximum allowable rate of customer's state will be charged. If customer defaults, customer agrees to pay Socket its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under these Terms and Conditions.
5. In the event the Customer terminates Services prior to the end of the Term, the customer agrees on the next monthly bill to pay Socket, as liquidated damages and not as a penalty, the amounts set forth as follows:
 - * For all non-hosted Services, customer agrees to pay an amount equal to 75% of the monthly payments remaining on the term period and all previously waived and/or unpaid set up and installation charges.
 - * For Hosted Services, customer agrees to pay an amount equal to 100% of the monthly payments remaining on the term period for the Hosted Services.The customer agrees that the actual damage to Socket is difficult to ascertain and that the amounts fixed for liquidated damages are a reasonable estimate of the actual reduction in value of this TSC that Socket will sustain. Any modification or changes in Services requires the written approval of Seller. Customer must provide cancellation notice in writing.
6. All regulated services are provided subject to the terms of the applicable tariff or tariffs and Socket's Acceptable Use Policy ("AUP"), which are herein incorporated by reference. In the event the rate or rates for a regulated service or services specified in the applicable tariff is changed, Socket will provide advance notice of the increase to the Customer. In the event that Socket increases the rate charged to the Customer for a regulated service during this Term, the Customer will have the option to terminate the services without incurring any early termination charges. Customer must exercise such option within 30 days of the date of the first invoice applying the increased rate. In the event of a conflict between tariffs and this TSC, the terms of the tariff shall prevail.



7. All transport services will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) by requesting to designate them as such in this Order above, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Carrier-provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only, and will apply to all Intrastate Services stated in this Order.
8. Customer agrees to provide sixty (60) days advance notice to Socket if Customer seeks to move Services to a different location. Socket may either (a) allow Customer to provide 60 days advance notice to move Services to new location and pay any applicable installation charges or (b) terminate affected Services if Customer is moving to location where Socket does not provide Services. If Customer moves services, Customer will be required to enter into a new TSC for such new location for a Term equal to or greater than the Term of the original TSC. Monthly charges may also be affected. In the event Socket terminates affected Services or customer does not enter into a new TSC for a Term equal to or greater than the Term of the original TSC, Socket will apply the liquidated damages set forth in Section 5 for the terminated location. Customer agrees to pay the cost and expenses, if any, incurred by Socket to cancel the terminated circuit, including without limitation, any applicable third-party terminating liability charges.
9. All taxes and government-approved fees will be added to Customer's bill. Any customer Exemption from any taxes or government fees requires proper documentation before the Exemption can apply. Exemptions for billing prior to proper documentation being provided will not be credited.
10. The services provided under this contract may only be used for lawful purposes. Transmission of any material in violation of any International, U.S., or state law or regulation is prohibited. This includes, but is not limited to, transmission of materials in violation of copyright protections, material legally judged to be threatening or obscene, or material in violation of trade laws or trade secret protections. Customer agrees to indemnify, defend, and hold harmless Socket from any claims resulting from customer's use of the service or breach of these Terms and Conditions or Socket's Acceptable Use Policy which result in damage to Customer or another party.
11. In compliance with FCC rules, Socket will not release a customer's Customer Proprietary and Network Information to any non-affiliated company without the customer's consent and will take appropriate measures to safeguard that information from unauthorized disclosure.
12. Socket shall use reasonable efforts to make Services available by the estimated Service Delivery Date. Socket shall not be liable for any damages whatsoever for late delivery, including delays incurred for reasons beyond the reasonable control of Socket such as casualty, condemnation, loss of rights-of-way, delays in obtaining necessary regulatory approvals, and weather related delays in actual construction work (Force Majeure Events). If Customer is not ready to accept Socket Services on the actual Service Delivery Date, Socket shall nevertheless commence billing.
13. Socket disclaims all express or implied warranties, obligations, or liabilities, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, except for any limited warranties expressly set forth herein or in the applicable tariffs. The products, including software, are provided as is without warranty of any kind, either express or implied. Socket does not warrant that equipment sold, if any, including software and security software, will be uninterrupted or error free in its operation or prevent third party hacking or access to customer's networks. Socket shall not be liable for loss of data, the inability to use data, or damage or expense arising from the use or inability to use the service, either separately or in combination with any other system, whether or not Socket has received notice of the possibility of such damages.



14. Customer is responsible for returning Customer Premise Equipment furnished by Socket in good working condition upon the termination of service. In the event the Customer does not return Customer Premise Equipment, Customer will be billed by Socket for the cost of Customer Premise Equipment. In the event Customer Premise Equipment is damaged or destroyed, Customer is responsible for the cost of replacing Customer Premise Equipment. Customer Premise Equipment that Socket uses in the normal course of business is subject to a 10% restocking fee while Customer Premise Equipment that Socket does not stock in the normal course of business will be subject to a 25% restocking fee in the event Customer cancels service prior to the turn up of service.
15. These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. The signed contract constitutes acceptance of the Terms and Conditions. This Agreement constitutes a legally enforceable contract between the Buyer and Seller hereto and shall be construed, interpreted, and governed by, the laws of the State of Missouri, with Boone County as the proper and accepted Venue.
16. Customer gives Socket, its vendors, or contractors all necessary rights of access and entry to the property to install, provide, maintain, repair, and upgrade Services. In the event that Socket, its vendors, or contractors install fiber-optic facilities and related equipment to serve Customer, Customer gives Socket permission to place such facilities in existing conduits and riser facilities if Socket determines such existing conduits and riser facilities have sufficient capacity. Customer also gives Socket the right to connect to and use existing customer-owned cabling. Customer may not modify, move, remove, alter, use, occupy, or damage Socket's facilities, including Socket installed conduits, without the prior written consent of Socket.

Customer hereby agrees to the Terms and Conditions, Authorization to Change Service Provider(s) and other provisions of this Agreement.

Customer Authorization

Socket Authorization

Customer Signature

Socket Signature

Customer Printed Name/Title

Carson Coffman,
President/COO

Date

Date



On behalf of City of Sedalia, I hereby authorize Socket Telecom, LLC ("Socket Telecom") to change the company's provider(s) for the following services from the current telecommunications carrier(s) to Socket Telecom.

Check all that are applicable:

- ☐ Local
- ☐ Intrastate IntraLATA Long Distance (local toll)
- ☐ Interstate and InterLATA Long Distance
- ☐ 8XX number Tolls and charges

I represent that I am at least 18 years of age. I also represent that I am the person identified in the account records of the company's local telephone provider as responsible for payment or that I have the authority to change telecommunications carriers for each of the telephone numbers identified below. I understand that I have the right to obtain long distance and local exchange services from different providers. I also understand that I may designate only one local exchange carrier for any one telephone account and only one primary interstate/interLATA interexchange carrier for any one telephone account.

I understand that charges may apply for these changes and that I may consult Socket Telecom as to whether a charge applies to change from the company's current telecommunications carrier(s) to Socket Telecom. I further understand that Socket Telecom's rates do not include taxes or applicable governmental fees or surcharges.

I choose Socket Telecom to act as agent for me and the company in order to effectuate the change(s) and authorize Socket Telecom to handle on my behalf and on behalf of the company all arrangements, including ordering, porting numbers listed below, changing and/or maintaining service, with my local telephone company(s), interexchange carrier(s), joint user group(s), equipment vendor(s) and consultant(s). I understand our vendor(s) and/or consultant(s) may impose charges for their work. In addition, I authorize Socket Telecom to issue all necessary instructions to the foregoing for the purpose of fulfilling its agency on our behalf. This authorization will remain in effect until revoked in writing by the company.

I designate RespOrg ID# LQX01 as the Responsible Organization ("RespOrg") for each of the 8XX numbers specified on this form and authorize RespOrg ID# LQX01 and Inteliquent to arrange with my existing carrier or RespOrg for transfer of each. I release any third party from liability for acting in accordance with these instructions.

Signature _____

Printed Name _____

Address _____

Date _____

Local Numbers to be Ported:

(660) 827-3885 (660) 827-7800 (660) 827-7805 (660) 827-7818 (660) 827-7831 (660) 827-5839 (660) 827-7899 (660) 827-4177
(660) 827-0247 (660) 827-4448 (660) 827-3202 (660) 826-4545 (660) 827-2363 (660) 827-2894 (660) 829-2959 (660) 826-2590
(660) 826-7040 (660) 829-0301 (660) 829-2966 (660) 826-4932 (660) 851-0613 (660) 826-4333 (660) 826-5983 (660) 826-3857

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR ENGINEERING SERVICES ON LARGE SANITARY SEWER EXTENSION AND REPLACEMENT PROJECTS.

WHEREAS, the City of Sedalia, Missouri issued a Request for Qualifications for professional engineering services pursuant to state law and had ten bidders, as follows:

Burns and McDonnell
Cook, Flatt and Strobel Engineers
Wilson & Company
All State Consultants
Great Rivers Engineering
HDR
Olsson
Engineering Surveys & Services
Meco-Heneghan
BG Consultants, and;

WHEREAS, the City of Sedalia, Missouri has the need from time to time throughout the year for such engineering services and upon evaluation of the request for qualifications wishes to enter into a contract with Burns and McDonnell Engineering Company, Inc. for such services; and

WHEREAS, under the proposals, and as consideration therefore, the City of Sedalia, Missouri, shall pay the following sum and amount of not to exceed Two Hundred Forty-one Thousand Nine Hundred Sixty-eight Dollars (\$241,968.00) for the following projects:

A. Current Projects

- (1) for extension of a sewer main from the City of Sedalia's West 32nd Street Lift Station located adjacent to 3420 West 32nd Street, Sedalia, MO 65301 to a new lift station approximately 8,100 linear feet south/southeast near the Prairie Hollow Development; and
- (2) for extension of a 16" water main of approximately 6,100 linear feet west and then south/southeast from the City's existing 16" ductile iron main (located approximately 1,125 linear feet from the east edge of the Katy Trail on West 32nd Street).

B. Potentially other similar sized or larger projects may be added from time-to-time to the agreement(s) under additional task orders.

to Burns and McDonnell Engineering Company Inc., as more fully described in the proposed agreement attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Burns and McDonnell Engineering Company, Inc., in substantively the same form and content as it has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 22nd day of February 2023.


Presiding Officer of the Council

Approved by the Mayor of said City this 22nd day of February 2023.

Tina Boggess, Mayor Pro-Tem

ATTEST:

Jason S. Myers
City Clerk

To: Kelvin Shaw
From: Brenda Ardrey 
Date: February 15, 2023
Subject: Council Memo – Award of Contract
RFQ 2023-002 – Eng. Services for Sanitary Sewer and Water Main Extensions (Large Projects)
Burns and McDonnell
Proposed Scope of Services and Cost

Public Works is requesting City Council approval for award of a contract for engineering services for large sewer extension projects and large water extension projects (> 3,200 linear feet) in response to the City's Request for Qualifications 2023-002. We received ten responses to the RFQ from the following firms:

<u>Name of Firm</u>	<u>Address</u>	<u>City, State, Zip Code</u>
Burns and McDonnell	9400 Ward Parkway	Kansas City, MO 64114
Cook, Flatt and Strobel Engineers	2930 SW Woodside Drive	Topeka, KS 66614
Wilson & Company	800 E. 101 st Terrace, Ste. 200	Kansas City, MO 64141
All State Consultants	3312 LeMone Industrial Blvd.	Columbia, MO 65201
Great Rivers Engineering	908 Broadway Blvd., Ste. 100	Kansas City, MO 64105
HDR	10450 Holmes Road	Kansas City, MO 64131
Olsson	1301 Burlington St. Ste. 100	North Kansas City, MO 64116
Engineering Surveys & Services	1113 Fay St.	Columbia, MO 65201
Meco-Heneghan	400 N. Fifth St., Ste. 107	St. Charles, MO 63301
BG Consultants	1405 Wakarusa Drive	Lawrence, KS 66049

After review and rating of the statements of qualifications with the criteria contained in the RFQ and reference verification by the selection committee, Public Works is requesting Council approval of award of the contract for large water and large sewer main extensions to Burns and McDonnell, 9400 Ward Parkway, Kansas City, MO 64114.

Specifically, called out in the RFQ were the following:

A. Current projects

- (1) for extension of a sewer main from the City of Sedalia's W. 32 St. Lift Station located adjacent to 3420 W. 32nd St., Sedalia, MO 65301 to a new lift station approx. 8,100 linear feet south/southeast near the Prairie Hollow Development; and
- (2) for extension of a 16" water main of approx. 6,100 linear feet west and then south/southeast from the City's existing 16" ductile iron main (located approx. 1,125 linear feet from the east edge of the Katy Trail on W. 32nd St.).

B. Potentially other similar sized or larger projects may be added from time-to-time to the agreement(s) under additional task orders.

Attached are the proposed Scope of Work and Task Order #1 for the above referenced large project and associated costs for engineering of both the water and sewer extensions totaling \$241,968 for Council approval.

Thank you for your consideration.



PROFESSIONAL SERVICES AGREEMENT – TASK ORDER ENGINEER-OWNER AGREEMENT

This AGREEMENT is made as of January 17, 2023, by and between the City of Sedalia, Missouri (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER).

OWNER from time to time requires professional services in connection with the planning, construction, design, operation and maintenance of its large sanitary sewer and water facilities projects, specifically those in relation to the distribution and collection systems as defined in Exhibit B. Therefore, OWNER and ENGINEER, in consideration of their mutual covenants, agree as follows:

ENGINEER shall serve as OWNER'S professional engineer in those assignments to which this AGREEMENT applies and shall give consultation and advice to OWNER during the performance of ENGINEER'S services all in accordance with the scope of services set forth in the applicable Task Order.

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 Services on any assignment shall be undertaken only upon written authorization of OWNER and agreement of ENGINEER. The parties shall use the form of Task Order attached hereto as **Exhibit C**.

1.2 Assignments may include Basic Services and/or Additional Services of ENGINEER.

1.3 ENGINEER will pay its consultants directly for Services performed and OWNER shall not pay ENGINEER's consultants. Neither ENGINEER nor any consultants shall be considered employees or agents of the OWNER.

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 General. The Services shall be as set forth in the Task Order for a specific project.

2.2 Construction Phase Services

If Construction Phase Services are required, the following sections shall apply.

2.2.1 Consult with and advise OWNER and act as OWNER'S engineer as provided in ENGINEER'S standard General Conditions for the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as assigned in said General Conditions shall not be modified without OWNER and ENGINEER'S written consent.

2.2.2 Consult with and advise OWNER and act as OWNER'S engineer as may be provided in OWNER'S construction contract conditions furnished pursuant to Paragraph 3.11 herein. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as may be assigned in said construction contract conditions or in supplements prepared thereto shall not be modified without OWNER and ENGINEER'S written consent.

2.2.3 As OWNER'S engineer, ENGINEER shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Contractor's failure to perform construction work in accordance with the Contract Documents, all of which shall remain the sole responsibility of the OWNER'S Contractor.

2.2.4 Review Contractor(s) schedules for Work progress, equipment and materials procurement, submittals, and values for partial pay purposes, and project cash flow requirements.

2.2.5 Review and accept/reject Submittals of Contractor(s) for conformance with the design concept and intent of the Contract Documents.

2.2.6 Make visits to the Site at intervals appropriate to the stages of construction to (consult with and advise ENGINEER'S Resident Project Representative, if any, and) observe the progress and quality of the executed Work, and to determine, in general, if the Project is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.

2.2.7 Issue all instructions of OWNER to Contractor(s); prepare routine Supplemental Instructions, Change Orders and Construction Change Directives, as required; act as interpreter of the terms and conditions of the Contract Documents and judge of the performance thereunder by the parties thereto, and make decisions on claims of OWNER and Contractor(s) relating to the execution and progress of the Work and other matters and questions related thereto; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by ENGINEER in good faith.

2.2.8 Review Contractor(s) applications for payment and supporting data.

2.2.9 Render periodic Work progress reports to OWNER.

2.2.10 Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in accordance with the Contract Documents or any field modifications or change orders/directives have been executed.

SECTION 3 - RESPONSIBILITIES OF OWNER

OWNER shall, within a reasonable time, so as not to delay the services of ENGINEER:

3.1 Provide full information as to OWNER'S requirements for the Project.

3.2 Assist ENGINEER by placing at ENGINEER'S disposal all available information available to OWNER pertinent to the assignment including previous reports and any other data relative thereto.

3.3 Furnish engineering services or data, if OWNER has available, such as core borings, probings and subsurface explorations; hydrographic surveys; laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic, and utility surveys; zoning and deed restrictions; and other special data or consultations, all of which ENGINEER may rely upon in performing its services under this AGREEMENT.

3.4 Allow access to and make all provisions for ENGINEER to enter upon public and private property to best of OWNER's ability as required for ENGINEER to perform its services under this AGREEMENT.

3.5 Examine all studies, reports, sketches, cost opinions, bid documents, drawings, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.

3.6 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.

3.7 Designate in writing a person to act as OWNER'S representative with respect to the services to be performed under this AGREEMENT. Such person shall have complete authority to transmit instructions; receive information; interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements, and systems to be used in the Project; and other matters pertinent to the services covered by this AGREEMENT.

3.8 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the Project.

3.9 ENGINEER is responsible for obtaining and furnishing approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project if set forth in the corresponding Task Order. ENGINEER is responsible for payment for such permits (except for the OWNER's pending National Pollutant Discharge Elimination System (NPDES) permits).

3.10 Furnish, or direct ENGINEER to provide necessary Additional Services as mutually agreed to by the Parties and included in Task Orders.

3.11 If ENGINEER'S standard bidding requirements, agreement forms, and General Conditions are not to be used, but OWNER'S documents are to be used instead, OWNER shall provide copies of such documents for ENGINEER'S use in coordinating the Contract Drawings and Specifications.

3.12 Prior to commencement of the services under any Task Order, the ENGINEER may request in writing that the OWNER provide reasonable evidence that the OWNER has made financial arrangements to fulfill the OWNER's obligations under this Agreement and the Task Order. Thereafter, the ENGINEER may request such evidence if: (1) the OWNER fails to make a payment to the ENGINEER as required; (2) a change in the scope materially changes the contract amount; or (3) the ENGINEER identifies in writing a reasonable concern regarding the OWNER's ability to make payment when due. The OWNER shall furnish such evidence as a condition precedent to commencement or continuation of the ENGINEER's services. After the OWNER furnishes the evidence, the OWNER shall not materially vary such financial arrangements without prior notice to the ENGINEER.

3.13 Any award of a Task Order under this AGREEMENT is subject to the availability of annually appropriated funding by the OWNER and OWNER may terminate this AGREEMENT based on availability or appropriation of funds.

SECTION 4 - PERIOD OF SERVICE

4.1 The initial contract term shall commence upon final execution of the contract by the OWNER and shall expire twelve (12) months from that date. The OWNER reserves the right to extend the contract for up to one (1) additional forty-eight (48) month term providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the OWNER.

4.2 The provisions of this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the AGREEMENT and Task Orders. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the completion of said services.

SECTION 5 - COMPENSATION

5.1 Compensation. OWNER shall pay ENGINEER for services rendered and reimbursable expenses as stated in the Task Order.

5.2 Statements

Monthly statements, in ENGINEER'S standard format, will be submitted by the ENGINEER to the OWNER as indicated in each Task Order.

5.3 Payments

Accurate and complete statements are payable upon receipt. Time is of the essence in payments of statements, and timely payment is a material part of the consideration of this AGREEMENT. Costs, including reasonable attorney's fees, incurred by the ENGINEER in collecting any delinquent amount shall be reimbursed by the OWNER. If a portion of ENGINEER'S statement is disputed by OWNER, the

undisputed portion shall be paid by OWNER by the due date. The OWNER shall advise the ENGINEER in writing of the basis for any disputed portion of any statement. A late payment charge of 1.5 percent per month or any partial month will be added to amounts not received within 30 days of the statement date of any undisputed statement.

5.4 Taxes

In the event that any goods and services provided are subject to sales and/or use taxes and these shall be in addition to the payment stated under "Amount of Payment".

5.5 ENGINEER agrees to furnish supporting detail as may be reasonably required by the OWNER to support charges included on ENGINEER's invoices and to make available for audit purposes such records supporting such charge, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the OWNER. The OWNER shall have the right to review ENGINEER's records pertaining to the work product for a period of three (3) years after final payment unless an audit is in progress and such records are to be maintained until audit closure. Notwithstanding anything to the contrary herein, in no event shall OWNER be entitled to audit the composition of any agreed upon rates or percentage multipliers set forth in a Task Order or this Agreement, nor shall it be entitled to audit any rates, charges, costs, hours worked or expenses related to work performed on a lump sum or fixed price basis.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

The ENGINEER shall furnish proof of insurance as indicated below. The coverage is to remain in force at all times during the contract period. The following insurance coverage is required. The OWNER is to be added as an "additional insured" on ENGINEER'S General Liability Insurance. This shall be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the OWNER as "additional insured" will be at the ENGINEER's expense.

6.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory pursuant to Missouri Revised Statutes, Chapter 287 \$500,000 Each person
Employers' Liability	
Commercial General Liability	
Bodily Injury and Property Damage	\$1,000,000 Per Occurrence Combined Single Limit/ \$2,000,000 General Aggregate
Automobile Liability:	
Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability:	\$2,000,000 Per Claim and Annual Aggregate
	Must be in effect for one (1) year after project completion of ENGINEER'S Services under an applicable Task Order.

Endorsements required:

- OWNER included as additional insured on the CGL and Automobile Liability policies per the required insurance above.
- Broad Form Contractual Liability under Engineer's CGL and Automobile Liability policies as required above.
- Premises/Operations
- Products/Completed Operations
- Independent Contractors

Subcontractors not eligible for professional liability coverage, by virtue of their trade, shall provide commercial general liability coverage as set for above. Subcontractors eligible for professional liability coverage shall be required to provide professional liability coverage as set forth above

ENGINEER will provide to OWNER certificates as evidence of the specified insurance.

6.1.2. The above insurance requirements are only required to be carried by the ENGINEER during the term of the assigned project(s) and provided upon award of the task order, except for professional liability/errors and omissions insurance which must be in effect for one (1) year after completion of ENGINEER'S Services under an applicable Task Order.

6.1.3 The OWNER is required to be included as an additional insured under the commercial general liability insurance policy. Certificate holder should provide such certificate to:

City of Sedalia
City Clerk's Office
200 S. Osage Ave.
Sedalia, MO 65301

6.1.4. The ENGINEER shall be responsible for seeing that the insurance certificates required in conjunction with this section remain in force for the duration of the project. If insurance certificates are scheduled to expire during the contractual period, the ENGINEER shall be responsible for submitting new or renewed insurance certificates to the OWNER at a minimum thirty (30) calendar days in advance of such expiration.

6.1.5. Construction Contractors engaged by OWNER on each project on which ENGINEER is providing Services shall be required to provide General Liability Insurance naming the OWNER and the ENGINEER as an additional insureds, and all Construction Contractors' liability insurance policies covering claims for personal injuries and property damage shall be endorsed to add OWNER and ENGINEER using ISO endorsement Forms CG 20 10 07 04 and CG 20 37 07 04 or their equivalents as Additional Insureds. Construction Contractors shall be required to provide certificates evidencing such insurance to the OWNER and ENGINEER.

6.1.6. OWNER and ENGINEER waive all rights of recovery and subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance (including deductibles) during and after the completion of ENGINEER'S services. If the services result in a Construction Phase, OWNER'S construction Contractors shall be required to provide waivers of subrogation in favor of OWNER and ENGINEER for damage or liability covered by any Construction Contractor's policy of insurance. OWNER shall ensure that ENGINEER is a named insured and is provided a waiver of subrogation in their favor on any Builder's Risk insurance procured on a project on which ENGINEER is providing Services whether or not such insurance is procured by OWNER or its Construction Contractors.

6.2 Professional Responsibility

6.2.1. ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER'S services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. If the ENGINEER fails to meet the foregoing standard, ENGINEER will perform at

its own cost, and without reimbursement from OWNER, the professional services necessary to correct errors and omissions which are caused by ENGINEER'S failure to comply with above standard, and which are reported to ENGINEER within one year from the completion of ENGINEER'S services for the Project.

6.2.2. The obligations and representations contained in Paragraph 6.2.1 are ENGINEER'S sole obligation and OWNER'S exclusive remedy with respect to defects in the quality of services detected prior to project completion under a Task Order. OWNER'S failure to properly operate and maintain the project shall relieve ENGINEER of its liability for any damage caused in whole or in part by improper operation or maintenance.

6.2.3 No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service or oral or written representation by ENGINEER or its employees or consultants.

6.2.4 Subject to Paragraph 6.14.1, Section 7 and the obligations and remedies stated in this Section 6.2, Professional Responsibility, are the sole and exclusive obligations of ENGINEER and remedies of OWNER, regardless of the cause of action.

6.3 Cost Opinions and Projections

Evaluations of the OWNER'S budget for the cost of the Work, and any cost estimates, opinions and projections prepared by ENGINEER relating to construction costs, operation and maintenance costs, equipment characteristics and performance, schedules, and operating results are based on ENGINEER'S experience, qualifications, and judgment as a design and construction professional. It is recognized, however, that neither the ENGINEER nor the OWNER has control over the weather, cost and availability of labor, material and equipment, labor productivity, contractors' procedures and methods, unavoidable delays, or its methods of determining prices, economic or negotiating conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections. Accordingly, the ENGINEER cannot and does not warrant or represent that actual rates, costs, performance, schedules, bids or negotiated prices will not vary from the OWNER'S budget for the cost of the Work, or from any estimate of the cost of the Work, or opinion or evaluation, prepared or agreed to by the ENGINEER. In addition, the uncertainty and potential disruptions to the labor and work force and supply chain caused by a regional, national or global outbreak and spread of an infectious disease, such as COVID-19, may have an impact on this Project, the exact cost and duration of which can neither be predicted nor controlled by either the ENGINEER or the OWNER. Therefore, ENGINEER has not included any contingency for disease-related impacts in its opinions and projections.

6.4 Changes

OWNER shall have the right to make changes within the general scope of ENGINEER'S services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of the OWNER and the President or any Vice President of the ENGINEER.

6.5 Suspension of Services

Should OWNER fail to fulfill its responsibilities as provided under Section 4 to the extent that ENGINEER is unduly hindered in ENGINEER'S services or if OWNER fails to make any payment to ENGINEER on account of ENGINEER'S services and expenses within 90 days after receipt of ENGINEER'S bill therefore, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this AGREEMENT until OWNER has satisfied OWNER'S obligations under this AGREEMENT.

6.6 Termination

6.6.1. Services may be terminated by the OWNER or ENGINEER by seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. Failure on the part of the OWNER to make payments to ENGINEER when due shall be considered substantial nonperformance and cause for termination. If so terminated, OWNER shall pay ENGINEER all amounts due ENGINEER for all services properly rendered and expenses incurred

to the date of receipt of notice of termination, plus reasonable costs incurred by ENGINEER in terminating the services.

6.7 Delays

6.7.1 The ENGINEER shall not be responsible for delays caused by factors beyond the ENGINEER'S reasonable control, including but not limited to delays because of a force majeure, strikes, lockouts, work slowdowns or stoppages, government regulation, industry shutdowns, power or server outages, Acts of God, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of the ENGINEER'S services or work product, or delays caused by faulty performance by the OWNER'S contractor or other consultants, of any level. When such delays beyond the ENGINEER'S reasonable control occur, the OWNER agrees that the ENGINEER shall not be responsible for delays or damages, nor shall the ENGINEER be deemed in default of this Agreement

6.8 Legal Fees and Expenses

In the event that a dispute should arise relating to the performance of the services to be provided and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs of litigation, including, court costs, attorneys' fees, and other related expenses.

6.9 Rights and Benefits

ENGINEER'S services will be performed solely for the benefit of the OWNER and not for the benefit of any other persons or entities.

6.10 Dispute Resolution

6.10.1 Scope of Section: The procedures of this Section 6.10 and its subparts shall apply to any and all disputes between OWNER and ENGINEER (including disputes involving an officer, director or employee of either party) which arise from, or in any way are related to, this AGREEMENT, including, but not limited to the interpretation of this AGREEMENT, the enforcement of its terms, any acts, errors, or omissions of OWNER or ENGINEER in the performance of this AGREEMENT, whether in contract or in tort, and disputes concerning payment.

6.10.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate and, if necessary, mediate their disputes as set forth in this Paragraph. If timely Notice is given under Paragraph 6.10.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 6.10.3, 6.10.6, and 6.10.7 have been complied with.

6.10.3 Notice of Dispute

6.10.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a Written Notice;

6.10.3.2 For disputes arising after the making of final payment, OWNER shall give ENGINEER Written Notice at the address listed in Paragraph 6.18 within one year after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this AGREEMENT that authorize the relief requested.

6.10.3.3 Any legal action necessary to compel, confirm, vacate, enforce, modify or otherwise affect the mediation or arbitration shall be filed in state or federal courts in the State of Missouri with venue in Pettis County, Missouri and each party expressly consents to jurisdiction therein.

6.10.4 Waiver Upon Final Payment: The making of final payment by OWNER and the acceptance of same by ENGINEER and ENGINEER'S subconsultants shall constitute a waiver of existing claims by the OWNER and such payee except those previously made in writing and identified as unsettled by OWNER at the time of payment, or by the payee at the time of such payee's final invoice. Final payment shall not constitute a waiver of claims by the OWNER relating to liens unsettled, or subsequent discovery of services not in compliance with this AGREEMENT, including the exceptions contained in Paragraphs 6.2.1 and 6.10.3.2.

6.10.5 Waiver Due to Untimely Notice: Claims arising after the making of final payment shall be barred, and no suit or demand may be filed if Notice as stated in Paragraph 6.10.3.2 and section 6.10.4 is not given. Nothing in this Paragraph shall be construed as directly or indirectly limiting the time to institute suit, but rather to give the responding party timely notice and prompt opportunity to investigate the allegations of the dispute.

6.10.6 Negotiation: Within seven (7) days of receipt of the Notice, the Public Works Director for the OWNER and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level within twenty-one (21) days after Notice then, upon written request of either side, the matter shall be referred to the Division President of the ENGINEER and an executive officer of OWNER. These officers shall meet at the Project Site or such other location as is agreed upon within thirty (30) days of the written request to resolve the dispute.

6.10.7 Mediation: If the OWNER'S and ENGINEER'S said officers are unable to resolve the dispute, then either side may request that the matter be submitted to mediation before a mediator mutually agreed upon. If the parties cannot agree on a mediator, then the American Arbitration Association shall appoint one upon request. Any administrative or mediator's fees shall be split equally between the parties. The mediation shall take place in Sedalia, Missouri unless the parties mutually agree on another location.

6.11 Not Used

6.12 Publications

Recognizing the importance of professional development on the part of ENGINEER'S employees and the importance of ENGINEER'S public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER'S services for the Project. Such publications will be provided to OWNER in draft form for OWNER'S advance review. OWNER shall review such drafts promptly and provide OWNER'S comments to ENGINEER. ENGINEER shall not use data in a manner that would allow for individuals to be identifiable. OWNER shall require deletion of proprietary data or confidential information from such publications including, but not limited to information that may be protected under guidelines, regulations or statutes related to the U.S. Department of Homeland Security, but otherwise OWNER will not unreasonably withhold approval. The cost of ENGINEER'S activities pertaining to any such publication shall be borne by the ENGINEER.

6.13 Indemnification for Pollution Related Claims

For services involving or related to pollution, toxic substances, or hazardous wastes or asbestos abatement work, to the extent allowed by law, the OWNER agrees to release, defend, indemnify, and hold harmless ENGINEER and its officers, directors, employees, agents, and consultants from all liability, claims, demands, damages, losses, and expenses, direct, indirect or consequential, including, but not limited to, claims of OWNER and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs arising out of the performance of this AGREEMENT. This indemnification provision extends to claims against ENGINEER which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant, or arising out of or resulting from asbestos abatement work. ENGINEER agrees to indemnify OWNER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of ENGINEER.

6.14 Indemnification

6.14.1 Except for those projects identified in Section 6.13, and subject to the provisions of Sections 3 and 7 of this Agreement, ENGINEER agrees to indemnify OWNER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them. Nothing in this Agreement shall require ENGINEER to provide a defense of the OWNER against any claim, suit or complaint.

6.14.2 To the extent permitted by law, the OWNER agrees to indemnify ENGINEER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of OWNER, its officers, directors, Contractors, employees, agents, and consultants, and any of them.

6.15 Computer Models

ENGINEER may use or modify ENGINEER'S proprietary computer models in service of OWNER under this AGREEMENT, or ENGINEER may develop computer models during ENGINEER'S service to OWNER under this AGREEMENT. The data for such model shall be the property of both the ENGINEER and the OWNER. Such use, modification, or development by ENGINEER using ENGINEER'S software does not constitute a license to OWNER to use or modify ENGINEER'S software. In addition, any modeling software shall remain the property of the party who purchased the software or the software license.

6.16 Reuse of Documents

All documents including Contract Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER'S independent professional associates and consultants) pursuant to this AGREEMENT are instruments of service in respect of the Project, and ENGINEER shall have the ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER'S independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER'S independent professional associates and consultants from and against all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.17 Electronic Media

Any electronic media furnished with respect to ENGINEER'S services are for OWNER'S information and convenience only. Such media are not to be considered part of ENGINEER'S instruments of service. (Due to the potential that information contained in electronic media can be modified by OWNER or others, ENGINEER, at its option, may remove all indicia of ENGINEER'S ownership and involvement from each electronic display.)

ENGINEER shall not be liable for loss or damage directly or indirectly, arising out of use of electronic media including, but not limited to, any loss of business or incidental or consequential damage. OWNER shall assume all risk and release, indemnify, and hold harmless ENGINEER, its officers, directors, employees, servants, agents, successors, and assigns, from and against each and every claim or cause of action that OWNER or others may have or which may arise in the future respecting use of the electronic media. OWNER may from time-to-time request additional electronic copies. ENGINEER shall provide such additional copies for a reasonable reproduction fee.

If there is a discrepancy between the electronic media files and the signed and sealed hard copies, the hard copies shall govern.

6.18 Notices

Any Notice required under this AGREEMENT will be in writing, addressed to the appropriate party at the following addresses:

OWNER'S address:
City of Sedalia, Missouri
Brenda Ardrey, Public Works Director
200 South Osage Avenue, Sedalia, MO 65301

ENGINEER'S address:
Burns & McDonnell Engineering Company, Inc.
Cliff Cate
9400 Ward Parkway, Kansas City, MO 64114

6.19 Successor and Assigns

OWNER and ENGINEER each binds itself and its successors, executors, administrators, and assigns to the other party of this AGREEMENT and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this AGREEMENT; except as above, neither OWNER nor ENGINEER shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

6.20 Controlling Law

This AGREEMENT shall be subject to, interpreted, and enforced according to the laws of the State of Missouri without regard to any conflicts of law provisions. Should any part of this Agreement be adjudicated, venue shall be in the Circuit Court of Pettis County, Missouri.

SECTION 7 – LIMITATION OF LIABILITY

7.1 To the fullest extent permissible by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any form of negligence, professional errors or omissions (including breach of contract or warranty) of ENGINEER, its officers, directors, employees, agents or consultants, or any of them, SHALL NOT EXCEED the total compensation received by ENGINEER under the Task Order or Paragraph 6.2.1 of this Agreement. The parties agree that specific consideration has been given by the ENGINEER for this limitation and that it is deemed adequate.

7.2 In no event will ENGINEER be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of OWNER, or governmental fines or penalties.

SECTION 8 – CONTRACT DOCUMENTS

The documents set forth below are incorporated into this AGREEMENT and will take precedence as follows:

Change orders and Amendments

Executed Task Orders, including Scope of Services

AGREEMENT

Exhibit A – Burns & McDonnell's "Engineering Services for Sanitary Sewer and Water Main Extensions (Large Projects)", November 29, 2022

Exhibit B – City of Sedalia's Request for Qualifications 20232023-002; Exhibit 4 included as part of Exhibit B shall only be incorporated by express reference into the specific task orders where required for funding requirements as agreed upon by Owner and Engineer

Exhibit C - Task Order Form

Exhibit D – Schedule of Hourly Rates

Exhibit E – E-Verify Forms

Exhibit F – Anti-Collusion Statement

Exhibit G – DBE Forms, as needed based on Task Order

Exhibit H – Other Federal Forms, as needed based on Task Order

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

OWNER: City of Sedalia, Missouri

**ENGINEER: Burns & McDonnell Engineering
Company, Inc.**

By: _____

By:  _____

Name: _____

Name: Darin Brickman, P.E.

Title: _____

Title: Vice President



**TASK ORDER FOR
ENGINEER-OWNER AGREEMENT**

Exhibit A - Task Order No. 1

This Task Order is entered into and authorized by Owner this ____ day of _____, 2023, by and between the City of Sedalia (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER).

The parties agree that the ENGINEER shall perform the following Services in accordance with the terms of the Engineer-Owner Agreement dated February ____, 2023:

1. Scope of Services:

The Project consists of designing a water, sewer main and lift station within the project limits, generally bounded by 32nd Street to the North, Sacajawea Road to the south, Highway 65 on the east and the Katy Trail to the west. The sewer main alignment is approximately 8,100 linear feet in length and the water main is approximately 4,600 linear feet in length. Scope of Services for this Project generally includes project administration, permitting assistance, sewer and water main design, design to accommodate a pre-manufactured packaged lift station, and preparation of contract documents consisting of construction drawings for bidding, easement exhibits, and compiling of project manual. Exhibit B provides a defined scope of services for this Task Order.

2. Compensation:

A. Amount of Payment:

1. For Services performed, OWNER shall pay ENGINEER the lump sum amount of Two hundred Forty-one Thousand Nine Hundred Sixty-eight dollars (\$241,968.00).
2. For additional, reduced, or changed Scope of Services, the amount of payment shall be adjusted on a mutually agreeable lump sum basis.

B. Statements:

1. Monthly statements will be submitted by ENGINEER to OWNER. Statements will be based on ENGINEER's estimated percent of Services completed at the end of the preceding month.

3. Time of Service:

- A. ENGINEER shall proceed with providing the services set forth herein within approximately 5 days of the execution of this Task Order. It is anticipated that these services shall be completed within 270 days of execution of this Task Order.
- B. Completing the services within the above time frame is contingent upon the timely receipt of required information, approvals, and/or reviews.

4. Other Terms:

- A. The terms of this Task Order supersede any contrary terms of the Engineer-Owner Agreement.

IN WITNESS WHEREOF, the parties have made and executed this TASK ORDER as of the day and year first above written.

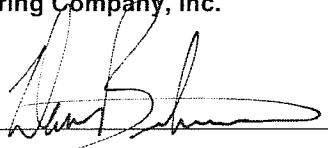
OWNER: City of Sedalia, Missouri

**ENGINEER: Burns & McDonnell
Engineering Company, Inc.**

By: _____

By: _____

Name: Kelvin L. Shaw, CPA

Name: 
Darin Brickman, P.E.

Title: City Administrator

Title: Vice President

EXHIBIT B - SCOPE OF SERVICES

Project Title: Sanitary Sewer Main Extension – Prairie Hollow (Project)

Project Description:

The Project consists of designing a water, sewer main and lift station within the project limits, generally bounded by 32nd Street to the North, Sacajawea Road to the south, Highway 65 on the east and the Katy Trail to the west. The sewer main alignment is approximately 8,100 linear feet in length and the water main is approximately 4,600 linear feet in length.

ENGINEER's Scope of Services for this Project generally includes project administration, permitting assistance, sewer and water main design, design to accommodate a pre-manufactured packaged lift station, and preparation of contract documents consisting of construction drawings for bidding, easement exhibits, and compiling of project manual.

Drawings will show plans and details for the proposed improvements with sewer main vertical profiles for gravity mains and horizontal plans only for the forcemain and water mains. Water and sewer main plan drawings will be generated from the OWNER's GIS files provided for this Project and supplemented by the sewer main route topographic survey for this Project.

ENGINEER will be responsible for preparation of the technical specifications for this Project. OWNER will be responsible for providing the City's formatted front-end documents, and ENGINEER will provide relevant project information to complete front-end documents. ENGINEER will compile the front-end documents and technical specification into a complete project manual. The OWNER will be responsible for the advertisement of the Project, receiving bids, award of the construction project, and construction observation services.

The basic Scope of Services for this Project is organized into these major Task Series:

TASK SERIES 100 – Project Management and Administration
TASK SERIES 200– Field Investigations
TASK SERIES 300– Permitting Assistance
TASK SERIES 400– Design Phase
TASK SERIES 500– Bid Phase Services

These services through Final Design will be completed within six (6) months after the Notice to Proceed.

Assumptions:

- OWNER will provide all public outreach efforts, as needed.
- Construction period is assumed to be approximately six (6) months.
- Scope and fee based on the alignments for water and sewer shown in the Figure 1 and Figure 2.

TASK SERIES 100 Project Management and Administration

The purpose of this Task Series is to manage, direct and oversee the services identified herein and services performed by subconsultants employed by ENGINEER in completion of the Work. The following management activities will be provided by ENGINEER.

101 Project Management Services

Provide project management services throughout the Project to successfully manage and complete the Work, including project correspondence and consultation with OWNER Staff; supervision and coordination of services; scheduling and assignment of ENGINEER's personnel resources; and continuous monitoring of work progress.

102 Monthly Invoicing

Prepare and submit monthly invoices to the OWNER.

103 Subconsultant Agreements and Administration

Prepare an agreement for ENGINEER's subconsultants involved in the Project. Conduct meetings as required to prepare subconsultant agreements, to review deliverables, and to execute the defined scope of work. Provide administration of subconsultant agreements and subconsultant work including deliverables, subcontractor invoicing, and schedule maintenance.

104 Quality Control

ENGINEER's Quality Assurance Program will be implemented on all phases of the project to provide an independent review of the Work. The Quality Assurance Program includes quality control reviews prior to submittal on contract documents. Quality control reviews will include checks for conformance with regulatory agency requirements, completeness and correctness of evaluations, design accuracy, feasibility of implementing recommendations, and adherence to contract requirements.

105 Project Kickoff Meeting

After Notice to Proceed is given by OWNER, ENGINEER will organize and conduct a Project Kickoff meeting with the OWNER to review scope and establish project goals, roles and responsibilities, lines of communication, Project procedures, and

other logistics of Project execution, including anticipated Project schedule and content of subsequent monthly progress meetings.

106 Design Review Meetings

Participate in up to three (3) design review meetings during the design phase with OWNER to review design deliverables and provide updates on work progress, budget and schedule status, current issues, variances in the potential scope of work. These meetings are concurrent with deliverable milestone reviews listed elsewhere in this scope of work.

TASK SERIES 200 Field Investigations

The purpose of this Task Series is to collect and coordinate field data to incorporate in design.

201 Water and Sewer Main Route Surveys and Rights-of-Way

ENGINEER will subcontract with a Professional Surveyor to perform the following services:

1. Horizontal Control - The horizontal datum will be based on Missouri State Plane Coordinates, 1983 West Zone. Horizontal control points will be established within the Project limits. Horizontal control points will be referenced and described on the survey drawings.
2. Vertical Control - The vertical datum will be NAVD 1988 datum. Elevations will be established on horizontal control points.
3. Topography Survey - Provide a detailed topographic survey of the water and sewer Main Survey Limits shown in Figure 1, approximately 8,100 linear feet of topography. Topography will be a strip approximately 300 feet wide along the alignment. Topography will include but is not limited to edge of pavements, surface elevations, driveways, trees, bushes, culverts, flower gardens, sidewalks, trails, power poles, telephone poles, fences, utilities, storm water structures, sanitary sewer structures, gas lines, telephone lines, telephone boxes, cable TV lines, power lines, water mains, fire hydrants, valves, water service lines and other visible improvements within the Project limits.
4. Utility Survey - Contact One-Call system, as needed, and request field marks of existing utilities for the Project limits. If not marked in the field, utilities may be shown from available mapping. Locate sanitary and storm structure and provide invert elevations.
5. Right-of-Way Lines - Locate an adequate number of existing right-of-way and property corner monuments to establish the right-of-way lines and property lines for the properties, within the Project limits. Obtain mapping from Pettis County to reference the collected survey data.

6. Ownership and Easements – Obtain ownership records for the properties adjacent to the proposed project and develop a property map showing right-of-way, permanent easement and temporary easement with current ownership. Obtain up to five (5) title reports.

202 Geotechnical Investigation

ENGINEER will subcontract services to conduct a geotechnical investigation. These services will include the following tasks:

1. Conduct a geotechnical investigation for up to 6 borings from the proposed lift station at the northeast corner of the proposed development along the alignment to the Katy Trail. All borings will be drilled to auger refusal, or up to a depth of at least 15 feet, whichever is greater. At stream crossings, a minimum of two borings will be drilled at each location (4 total at crossings) to a depth of at least 40 feet, or refusal, whichever is greater.
2. Drilling activities will be under the supervision of a geotechnical engineer.

Laboratory Testing:

1. Laboratory testing will include index tests to confirm field classification of samples selected by geotechnical engineer.
2. Testing will consist of moisture content, dry unit weight, unconfined compressive strength (peak strength only), and Atterberg limits.
3. One-dimensional consolidation and compaction tests are planned.
4. Soil corrosivity testing will be conducted at each boring location.

Prepare geotechnical report that will include boring logs, laboratory test results, and engineering recommendations, which will include pavement recommendations for site and driveways.

Prepare and submit geotechnical report to OWNER to be included with the final documents for bidding.

TASK SERIES 300 Permitting Assistance

ENGINEER will assist the OWNER in reviewing and processing permits that may be required for the project, including the following assumptions:

1. The Project will qualify for USACE NWP 58 and a PCN will not be required.
2. The Project will automatically be covered under 401 water quality certification from the Missouri Department of Natural Resources because of the Project's coverage under NWP 58.
3. The desktop wetland delineation and desktop protected species habitat assessment do not include any field work or travel for agency meetings. If a

formal onsite wetland delineation or habitat assessment field survey is required, a separate scope and cost estimate can be provided.

4. The cultural resources effort does not include any background research, agency coordination, field survey, deep dig testing, artifact collection, or curation because the USACE does not require a PCN to be submitted for this Project.
5. If the USACE, USFWS, or Missouri SHPO requests field surveys and agency coordination, a separate scope and cost estimate can be provided.
6. Known or unknown cultural or historic resources do not occur along the Project alignment corridor.
7. If cultural or historic resources are discovered during construction that could be eligible for the National Register of Historic Places, additional investigations may be necessary, and a separate scope and cost estimate can be provided.
8. The proposed route does not cross any state- or federally owned land; thus, no Environmental Assessment or Environmental Impact Statement would be required.
9. All tree removal for the project will occur from November 1 to March 31 to avoid impacting potential summer maternity roosting habitat for protected bat species and potential nesting habitat during the migratory bird nesting period.
10. Permitting for installation within and across road rights-of-way (ROW) under the jurisdiction of OWNER are assumed not to be required.
11. OWNER, or their construction contractor, is responsible for all bonds and insurance certificates that are necessary for construction across County and Local Roads.
12. A construction within a floodplain permit will not be required.
13. Permits required for Pipeline and other utility crossings not specifically mentioned in this Task Series are not included.

301 Wetlands and Protected Species

ENGINEER's wetland specialist will complete a desktop wetland delineation to evaluate the proposed Project alignment corridor for the presence of wetlands and other waters according to U.S. Army Corps of Engineers (USACE) requirements. The wetland specialist will review available background information including the 1987 Corps of Engineers Wetlands Delineation Manual (1987 Manual), the 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region – Version 2.0 (Regional Supplement), U.S. Geological Survey (USGS) 7.5 minute topographic maps, U.S. Fish & Wildlife Service (USFWS) National Wetland Inventory (NWI) maps, National Agriculture Imagery Program (NAIP) aerial photography, USGS National Hydrography Dataset (NHD), Federal Emergency Management Agency (FEMA) National Flood Hazard Layer (NFHL), and U.S. Department of Agriculture

(USDA) Natural Resources Conservation Service (NRCS) Soil Survey Geographic (SSURGO) digital data for the Project Area. The wetland specialist will assess whether mapped and potential wetland areas are likely to be considered under the jurisdiction of the USACE by determining if a hydrologic connection to waters of the U.S. (WOTUS) exists. The results of the desktop wetland delineation will be used during the design phase of the Project to determine construction staging areas and identify areas where construction measures and erosion and sediment controls should be implemented to protect stream and wetland habitats.

Based on the results of the desktop wetland delineation, the wetland specialist will prepare a desktop wetland delineation letter report describing the background research, methodologies, and results. In addition, the report will include figures that identify the potential regulated wetlands with respect to the Project corridor. ENGINEER's wetland specialist will provide the draft letter report to the OWNER for review and one round of comments. The wetland specialist will address any comments, finalize the report, and provide a final electronic version to the OWNER for their Project files.

The Project would likely be authorized under a USACE Nationwide Permit 58 (NWP 58) for Utility Line Activities for Water and Other Substances. A Pre-Construction Notification (PCN) will likely not need to be submitted to the USACE because it is assumed that the Project, as proposed, would only result in minor, temporary impacts to WOTUS and would not cross any Section 10 Navigable Streams.

ENGINEER's biologist will complete an online protected species habitat assessment of the Project route through the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) website and the Missouri Department of Conservation (MDC) Natural Heritage Review Website. Based on the results of the online assessments, the ENGINEER's biologist will prepare a desktop protected species habitat assessment letter report that will provide the findings of the online assessments and provide recommendations to minimize and avoid impacts to state- and federally protected species during construction. The ENGINEER's biologist will provide the draft desktop habitat assessment letter report to the OWNER for review and one round of comments. The ENGINEER's biologist will address any comments, finalize the report, and provide a final electronic version to OWNER.

ENGINEER's archaeologist will draft an Unanticipated Discoveries Plan detailing the procedures to follow if construction activities result in the discovery of unrecorded archaeological sites or remains. The Unanticipated Discoveries Plan will be submitted to the OWNER for their Project files and included in the construction specifications for the Project.

302 Missouri Division of State Parks

The proposed Project route parallels the Katy Trail. ENGINEER will confirm the design characteristics and coordinate with the Missouri Division of State Parks (MDSP) to review potential impacts and construction issues. ENGINEER will incorporate MDSP requirements into the design, if required. ENGINEER will compile one set of permitting application documents and submit to OWNER one time for one round of review and comment. Upon addressing OWNER comments, ENGINEER will provide final electronic version of the permit application packages to OWNER for agency submittal.

303 County/Local Road Crossing Permit

The Project will likely require a County/Local Road Crossing Permit. An ENGINEER permitting specialist will assist the OWNER by coordinating with the Pettis County Road Department to obtain permits for construction within and along road rights-of-way and any proposed crossings. ENGINEER's permitting specialist will work with the OWNER to prepare a permit application package with the necessary support drawings for submittal to the county for review and approval. The draft County/Local Road Crossing permit application would be submitted to the OWNER for review and one round of comments. ENGINEER's permitting specialist will address any comments, finalize the permit application, and provide a final electronic version to the OWNER. If requested by the OWNER, the permitting specialist can submit the County/Local Road Crossing permit application to the Pettis County Road Department on behalf of the OWNER.

TASK SERIES 400 Design Phase

The purpose of this Task Series is to design the water and sewer main and develop contract documents for OWNER bidding of Project.

ENGINEER will not proceed with any services under this Task Series 500, or subsequent phases of the work (Bid Phase, Construction Phase, and Project Closeout), without prior OWNER authorization. Based on the recommendations in *Task Series 200 - Sewer Main Alternatives Analysis*, the OWNER will provide authorization to proceed with ENGINEER's services during the Design Phase. At that time, the OWNER may opt to proceed or modify ENGINEER's scope of work in consultation with ENGINEER via a mutually agreeable Contract Amendment.

401 Preliminary Design (60% Design)

1. Prepare preliminary (60 percent complete) construction drawings with drawing size 22"x34" based on the Conceptual Layout for the selected sewer main alternative from Task Series 200. Preliminary construction drawings will include:

- a. Survey Information, Utility Coordination Information, and OWNER's GIS information (when applicable)
- b. Plan and profile sheets at 40:1 scale, depicting the proposed alignment, ground surface profile, above ground and buried utilities, crossing locations, proposed valves, branch line connections
- c. Lift Station details will include plan and elevation sheet of wet well and pumps, detail sheet containing force main connection detail to leave the new lift station and a connection detail to the existing lift station.
- d. Coordinate a new electrical service point with the local utility. Electrical drawings will include one site plan providing locations for new service pole, generator, transfer switch, and lift station control panel. Control and power single line drawings will be provided with pump horsepower, cable/conduit sizing, and other electrical equipment. Generator sizing will be calculated based on pump sizes.
2. Prepare a Preliminary Opinion of Probable Construction Cost (OPCC) based on the 60% design.
3. Determine the need for permanent and temporary construction easements along the proposed water and sewer main alignment.
 - a. Prepare legal descriptions and exhibits for up to two (2) properties.
 - b. Property owner negotiations and other items related to acquiring easements are not included.
4. Deliverables
 - a. Drawings - Submit one (1) PDF file and two (2) paper copies of the drawings (60 percent complete) to the OWNER for review.
 - b. OPCC - Submit one (1) PDF file of the OPCC based on 60% design to the OWNER for review.
 - c. Legal Descriptions & Exhibits - Submit one (1) PDF file and two (2) paper copies of the property legal descriptions and exhibits to the OWNER for review.
5. Preliminary Design Review Meeting - Organize and conduct a review meeting with the OWNER to review the project progress and receive review comments. This coincides with one of the meetings described in TASK SERIES 100.

402 Pre-Final Design (90% Design)

1. Prepare pre-final (90 percent complete) construction drawings, addressing OWNER review comments from the Preliminary Design deliverables.
 - a. Electrical and instrumentation/control details at 90% will include the following:
 - Typical schematic diagrams for the pumps.
 - Control descriptions for the duplex pump station, either PLC or alternating relay-based float switch control

- Specification of generator, transfer switch, control panel, level switch, and other components to provide a complete and functional system.
 - Specification of cellular based telemetry system and integration into existing city owned SCADA system.
 - Grounding and other installation details as required.
- 2. Prepare a Pre-Final OPCC based on the 90% design.
- 3. Compile the project manual.
 - a. ENGINEER will prepare final technical specifications.
 - b. An Unanticipated Discoveries Plan will be drafted detailing the procedures to follow if construction activities result in the discovery of unrecorded archaeological sites or remains.
 - c. OWNER will be responsible for providing the City's formatted front-end documents to ENGINEER.
 - d. ENGINEER will update front-end documents with relevant Project information.
 - e. ENGINEER will compile the updated front-end documents and technical specifications into a complete project manual.
- 4. Deliverables
 - a. Drawings - Submit one (1) PDF file and two (2) paper copies of the drawings (90 percent complete) to the OWNER for review.
 - b. OPCC - Submit one (1) PDF file of the OPCC based on 90% design to the OWNER for review.
 - c. Project Manual - Submit one (1) PDF file of the complete project manual based on 90% design to the OWNER for review.
- 5. Pre-Final Design Review Meeting
 - a. Organize and conduct a review meeting with the OWNER to review the project progress and receive review comments. This coincides with one of the meetings described in TASK SERIES 100.
- 6. Utility Coordination
 - a. Provide one (1) PDF file of the drawings (90 percent complete) to each utility company with existing underground facilities that potentially conflict with, cross over or under, or adjacent to, proposed sewer improvements and to those that have not responded to the Utility Coordination Notice.
 - b. Contact with the utilities, including any drawings, correspondence, maps, log, and other data received will be documented.

403 Final Bidding and Construction Documents (100% Design)

1. Prepare final (100 percent complete) construction drawings, addressing OWNER review comments from the Pre-Final Design deliverables.

2. Compile the Project Manual for bidding, addressing OWNER review comments to the updated front-end documents and technical specifications from the Pre-Final Design deliverables.
3. Deliverables
 - a. Drawings - Submit one (1) PDF file and two (2) paper copies of the final sealed drawings to the OWNER.
 - b. Project Manual - Submit one (1) PDF file of the project manual with completed front-end documents and final sealed technical specifications to the OWNER.

TASK SERIES 500 Bid Phase Services

501 Pre-Bid Conference

1. In coordination with the OWNER, prepare for and present a pre-bid meeting at a date, time and place provided by the OWNER.
 - a. Prepare agenda and facilitate the meeting with assistance from OWNER.
 - b. Respond to questions regarding interpretation of drawings, specifications and technical issues, issue addenda, evaluate bids, and make recommendation of award.

502 Submit Engineer's Opinion of Probable Construction Cost

ENGINEER will provide a final construction cost opinion that reflects items impacted by addenda changes or changes in market conditions, as required. The cost opinion will be submitted on the bidding form included in the bidding documents and provided to the OWNER in a sealed envelope, as needed.

503 Bid Assistance and Evaluation

1. Assist the OWNER with interpretation of the Contract Documents and develop addenda as required during the bid advertisement period to clarify Contract Documents. OWNER will post the addenda.
2. Project advertisement is assumed to have a duration of approximately 30 days.
3. ENGINEER will consult with and advise OWNER as to the acceptability of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation will include such factors as work previously completed for the OWNER, work completed for others, contractor's proposed project manager and superintendent, financial resources, technical experience, responses from references and other relevant facts. OWNER will provide one copy of each bid to the ENGINEER to develop a tabulation of received bids for evaluation. ENGINEER will provide the bid tabulation to the OWNER.

504 Conforming Documents

ENGINEER will prepare conformed drawings and technical specifications that incorporate changes or revisions resulting from Bid Phase activities.

ENGINEER will provide the following conformed document items to the OWNER:

1. Two (2) paper copies of the final sealed conformed Contract Documents.
2. Electronic set of the final sealed conformed Contract Documents in PDF format.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AIRPORT RESCUE STATE BLOCK GRANT AGREEMENT.

WHEREAS, The City of Sedalia, Missouri has received a proposal to enter into an Airport Rescue State Block grant agreement with the Missouri Highways and Transportation Commission; and

WHEREAS, the City of Sedalia, Missouri shall receive a grant in the amount not to exceed Thirty-Two Thousand Dollars (\$32,000.00) to be used for operating costs incurred after January 20, 2020 at the Sedalia Regional Airport as more fully described in the agreement attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the Airport Rescue State Block grant agreement by and between the City of Sedalia, Missouri and the Missouri Highways and Transportation Commission as the agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 22nd day of February 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 22nd day of February 2023.

Tina Boggess, Mayor Pro-Tem

ATTEST:

Jason S. Myers
City Clerk

INTEROFFICE MEMORANDUM

TO: KELVIN SHAW, JASON MYERS

FROM: DERRICK DODSON

SUBJECT: COUNCIL ORDINANCE FOR ARPA GRANT ACCEPTANCE.

DATE: 02/15/23

CC: CC NAME

We have received the application for the American Rescue Plan Act (ARPA) funding for the airport and it has been reviewed by legal. This grant funding is similar to the CARES and CRRSA grants. It appears this funding will equate to \$32,000 that can be used for operating costs incurred after January 20, 2020. I would like to add this to the February 22nd Council Meeting.

CCO FORM: MO#23
Approved: 11/22 (MWH)
Revised:
Modified:

Sponsor: City of Sedalia
Project No. 21-020A-3
Airport Name: Sedalia Regional

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

AIRPORT RESCUE STATE BLOCK GRANT AGREEMENT

SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

- State Block Grant Agreement
- Federal Authorization - Airport and Airway Improvement Act of 1982 (as amended) and ARP Act
- Project Description – operational and maintenance costs

SECTION II - STANDARD AGREEMENT ITEMS

1. PURPOSE
2. PERIOD OF PERFORMANCE
3. AMOUNT OF GRANT
4. ALLOWABLE COSTS
5. INDIRECT COSTS-SPONSOR
6. FEDERAL SHARE OF COSTS
7. COMPLETING THE GRANT WITHOUT DELAY AND IN CONFORMANCE WITH REQUIREMENTS
8. WITHDRAWAL OF GRANT OFFER
9. EXPIRATION OF GRANT OFFER
10. RECOVERY OF FEDERAL FUNDS
11. PAYMENT
12. ADMINISTRATIVE/AUDIT REQUIREMENTS
13. NONDISCRIMINATION ASSURANCE
14. CANCELLATION
15. VENUE
16. LAW OF MISSOURI TO GOVERN
17. CONFIDENTIALITY
18. NONSOLICITATION
19. DISPUTES
20. INDEMNIFICATION
21. NOTIFICATION OF CHANGE
22. AMENDMENTS
23. ASSIGNMENT
24. BANKRUPTCY
25. COMMISSION REPRESENTATIVE
26. UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY
27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006
28. BAN ON TEXTING WHILE DRIVING
29. SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIQUE ENTITY IDENTIFIER

30. SUSPENSION OR DEBARMENT
31. TRAFFICKING IN PERSONS
32. REQUIRED FEDERAL PROVISIONS
33. EMPLOYEE PROTECTION FROM REPRISAL
34. BUY AMERICAN
35. LIMITATIONS
36. AIR AND WATER QUALITY
37. FACE COVERINGS POLICY
38. FINANCIAL REPORTING AND PAYMENT REQUIREMENTS
39. ARP ACT GRANT ASSURANCES
40. EQUIPMENT OR VEHICLE REPLACEMENT
41. EQUIPMENT ACQUISITION
42. LOW EMISSION SYSTEMS
43. UTILITIES PRORATION
44. UTILITY RELOCATION IN GRANT

SECTION III – GRANT ACCEPTANCE

- Signature by sponsor constitutes acceptance of grant terms and conditions. Failure to comply with grant requirements will jeopardize funding eligibility.
- Certificate of sponsor's attorney

EXHIBIT A – AIRPORT RESCUE GRANT ASSURANCES

Sponsor: City of Sedalia
Project No. 21-020A-3
Airport Name: Sedalia Regional

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AIRPORT RESCUE STATE BLOCK GRANT AGREEMENT**

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Sedalia (hereinafter, "Sponsor"). Reference will also be made to the Federal Aviation Administration (hereinafter, "FAA").

WITNESSETH:

WHEREAS, Section 116 of the federal Airport and Airway Safety and Capacity Expansion Act of 1987 amended the previous Act of 1982 by adding new section 534 entitled "State Block Grant Pilot Program", (Title 49 United States Code Section 47128); and

WHEREAS, the Federal Aviation Reauthorization Act of 1996 declared the State Block Grant Program to be permanent; and

WHEREAS, the Commission has been selected by the FAA to administer state block grant federal funds under said program; and

WHEREAS, the Sponsor has applied to the Commission for a sub grant under said program; and

WHEREAS, Title IV of Division M of Public Law 117-2, the American Rescue Plan Act (hereinafter, "ARP Act", or "the Act") and the Missouri General Assembly 2002 appropriations bill, HB 3004, provided General Funds to airports to be utilized for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments; and

WHEREAS, the Airport Rescue State Block Grant is provided in accordance with the ARP Act; and

WHEREAS, the Sponsor has applied to the Commission for an ARP Act sub grant under said program; and

WHEREAS, the Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for airport operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the ARP Act and HB 3004; and

WHEREAS, this grant is provided in accordance with the ARP Act and HB 3004, as described below, to prevent, prepare for, and respond to the coronavirus. ARP Act airport grant amounts to specific airports are derived by legislative formula; and

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

(1) PURPOSE: The purpose of this Airport Rescue State Block Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue State Block Grant Agreement must be used only for purposes directly related to the covered airports and shall be provided to such covered airports using subgrants, which include the terms, conditions, and assurances attached hereto. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act. Airport Rescue State Block Grant funds may be used to reimburse airport operational expenses directly related to covered airports in Missouri incurred no earlier than January 20, 2020.

Airport Rescue State Block Grant funds also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue State Block Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

(2) PERIOD OF PERFORMANCE: The period of performance shall commence on the date this Agreement is executed by the parties. The end date of the period of performance is August 13, 2025, which is four (4) years (1,460 calendar days) from the date of agreement execution between the Commission and the FAA to receive this funding. The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance. Unless the Commission receives a written extension from the FAA, the Sponsor must submit all Grant closeout documentation and liquidate (pay off) all obligations incurred under this award no later than one hundred twenty (120) calendar days after the end date of the period of performance (2 Code of Federal Regulations (CFR) § 200.344). The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

(3) AMOUNT OF GRANT: The amount of this grant is not to exceed Thirty-Two Thousand Dollars (\$32,000). The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all expenses to ensure that they are qualifying expenses under this program.

(4) ALLOWABLE COSTS: These funds shall not be used for any costs that the Commission and/or the FAA has determined to be ineligible or unallowable under the ARP Act.

(5) INDIRECT COSTS—SPONSOR: The Sponsor may charge indirect costs

under this award by applying the indirect cost rate identified in the Grant Application as accepted by the Commission, to allowable costs for Sponsor direct salaries and wages only.

(6) FEDERAL SHARE OF COSTS: The United States' share of allowable Grant costs is One Hundred Percent (100%).

(7) COMPLETING THE GRANT WITHOUT DELAY AND IN CONFORMANCE WITH REQUIREMENTS: The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Agreement, the ARP Act, and the regulations, policies, standards and procedures of the United States Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the Commission any disengagement from funding eligible expenses under the Grant that exceeds three (3) months or a twenty-five percent (25%) reduction in time devoted to the Agreement, and request prior approval from the Commission. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are labeled as Exhibit A and attached to the Agreement and incorporated herein by reference, and any addendum that may be attached hereto at a later date by mutual consent.

(8) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(9) EXPIRATION OF GRANT OFFER: This grant offer shall expire, and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before April 1, 2023, or such subsequent date as may be prescribed in writing by the Commission.

(10) RECOVERY OF FEDERAL FUNDS: The Sponsor shall take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, in violation of federal antitrust statutes, or misused in any other manner, including uses that violate this Agreement, the ARP Act, or other provisions of applicable law. For the purposes of this Agreement, the term "Federal funds" means funds, however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor shall return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Commission. The Sponsor shall furnish to the Commission, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such federal share shall be approved in advance by the Commission.

(11) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or a lump sum payment upon completion of the work. The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for

reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission. The Sponsor shall comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

(12) ADMINISTRATIVE/AUDIT REQUIREMENTS: The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Commission and shall provide one (1) copy of the completed audit to the Commission. Upon request of the FAA, the Commission and Sponsor shall provide one copy of the completed audit to the FAA.

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

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

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

(C) Nondiscrimination: The Sponsor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.

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

(E) Information and Reports: The Sponsor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of

information and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Sponsor fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

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

(G) Incorporation of Provisions: The Sponsor shall include the provisions of Paragraph (13) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Sponsor will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Sponsor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

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

(A) Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the grant when the Sponsor is, or has been, in violation of the terms of this Agreement. Any lack of progress that significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. Once such determination is made, the Commission shall so notify the Sponsor in writing. Termination of any part of the grant will not invalidate obligations properly incurred by the Sponsor prior to the date of termination.

(B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the

material terms and conditions of this Agreement. If the Commission determines that substantial noncompliance cannot be cured within thirty (30) days, then the Commission may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.

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

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

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

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

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

(20) INDEMNIFICATION:

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

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

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

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(21) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any changes in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal, facsimile or electronic mail (email) delivery, addressed as follows:

Commission: Kyle LePage, Administrator of Aviation
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102
(573) 526-5571
(573) 526-4709 FAX
email: kyle.lepage@modot.mo.gov

Sponsor: Kelvin Shaw City Administrator
200 S. Osage Ave.
Sedalia, MO 65301
(660) 827-3000
email: kshaw@cityofsedalia.com

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile or email delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of the facsimile or email transmission of the document.

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

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

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

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

(26) UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY: The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Agreement.

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

(28) BAN ON TEXTING WHILE DRIVING:

(A) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Agreement or subgrant funded by this Agreement.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

- a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(B) The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Agreement.

(29) SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIQUE ENTITY IDENTIFIER:

(A) Requirement for System for Award Management (hereinafter, "SAM"): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Commission submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

(B) Unique entity identifier (hereinafter, "UEI") means a twelve (12) character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

(30) SUSPENSION OR DEBARMENT: When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

(A) Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within SAM to determine if the non-federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

(B) Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., sub-contracts).

(C) Immediately disclose to the Commission whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

(D) Insert this clause on suspension or debarment in all contracts and subcontracts that result from this Agreement.

(31) TRAFFICKING IN PERSONS:

(A) The Sponsor as the recipient, the Sponsor's employees, subrecipients under this Agreement, and subrecipients' employees may not:

1. Engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect;

2. Procure a commercial sex act that the period of time that the Agreement is in effect; or

3. Use forced labor in the performance of this Agreement or subawards under this Agreement.

(B) The Commission may unilaterally terminate this award on behalf of the FAA as the Federal awarding agency, without penalty, if the Sponsor or a subrecipient that is a private entity:

1. Is determined to have violated a prohibition in Paragraph (31)(A) of this Agreement; or

2. Has an employee who is determined by the Commission and/or FAA official authorized to terminate the Agreement to have violated a prohibition in Paragraph (31)(A)1. of this Agreement through conduct that is either:

a. Associated with performance under this Agreement; or

b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)", as implemented by the FAA at 2 CFR Part 1200.

(C) The Sponsor must inform the Commission immediately of any information the Sponsor receives from any source alleging a violation of a prohibition in Paragraph (31)(A) during the time period of this Agreement.

(D) The Commission's right to terminate unilaterally that is described in Paragraph (31)(A) above:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)); and

2. Is in addition to all other remedies for noncompliance that are

available to the Commission and/or the FAA under this Agreement.

(32) REQUIRED FEDERAL PROVISIONS: The Sponsor shall incorporate all required federal contract provisions that apply to this Project in its contract documents.

(33) EMPLOYEE PROTECTION FROM REPRISAL:

(A) Prohibition of Reprisals:

1. In accordance with 41 U.S.C. § 4712, an employee of the Sponsor or a subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (A)2, information that the employee reasonably believes is evidence of:

- a. Gross mismanagement of a Federal grant;
- b. Gross waste of Federal funds;
- c. An abuse of authority relating to implementation or use of Federal funds;
- d. A substantial and specific danger to public health or safety; or
- e. A violation of law, rule, or regulation related to a Federal grant.

2. The persons and bodies to which a disclosure by an employee is covered are as follows:

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Federal office or employee responsible for oversight of a grant program;
- e. A court or grand jury;
- f. A management office of the Sponsor or subgrantee; or
- g. A Federal or State regulatory enforcement agency.

(B) Submission of Complaint: A person who believes that they have been subjected to a reprisal prohibited by Paragraph (33)(A) of this Agreement may submit a complaint regarding the reprisal to the Office of Inspector General for the USDOT.

(C) Time Limitation for Submittal of a Complaint: A complaint may not be brought under this subsection more than three (3) years after the date on which the alleged reprisal took place.

(D) Required Actions of the Inspector General: Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

(E) Assumption of Rights to Civil Remedy: Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

(34) BUY AMERICAN: Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any permitted use for which funds are provided under this Agreement. The Sponsor will include a provision implementing Buy American in every contract and subcontract issued under this Agreement.

(35) LIMITATIONS: Nothing provided herein shall be constructed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the Commission prior to the date of this Agreement.

(36) AIR AND WATER QUALITY: The Sponsor is required to comply with all applicable air and water quality standards for all projects funded pursuant to this Agreement. If the Sponsor fails to comply with this requirement, the Commission may suspend, cancel, or terminate this Agreement.

(37) FACE COVERINGS POLICY: The Sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the Sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

(38) FINANCIAL REPORTING AND PAYMENT REQUIREMENTS: The Commission and Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

(39) AIRPORT RESCUE GRANT ASSURANCES: The Airport Rescue Grant Assurances are required under the ARP Act and are attached to this Agreement. The Sponsor shall comply with these assurances to accomplish the requirements of this Agreement. The Airport Rescue Grant Assurances are hereby provided to the Sponsor as Exhibit A and incorporated into and made part of this Agreement.

(40) EQUIPMENT OR VEHICLE REPLACEMENT: The Sponsor agrees to treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.

(41) EQUIPMENT ACQUISITION: The Sponsor agrees that for any equipment acquired with funds provided by this Agreement, such equipment shall be used solely for purposes directly related to the Airport.

(42) LOW EMISSION SYSTEMS: The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:

(A) Will be maintained and used at the Airport for which they were purchased; and

(B) Will not be transferred, relocated, or used at another Airport without the advance consent of the Commission on behalf of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenses, cost effectiveness, and emission reductions.

(43) UTILITIES PRORATION: For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable costs of utilities incurred by the Sponsor to operate and maintain the Airport included in this Agreement must not exceed the percent attributable to the capital or operating costs of the Airport.

(44) UTILITY RELOCATION IN GRANT: The Sponsor understands and agrees that:

(A) The Commission will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the Commission that the Sponsor is legally responsible for payment of such costs;

(B) ARP Act funding participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and

(C) The utilities must serve a purpose directly related to the Airport.

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

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

Executed by the Commission this _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SEDALIA

By _____

By _____

Title _____

Title _____

Attest:

Attest:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Commission Counsel

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for the Sponsor, do hereby certify that in my opinion, the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement, and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the ARP Act. The Sponsor understands funding made available under this grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

SPONSOR: CITY OF SEDALIA

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

EXHIBIT A
AIRPORT RESCUE GRANT ASSURANCES
AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Relief and Relief Supplemental Appropriations Act of 2020 (ARP Act or "the Act"), Public Law Number, Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP State Block Grant subaward offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The Sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq. ²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 - Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 14005 - Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3, 4}
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates. ¹
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹
- h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act). ¹

- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements). ¹
- j. 49 CFR Part 20 - New restrictions on lobbying.
- k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 - Participation by Disadvantaged Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance. ¹
- o. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 - Seismic Safety.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. **Purpose Directly Related to the Airport.** It certifies that the reimbursement sought is for a purpose directly related to the Airport.
2. **Responsibility and Authority of the Sponsor.**
 - a. Public Agency Sponsor:
It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing

the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Good Title.** It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
4. **Preserving Rights and Powers.**
 - a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
 - b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the Airport will continue to function as a public-use airport in accordance with this Grant Agreement.
 - c. If an arrangement is made for management and operation of the Airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the Airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.
5. **Consistency with Local Plans.** Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application or State subaward as applicable) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the Airport.
6. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.
7. **Consultation with Users.** In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the Airport at which project(s) is/are proposed.
8. **Pavement Preventative Maintenance.** With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the Airport, it

assures or certifies that it has implemented an effective Airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the Airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference. It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The Airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance

with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the Airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the Airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the Airport's aeronautical facilities whenever required.
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the Airport. Nothing contained herein shall be construed to require that the Airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.
13. **Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
14. **Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.
15. **Exclusive Rights.** The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—
- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
 - b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the Airport.
16. **Airport Revenues.**
- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP State Block Grant Agreement will only be expended for the capital or operating costs of the Airport; the local airport system; or other

local facilities which are owned or operated by the owner or operator of the Airport(s) subject to this Agreement and all applicable addendums for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the Airport, and debt service payments as prescribed in the Act.

b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the Airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the Airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the Airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the Airport showing:
 - 1) boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the Airport's property boundary. Such Airport layout plans and each amendment,

revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the Airport layout plan. The sponsor will not make or permit any changes or alterations in the Airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the Airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the Airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the Airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the Airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights. It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. **Applicability**

- 1. **Programs and Activities.** If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2. **Facilities.** Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. **Duration.**

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which

case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the Airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination based on race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such

program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions. It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications. It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. Access By Intercity Buses. The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the Airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises. The sponsor shall not discriminate based on race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate based on race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this Agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds. The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AUTHOURIZING TASK ORDER NUMBER 8 FOR PROFESSIONAL SERVICES
RELATED TO THE UPGRADE TO THE CENTRAL WASTEWATER TREATMENT PLANT.**

WHEREAS, the City of Sedalia, Missouri has received Task Order Number 8 from Burns & McDonnell Engineering Company, Inc. for engineering services related to the upgrade to the Central Wastewater Treatment Plant; and

WHEREAS, Under the Task Order, the City of Sedalia, Missouri shall pay the sum and amount of One Hundred Ninety-eight Thousand Nine Hundred Dollars (\$198,900.00) to Burns & McDonnell Engineering Company, Inc. as more fully described in Task Order Number 8 attached to this Ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts Task Order number 8 by and between the City of Sedalia, Missouri and Burns & McDonnell Engineering Company, Inc., in substantively the same form and content as it has been proposed.

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

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the Task 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 22nd day of February 2023.

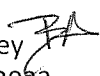
Presiding Officer of the Council

Approved by the Mayor of said City this 22nd day of February 2023.

ATTEST:

Tina Boggess, Mayor Pro-Tem

Jason S. Myers
City Clerk

To: Kelvin Shaw
From: Brenda Ardrey 
Date: February 4, 2023
Subject: Burns and McDonnell
Proposed Scope of Services and Cost
Central Plant Upgrade – Engineering Phase I

Public Works is requesting City Council approval of the attached Burns and McDonnell Task Order #8 for work related to the upgrade to the Central Wastewater Treatment Plant. This work is to identify the overall scope of improvements for increased aeration supply and the potential to add another final clarifier at the plant. This phase is proposed to be authorized for \$66,000 in engineering service costs as detailed below.

The total of this engineering proposal is \$198,900.

Preliminary Design Phase including:

- Basis of Design Report
- Process Drawings
- Mechanical Drawings
- Architectural Drawings (as applicable)
- Civil Drawings
- Structural Drawings
- Electrical Drawings
- Instrumentation and Control Drawings
- Major equipment specifications

Phase 2 Preconstruction Services including construction bid phase services and development of final project schedule

Task Order #8 is attached.

Rachelle Lowe with Burns & McDonnell, provided the attached scope of work to include

The Water Pollution Control Budget proposal for FY 2024 includes \$3.2M in funding for the upgrade to the Central Wastewater Treatment Plant to improve aeration to achieve and maintain compliance with the existing Missouri Department of Natural Resources, National Pollutant Discharge Elimination System (NPDES) permit. As you are aware, in recent months, Central Plant has had issues with maintaining compliance due to pump failures, other equipment failure and long lead times in replacing this equipment due to the pandemic and resulting logistics and production issues. Burns and McDonnell again noted in their Scope of Work that the City's original estimate did not include the additional costs as seen as a result of the unprecedented material price escalation in the past year which have seen an increase in the total cost of this project.

Thank you for your consideration of this much needed project.



**TASK ORDER FOR
ENGINEER-OWNER AGREEMENT**

Exhibit A - Task Order No. 8

This Task Order is entered into and authorized by Owner this ____ day of _____, 2023, by and between the City of Sedalia (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER).

The parties agree that the ENGINEER shall perform the following Services in accordance with the terms of the Engineer-Owner Agreement dated October 5, 2020:

1. Scope of Services:

- A. Engineering services related to Phase 1 Services for Central WWTP Improvements. Exhibit B provides a defined scope of services for this Task Order.

2. Compensation:

A. Amount of Payment:

1. For Services performed, OWNER shall pay ENGINEER the lump sum amount of one hundred ninety-eight thousand nine hundred dollars (\$198,900.00).
2. For additional, reduced, or changed Scope of Services, the amount of payment shall be adjusted on a mutually agreeable lump sum basis.

B. Statements:

1. Monthly statements will be submitted by ENGINEER to OWNER. Statements will be based on ENGINEER's estimated percent of Services completed at the end of the preceding month.

3. Time of Service:

- A. ENGINEER shall proceed with providing the services set forth herein within approximately 10 days of the execution of this Task Order. It is anticipated that these services shall be completed within 150 days of execution of this Task Order.
- B. Completing the services within the above time frame is contingent upon the timely receipt of required information, approvals, and/or reviews.

4. Other Terms:

- A. The terms of this Task Order supersede any contrary terms of the Engineer-Owner Agreement.

IN WITNESS WHEREOF, the parties have made and executed this TASK ORDER as of the day and year first above written.

OWNER: City of Sedalia, Missouri

**ENGINEER: Burns & McDonnell
Engineering Company, Inc.**

By:

By:

Name: Kelvin L. Shaw, CPA

Name: Darin Brickman, P.E.

Title: City Administrator

Title: Vice President



Exhibit B – Task Order No. 8

**City of Sedalia, Missouri
Central WWTP Improvements – Phase 1**

Scope of Services:

Task 1 – Project Management

1. Project Administration
 - a. The Engineer shall prepare a monthly status report and invoices and will closely monitor project budget, labor hours expended and schedule on a weekly basis throughout the project. The monthly status reports will describe the work completed during the previous month, anticipated work for the following month, current budget and schedule status, and any project issues requiring discussion or resolution.
2. Project Kick-off Meeting
 - a. Engineer shall conduct a project kick-off meeting with Owner personnel to review and establish project goals and scope, lines of communication, and project procedures. The schedule and budget will be reviewed, along with establishing dates for future progress meetings. Engineer will draft meeting minutes and provide to Owner for review and approval.
3. Progress Meetings
 - a. Engineer shall conduct progress meetings with Owner to provide updates on work progress, budget and schedule status, current issues, and/or variance in potential scope of work. Engineer will draft meeting minutes and provide to Owner for review and approval.
4. Project QA/QC Activities
 - a. The Engineer will perform internal quality assurance and quality control on all project work products.

Task 2 - Site Investigation and Owner-provided Data Review - Completed

1. Engineer will review pertinent and available existing documents, including but not limited to schematics, existing site plans, scanned as-constructed drawings, hard copy as-constructed drawings, floodplain and floodway data, existing geotechnical reports, operations and maintenance manuals and other sources provided by the Owner.
2. Engineer will Obtain Services of Others with respect to both the Survey and Geotechnical scope of work as follows:
 - a. Engineer to subcontract for completion of boundary and topographic survey of the Central WWTP located at 3000 West Main, Sedalia, Missouri 65301. Survey will be in the general vicinity of the existing final clarifiers. Survey will be initiated during the Conceptual Design.
 - b. Engineer to subcontract for completion of geotechnical investigation including four (4) soil borings to a depth of up to fifteen (15) feet below existing grade. A geotechnical report will be prepared documenting existing soil types and groundwater levels. Laboratory tests will be completed to classify soils. The report will contain recommendations for construction considerations including dewatering, foundation type and depth, backfill



materials, and compaction requirements. Basis for fee development is shallow foundations. Additional scope, fee, and schedule will be necessary if deep, or special, foundations are required and will be completed as part of a separate Task Order. Geotechnical investigation will be initiated during the Conceptual Design.

3. Engineer will review current and historical plant performance data provided by Owner to establish design loadings. Owner will provide and Engineer will review up to five years of historical influent data, including but not limited to influent flow, biochemical oxygen demand (BOD), total suspended solids (TSS), ammonia nitrogen, total Kjeldahl nitrogen (TKN), and total phosphorus (TP). Engineer will provide a technical memorandum summarizing historical flow and loading analysis and summary of design flows and loadings for WWTP Improvements.
4. Owner will provide Engineer with all necessary laboratory analyses required of the influent wastewater to support development of a biological model and to supplement historical plant performance data. The requested data will be for no less than a two (2) week period and will consist of the following parameters: (1) Influent and effluent flow, (2) Influent COD, (3) Influent and effluent BOD, (4) Influent soluble BOD, (5) Influent particulate BOD, (6) Influent and effluent TKN, (7) Influent and effluent ammonia, (8) Influent and effluent Nitrate/Nitrite, (9) Influent and effluent total phosphorus, (10) Influent and effluent orthophosphate, (11) Influent and effluent total suspended solids (TSS), (12) Influent volatile suspended solids (VSS), (13) influent and effluent pH, (14) Dissolved Oxygen (DO) of Aeration Basin, (15) Return and waste sludge flow rates, and (16) Influent alkalinity.
5. Develop a biological model (BioWin) to confirm blower sizing and required air supply for the aeration basin.
6. Engineer will review the condition of assets (aeration diffusers, blowers, and final clarifier equipment) at the Central WWTP and perform a single-visit visual inspection of the associated treatment, power, and structural assets at the site.

Task 3 – Schematic Design – Completed

The following includes a summary level description of the planned Schematic Design effort. Schematic Design includes identifying scope of critical components necessary for subsequent Concept Design and will serve to confirm overall treatment process capacity:

1. Develop a biological model (BioWin) to confirm treatment process performance under varying conditions. The BioWin model will be used to facilitate definition of treatment process capacity associated with increased air supply and the addition of a third final clarifier. Capacity will be expressed in terms of influent loading (pounds per day) for BOD, TSS, and Ammonia and in terms of a design flow rate. Aeration basin volume expansion will not be considered as part of this Task Order No. 5.
 - a. Data collected in Task 2 will be used to calibrate the BioWin model and further extrapolate results for up to three iterations of influent loading conditions and three iterations of effluent performance. Influent loading iterations will include current average day conditions, future average day conditions, and future maximum month conditions. Effluent iterations will consider current permit limits, anticipated permit limits, and an evaluation of necessary chemical feed for total phosphorus reduction and associated impacts.
 - b. Engineer will review plant performance with the Owner to review operating conditions and associated process risks associated with varying sludge age, mixed liquor suspended solids (MLSS) concentrations, and final clarifier solids loading rates.

2. Identify overall improvements necessary to facilitate blower replacement, increased aeration supply and the addition of one 75 foot diameter final clarifier.
 - a. Aeration Blowers and Aeration Supply:
 - i. Identify blower size in terms of air flow, pressure, and horsepower. Identify total number of diffusers to be added assuming that they will be wall-mounted retrievable models as currently configured. Identify feasibility of blower and diffuser installation.
 - ii. Determine whether existing assets may be reused for electrical feed for the new blowers, or if a new power feed, new motor control center, or a new electrical building is necessary. If existing assets are reused, identify the scope of improvements necessary to comply with current code and heating, ventilation, and air conditioning (HVAC) requirements in accordance with NFPA and NEC.
 - b. Addition of one 75 foot diameter final clarifier:
 - i. Determine scope of supporting improvements to the new final clarifier including MLSS flow splitter, return sludge pumping, waste sludge pumping, and scum removal.
 - ii. Determine scope of electrical improvement necessary to support clarifier addition and supporting improvements.
 - iii. Engineer will evaluate existing solids handling capacity to determine if adequate for additional loading attributable to growth and for future total phosphorus removal. If inadequate, new scope and fee will be necessary to identify scope of improvements.
3. Engineer will provide a technical memorandum summarizing influent wastewater characterization, capacity evaluation following aeration and clarifier improvements, anticipated loading, and a summary of the scope required.
4. Engineer will lead an in-person meeting with the Owner to review Schematic Design documents and review the Owner-provided comments.
5. An order-of-magnitude opinion of probable cost will be provided for the scope of improvements identified during Schematic Design.

Task 4 – Preliminary Design

1. Engineer will prepare Preliminary Design documents to the level of completion as needed for Engineer to develop a Phase 2 price proposal for rehabilitation of the aeration basin with the procurement and installation of new blowers and aeration diffusers as described in Central WWTP Improvements – Phase 1 Technical Memorandum. The Preliminary Design documents will include:
 - a. Basis of Design Report
 - b. Process Drawings
 - c. Mechanical Drawings
 - d. Architectural Drawings (as applicable)
 - e. Civil Drawings
 - f. Structural Drawings
 - g. Electrical Drawings
 - h. Instrumentation and Controls Drawings
 - i. Major equipment specifications
2. Engineer will host a Preliminary Design review meeting with Owner to discuss Owner's comments to the Preliminary Design Documents. Owner will be provided Preliminary Design



documents one week prior to the Engineer hosting the Preliminary Design review meeting with Owner.

3. Initial Permitting Coordination:
 - a. At this time, no permits are anticipated based on the assumption that the project does not add capacity or new treatment processes. Missouri Department of Natural Resources (MDNR) typically classifies the work being considered as “maintenance and replacement” and such projects are typically not subject to permitting.
 - b. Any communication with MDNR in relation to notice of violations to be addressed by the Owner.
4. Deliverables include the following: PDF files of plans and specifications.

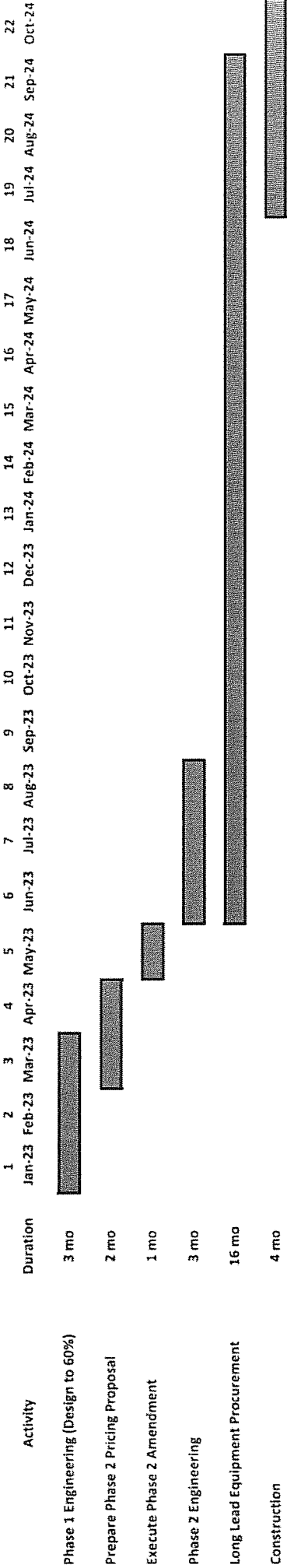
Task 5 – Phase 2 Pricing Development & Preconstruction Services

1. Engineer will provide a firm Phase 2 Price to Owner. Services and deliverables associated with the Phase 2 Price Development include:
 - a. Generate a Phase 2 Price estimate based on the Preliminary Design.
 - b. Prequalification of potential construction installation bidders. Engineer will provide the list of proposed prequalified bidders for Owner’s review and comment.
 - c. Generate and issue construction installation bid packages for the receipt of indicative pricing from potential construction installation subcontractors.
 - d. Manage bidder correspondence and questions during construction installation indicative pricing process.
 - e. Issue bid addenda for construction installation bid packages.
 - f. Generate and issue for bid, equipment procurement packages.
 - g. Manage bidder correspondence and questions during equipment supplier bidding.
 - h. Issue bid addenda for equipment supplier bid packages.
 - i. Qualify and evaluate subcontractor and equipment supplier bids / proposals.
 - j. Engineer will develop a Phase 2 project schedule in critical path format that includes all final design and construction activities.
2. Engineer will host a Phase 2 Price review workshop with Owner to review the Phase 2 Price build-up/estimate, equipment bid tabs, proposed Phase 2 project schedule, clarifications, and proposed allowance items.

Central Plant – Conceptual Estimate

Description	Cost
Permanent Equipment (Blowers, Diffusers)	\$ 1,018,602
Permanent Material (Pipe, valves, steel, concrete)	\$ 245,446
Construction Labor and Equipment	\$ 347,582
Electrical Upgrades to Support New Blowers	\$ 609,745
Construction Management General Conditions	\$ 279,044
Design-Build Fee	\$ 215,487
Total Direct Cost	\$ 2,715,907
Contingency	\$ 193,163
Engineering Phase 1 (Design to 60%)	\$ 198,900
Engineering Phase 2 (100% Design & Construction Support)	\$ 110,161
Total Project Cost	\$ 3,218,131

Central Plant Schedule



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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI,
STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE
THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2023.**

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

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

WHEREAS, the City Council of the City adopted and approved the City's annual budget for Fiscal Year 2023 in accordance with the requirements of Section 67.010, RSMo, by Ordinance No. 11535 on March 21, 2022, and

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

WHEREAS, expenses for City's operations for Fiscal Year 2023 have been higher than budgeted, but do not exceed revenues plus the City's unencumbered balance brought forward from previous years; and

WHEREAS, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2023 annual budget.

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

Section 1. Expenditures from the City's Capital Projects Fund must be increased by a total of \$178496.62 above the amount authorized in the adopted annual budget for Fiscal Year 2023. An amendment to increase said budget is necessary for the following facts and reasons:

- A. Donation from Nucor Steel of Sedalia, LLC.
- B. Rail Spur Ballast Maintenance.

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

PASSED by the City Council of the City of Sedalia, Missouri, on February 22, 2023

Presiding Officer of the Council

ATTEST: _____
Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023
REGARDING PUBLIC WORKS NUCOR DONATION FOR RAIL SPUR BALLAST
MAINTENANCE.**

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 22nd day of February 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 22nd day of February 2023.


Tina Boggess, Mayor Pro-Tem

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
City of Sedalia
FY23 Budget Amendment 2/22/2023 Public Works Nucor Donation Rail Spur Ballast Maint

Account / Description	Current Budget	Change	Amended Budget	Comments
Revenues / Source of Funds				
15-00-507-00 Misc Revenue	-	(178,496.62)	(178,496.62)	Nucor Steel of Sedalia, LLC Donation
Total Revenue Change		<u>(178,496.62)</u>		
Expenditures / Uses of Funds				
15-32-353-32 Rail Spur Maintenance - Capital Projects	-	178,496.62	178,496.62	Rail Spur Ballast Maintenance
Total Expenditure Change		<u>178,496.62</u>		
		<u>-</u>		Net Increase (Decrease) In Projected Fund Balance

To: Kelvin Shaw and Jessica Pyle
From: Brenda Ardrey 
Date: February 10, 2023
Subject: Council Memo
Request for Budget Amendment to Allow For Acceptance of Donation
Maintenance of Rail Spur Ballast and Exception to City Purchase Policy

The Public Works Department is requesting a budget amendment to allow for acceptance of a donation from Nucor Steel Sedalia, LLC during (City Fiscal Year 2023) and for expenditure of the donation early in City Fiscal Year 2024 in the amount of \$178,496.62 for maintenance of the rail spur's ballast. As Nucor has Capital Railroad Contracting completing work on their side of the property line and as Nucor is donating funds to cover the costs of the maintenance on the City's rail spur, Public Works requests an exception of the City's purchase policy to allow for Capital Railroad Contracting to complete the project within the City's property boundary on the rail spur.

The project will result in maintenance of the walkway ballast along the existing tracks which is used by Nucor on a daily basis. A plan and detail for the walkway ballast is attached. A #57 walk ballast material will be used for this maintenance, so as to not interfere with drainage along the track. The ballast material will have an average gradation size of $\frac{3}{4}$ ".

Nucor is getting into their busiest production season so the sooner this project can be completed the better. The quarry will not have the crusher at their Marshall plant until around April 1. We would like to have all the documents in place to complete this project as quickly as possible.

Thank you for your consideration of this maintenance project and budget amendment request.



"Driving safety and excellence home, one spike at a time"

Date: 2/10/2023
Customer: City of Sedalia
Contact: Brenda Ardrey

Proposal Number: 231001-02

Scope Of Work

Labor, Machines, Material, Mobilization and Supervision to Complete the Following:

- 1 Tamp and Regulate Tracks A,B&C North of Saline Street owned by the City of Sedalia
- 2 Provide and Install Walkway Ballast on West Side of tracks A,B&C level with top of tie

Option 1 Complete Items 1-2 in scope of work based on standard pay (non prevailing wage)

Line Item	Description	Units	Qty	Unit Price	Totals
1	Mobilization / Demobilization of Surfacing Equipment	LS	1	\$ 12,000.00	\$ 12,000.00
2	Surfacing City owned Tracks	TF	9000	\$ 3.25	\$ 29,250.00
3	Labor Ballast Installation	Daily	4	\$ 3,954.63	\$ 15,818.52
4	Machines Ballast Installation	Daily	4	\$ 6,306.60	\$ 25,226.40
5	Walkway Ballast	TN	2030	\$ 47.39	\$ 96,201.70
6	Total Job Option 1				\$ 178,496.62

Notes:

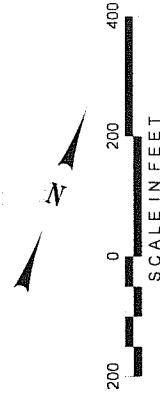
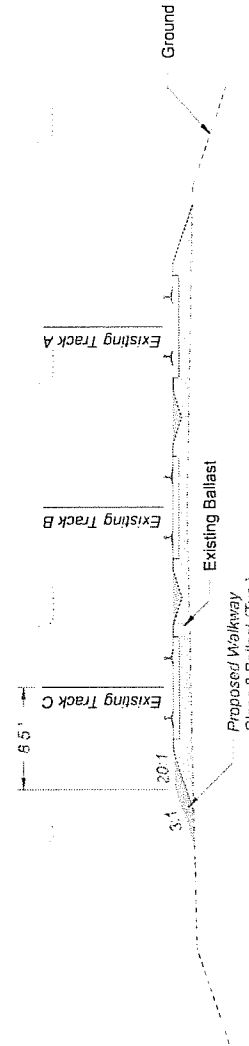
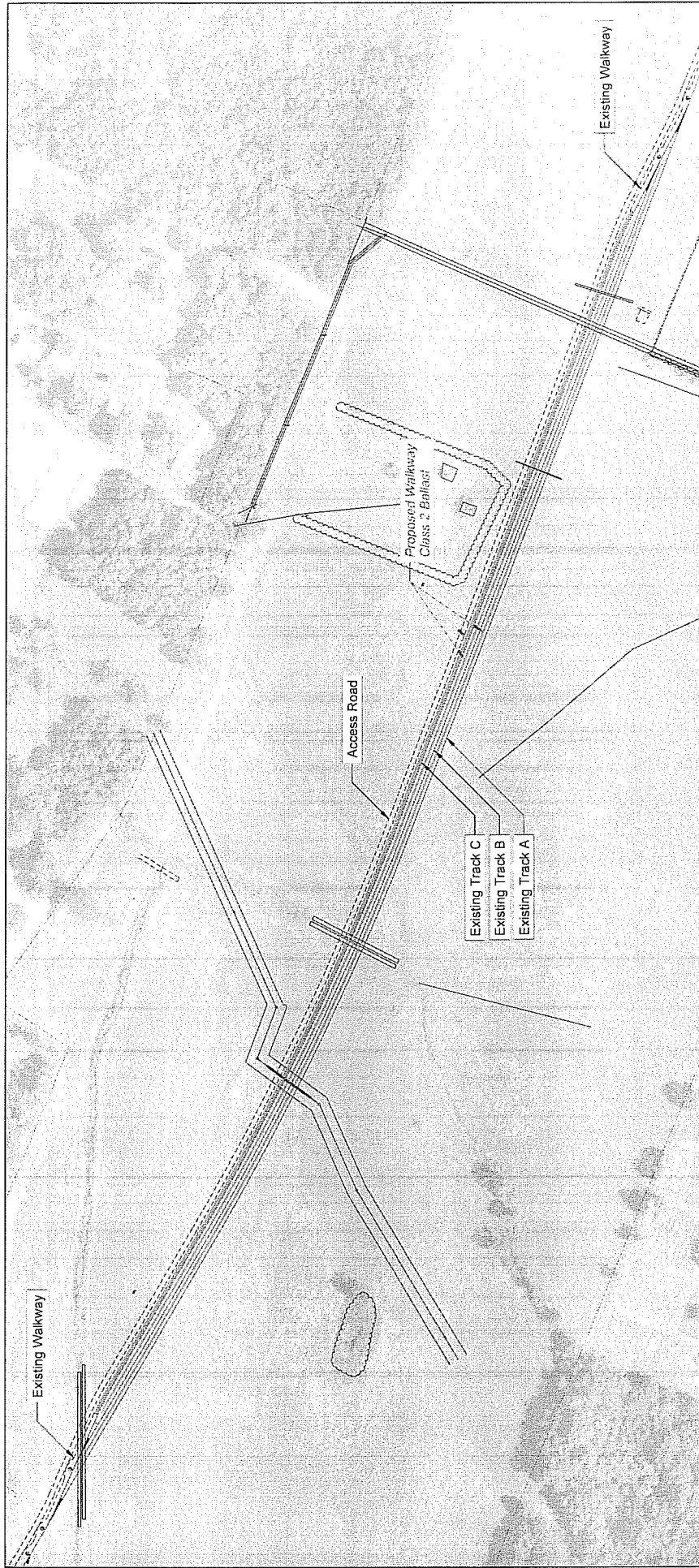
- 1 All track protection provided by customer
- 2 Any work not listed above will be completed by negotiation only at agreed upon rates.
- 3 If quantities are reduced from the amounts listed above Capital Railroad reserves the right to revise pricing.
- 4 Additional demobilization due to weather, flooding, or other factors will be billed at agreed upon rate per occurrence.
- 5 De-watering of work area due to site condition flooding will be billed at agreed upon rates.
- 6 Capital Railroad requests a contract stipulation regarding equitable adjustments pertaining to Freight and fuel surcharges.
- 7 Price excludes all applicable taxes.
- 8 Pricing does not include any surveying, engineering, or utility locating cost.
- 9 Pricing does not include any bonds or RPL.
- 10 Any delay not caused by CRC for more than one hour will be billed at \$450.00 per hour
- 11 All traffic control, detouring, and advertising provided by others
- 12 Pricing is good for 30 days
- 13 All Walkway ballast will be billed per ton not exceed of 2250 tons




Respectfully Submitted,

Matthew Vollrath

Matthew Vollrath | Capital Railroad Contracting, Inc.
8500 E. Trade Center Dr., Columbia, MO 65201
<https://www.capitalrailroad.com/>
Cell: 660-621-3321
Office: 573-474-3588

Accepted By:
Signature:
Title:
Date:



 2401 FERRIS RD KANSAS CITY, MO 64108 PHONE: 816.516.5000 TRANSSYSTEMS.COM	 	DRAWN BY MJJ CHECKED BY PRH DATE 12/5/2022	LOCATION Sedalia, Pettis County, MO - Sedalia Sub MP 188.77 Industrial Development
	SHEET NUMBER EX-08	PWD TITLE WALKWAY BALLAST EXHIBIT	

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO SUBMIT
A US DEPARTMENT OF TRANSPORTATION REBUILDING AMERICAN
INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY DISCRETIONARY
GRANT APPLICATION.**

WHEREAS, the City of Sedalia, Missouri, Public Works Department is requesting to apply for grant funds through the U.S. Department of Transportation for replacement of the Washington Street Bridge.

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

Section 1. The City Administrator is hereby authorized to sign the grant application for grant funds and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required.

Section 2. In the event a grant is awarded, the City of Sedalia is prepared to complete the project within the time period identified on the signed project agreement.

Section 3. In the event a grant is awarded, the City of Sedalia will comply with all rules and regulations of the grant program, applicable Executive Orders and all state laws that govern the grant applicant during the performance of the project.

PASSED by the Council of the City of Sedalia, Missouri, this 22nd day of February, 2023.

Presiding Officer of the Council

ATTEST:

Jason S. Myers
City Clerk

To: Kelvin Shaw
From: Brenda Ardrey *BA*
Date: February 16, 2023
Subject: Request to submit application for US DOT Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grant

This is a request for authorization to submit an application to the U.S. Department of Transportation (US DOT) for RAISE discretionary grant funds for replacement of the Washington St. Bridge. The grant application including a number of associated documents is required to be completed and submitted to US DOT on or before February 28, 2023 at 11:59 PM EST through the grants.gov portal. The location of the bridge is within an area of persistent poverty, is in a historically disadvantaged community and a qualified census tract providing it eligible for these categorical funds. This project is eligible for 100% federal funding. The City's on-call engineer is presently working on an Engineer's Opinion of Probable Cost to be submitted with the RAISE grant application.

The Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021, "Bipartisan Infrastructure Law," or "BIL") authorized and appropriated \$1.5 billion to be awarded by the US Department of Transportation (DOT) for FY 2023 for Local and Regional Project Assistance Program Grants under National Infrastructure Investments. On December 29, 2022, the FY 2023 Appropriations Act appropriated an additional \$800 million for the FY 2023 RAISE Grant Program.

As background, US DOT rigorously reviews and evaluates based on the statutory criteria of safety, environmental sustainability, quality of life, mobility and community connectivity, economic competitiveness and opportunity including tourism, state of good repair, partnership and collaboration, and innovation applications submitted for RAISE awards. This year's Notice of Funding Opportunity builds on the success of the RAISE program (formerly BUILD) as authorized in the Bipartisan Infrastructure Law by refining the rating rubric and continuing to give priority to safety, environmental sustainability, mobility and community connectivity, and quality of life.

Half of the funding will go to projects in rural areas, and half of the funding will go to projects in urban areas. At least \$15 million in funding is guaranteed to go towards projects located in Areas of Persistent Poverty or Historically Disadvantaged Communities, and projects located in these areas will be eligible for up to 100 percent federal cost share, as directed by Congress in the Bipartisan Infrastructure Law.

As was the case last year, US DOT is encouraging applicants to consider how their projects can address climate change, ensure racial equity, and remove barriers to opportunity. US DOT also intends to use the RAISE program to support wealth creation and the creation of good-paying jobs with the free and fair choice to join a union, the incorporation of strong labor standards, and training and placement programs, especially registered apprenticeships.

Thank you for your consideration of this request.

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI,
STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE
THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2023.**

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

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

WHEREAS, the City Council of the City adopted and approved the City's annual budget for Fiscal Year 2023 in accordance with the requirements of Section 67.010, RSMo, by Ordinance No. 11535 on March 21, 2022, and

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

WHEREAS, expenses for City's operations for Fiscal Year 2023 have been higher than budgeted, but do not exceed revenues plus the City's unencumbered balance brought forward from previous years; and

WHEREAS, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2023 annual budget.

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

Section 1. Expenditures from the City's Capital Fund must be increased by a total of \$13,711.00 above the amount authorized in the adopted annual budget for Fiscal Year 2023. An amendment to increase said budget is necessary for the following facts and reasons:

- A. Grant award from Missouri Employers Mutual to improve safety with a 50% match, offsetting the expense \$6,855.50.
- B. Purchase two NFPA compliant structural fire gear extractors.

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

PASSED by the City Council of the City of Sedalia, Missouri, on February 22, 2023

Presiding Officer of the Council

ATTEST: _____
Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023
REGARDING A FIRE GRANT PURCHASE OF GEAR EXTRACTORS.**

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 22nd day of February 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 22nd day of February 2023.

Tina Boggess, Mayor Pro-Tem

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
City of Sedalia
FY23 Budget Amendment 2/22/2023 Fire Grant Purchase Gear Extractors

Account / Description	Current Budget	Change	Amended Budget	Comments
Revenues / Source of Funds				
10-00-432-00 Other Grants	(50,000.00)	(6,855.50)	(56,855.50)	Missouri Employers Mutual Safety Grant Award
Total Revenue Change		<u>(6,855.50)</u>		
Expenditures / Uses of Funds				
10-62-351-00 Fire Equipment (Capital Expenditures)	90,200.00	13,711.00	103,911.00	Purchase 2 NFPA compliant structural fire gear extractors
Total Expenditure Change		<u>13,711.00</u>		
		<u><u>(6,855.50)</u></u>		Net Increase (Decrease) In Projected Fund Balance

Sedalia Fire Department
DEPARTMENTAL MEMORANDUM
Office of the Fire Chief

To : City Administrator Kelvin Shaw

From : Fire Chief Matthew Irwin

Date : February 16, 2023

Ref : Budget Amendment MEM Safety grant award

With the acceptance of the Missouri Employer Mutual Safety Grant I am requesting a budget amendment to appropriate the funds.

I am requesting that the FY 2023 budget be amended to add \$13,711.00 to purchase the following:

2 NFPA compliant structural fire gear extractors.

The total cost for these items is \$13,711.00. The MEM grant revenue would cover half the cost of these extractors of \$6,855.50.

I am recommending the amendment to the budget for these items.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A SAFETY GRANT FOR THE SEDALIA FIRE DEPARTMENT.

WHEREAS, the Sedalia Fire Department applied for and was awarded a Safety grant from Missouri Employers Mutual Insurance toward the purchase of 2 NFPA compliant gear extractors; and

WHEREAS, the City of Sedalia, Sedalia Fire Department shall receive a Safety grant in an amount up to Seven Thousand One Hundred Seventy-Five Dollars (\$7,175.00) from Missouri Employers Mutual Insurance to purchase said equipment.

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

Section 1. The Sedalia Fire Department is hereby authorized to accept the grant funding from Missouri Employers Mutual Insurance toward the purchase of 2 NFPA Compliant Gear Extractors.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 22nd day of February 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 22nd day of February 2023.

Tina Boggess, Mayor Pro-Tem

ATTEST:

Jason S. Myers
City Clerk



January 30, 2023

Matthew Irwin
City Of Sedalia
200 S OSAGE AVE
SEDALIA, Missouri 65301-4334
Policy No. 500473

Dear Matthew Irwin:

Congratulations! Your business was selected to receive a safety grant of up to \$7,175 from Missouri Employers Mutual. MEM's SafetySMARTS Safety Grants take your money twice as far, and we're excited to help you invest in safety to protect your employees and your bottom line.

The following items from your application are approved for purchase:

- Groves Extractors (2 @ \$3,587.50 each)

Please note: Only these specific items are eligible for reimbursement. If you wish to make a change to these items, you must submit a request via [email](#) explaining the safety features of requested items and show a comparison of the approved items and the newly proposed items. Any costs associated with installation or training cannot be reimbursed. Deviation from these items without prior approval will result in forfeit of grant funds.

MEM may share your business name and approved initiative in publications and with the media. If you prefer your information not to be released, you may opt out by emailing Lacey Hahn at lhahn@mem-ins.com within five days of the date of this letter.

Once you've made your purchase, simply login to our safety grant website to complete your reimbursement request form. You'll need your W9, proof of payment and receipts. We also ask that you include photos and/or videos of the implementation of your new equipment so we can recognize your workplace safety efforts. After the form is approved, we will notify you within 30 days to give you the details on your reimbursement as well as information regarding the two-year post-award process.

Remember, this Safety Grant program offers a dollar-for-dollar match for safety equipment, unless the cost of your safety equipment exceeds \$20,000. So, your final reimbursement will be

SafetySMARTS

As stated more fully in your policy under Part Six (A), we have the right, but are not obligated, to survey your operations and workplaces at any time. These surveys are not safety inspections but are performed for underwriting purposes. We may provide you with reports on the working conditions discovered and submit recommendations for changes to reduce the potential for incidents and injuries. No other liability is assumed by reason of this report as it is only advisory in nature. Our Safety and Risk Services and reports do not replace your responsibility to make sure that your workplaces are safe and comply with all applicable health and safety laws, regulations, codes or standards.

no more than half of the total cost per item (listed above), up to \$10,000. For clarification, please send questions to the contact information provided below.

The deadline for purchasing and implementing your safety control for this cycle of awards is **January 30, 2024**. However, it is our hope you will purchase and implement the safety equipment as soon as possible. If your forms are not received by the deadline, the safety grants funds will be forfeited and added back to available funds for other applicants.

If you have any questions, please contact our Resource and Support Center at safetygrants@mem-ins.com or 1.888.499.SAFE (7233).

Thank you for your commitment to improving safety in your workplace!

Sincerely,

The MEM Safety Grant Review Committee
cc: 312-2 AssuredPartners of Missouri, LLC (Sedalia)

Sedalia Fire Department
DEPARTMENTAL MEMORANDUM
Office of the Fire Chief

To : City Administrator Kelvin Shaw

From : Fire Chief Matthew Irwin

Date : February 16, 2023

Ref : MEM Grant award

On January 30, 2023, the Sedalia Fire Department was notified that the Missouri Employers Mutual insurance provider had awarded the city a matching funds grant in the amount of 6,855.50 for 2 NFPA compliant gear extractors.

I am recommending that council accept that grant award to purchase 2 NFPA compliant gear extractors. This project will require a budget amendment to the FY2023 budget to purchase the 2 extractors.

Staff recommends accepting the MEM Grant award.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A BID FOR TWO GEAR EXTRACTORS FOR THE SEDALIA FIRE DEPARTMENT.

WHEREAS, the City of Sedalia, Missouri has received a bid from Feld Fire Equipment Company for the purchase of Two Compliant Gear Extractors; and

WHEREAS, under the bid the City of Sedalia, Missouri shall pay the sum and amount of not to exceed Thirteen Thousand Seven Hundred Eleven dollars (\$13,711.00) to Feld Fire Equipment Company for said Gear Extractors, as more fully described in the bid attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the bid by and between the City of Sedalia, Missouri and Feld Fire Equipment Company in substantively the same form and content as it has been proposed.

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

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy bid, and any other subsequent documentation after it has been executed by the parties or their duly authorized representatives.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 22nd day of February, 2023.

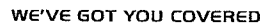
Presiding Officer of the Council

Approved by the Mayor of said City this 22nd day of February, 2023.

Tina Boggess, Mayor Pro-Tem

ATTEST:

Jason S. Myers
City Clerk



Customer ID: 1368500

Ship to: Chief Matt Irwin
Sedalia Fire Department
2606 W. 16th Street
Sedalia, MO 65301

Qty	Item #	Description	Unit Price	Discount	Line Total
2.00	EW30	GROVES - Extractor Washer 30 LB Decon Package: Includes: EW30, 1-Gal. Detergen, 1-Gal. Skin Cleanser, (2) - 18 oz Bottles, 1-QT Surface Cleaner, 1-Wall Mount Bracket, 1-Carton Responder Wipes-Med	\$ 6,570.50		\$ 13,141.00
1.00		Freight	\$ 570.00		\$ 570.00
Quote Good Until 2/28/2023					

113 N. Griffith Rd., Carroll, IA 51401 800.568.2403 712.792.6658 sales@feldfire.com

Sedalia Fire Department
DEPARTMENTAL MEMORANDUM
Office of the Fire Chief

To : City Administrator Kelvin Shaw

From : Fire Chief Matthew Irwin

Date : February 16, 2023

Ref : Gear Extractors

On February 16, 2023, at 2:00 p.m., the Sedalia Fire Department opened bids for gear extractors. 2 replies were received from companies for the Gear extractors. Of the 2 replies the lowest amount that was received was from Danko Emergency Equipment in the amount of \$13,415.00. This amount was stated as an estimate and not as requested for a firm quote. We receive 1 other response and that quote was for \$13,711.00. This quote is \$295.00 more than the estimate from the other vendor. This quote also included detergent, cleaners and additional items at no cost to the city. As well, the city has a great working relationship with Feld Fire for products and services received in the past.

Although not the lowest amount I am recommending to accept the firm quote from Feld Fire. This bid was the lowest best responsive bid received.

The total bid for the gear extractors was \$13,711.00.

To fund the project, we applied for a Missouri Employers Mutual Safety grant and were awarded that grant. This grant is a 1:1 matching funds and will cover 50% of the costs for the gear extractors. This grant is paid retroactively upon verification that the funds have been expended on the approved project cost.

Staff recommends awarding the bid to Feld Fire.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 64-43 (B) OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI ALLOWING FOR THE LAND USE OF BOUTIQUE HOTELS IN THE C-2 (GENERAL BUSINESS) DISTRICT.

WHEREAS, the City of Sedalia recognizes the need in the community for additional hotel overnight accommodations to service the tourism industry; and

WHEREAS, allowing the conversion of under-utilized buildings in the downtown area for this use provides an economic incentive to restore and preserve the historic downtown.

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

Section 1. The planning and Zoning Commission of the City of Sedalia, Missouri, has recommended by a vote of 7 – yes, 0 – no to amend Section 64-43(b) to include boutique hotels as an allowed use in the C-2 (General Business) district.

Section 2. This amendment is made after publication of notice as required by the ordinances of the City of Sedalia, Missouri and the laws of the State of Missouri, of a public hearing held on February 22, 2023 to consider the Zoning Code change and upon examination of said changes by the Planning and Zoning Commission.

Section 3. Sec. 64-43(b) of the Code of Ordinances is hereby amended by adding “boutique hotel” to the allowed uses in C-2 General Business zoning district and to read as follows:

“(7) Boutique hotel: An establishment containing a minimum of five (5) and a maximum of twenty (20) rooming units, which is used or advertised as a place where lodging accommodations are supplied for pay to guests for lodging occupancy with rooms having access to the outside through an interior hallway connected to the main lobby of the building, and which may provide additional services such as a restaurants, meeting rooms, entertainment and recreational facilities.”

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

Read two time by title, copies of the proposed ordinance having been made available for public inspection prior the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 22nd day of February, 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 22nd day of February 2023.

Tina Boggess, Mayor Pro-Tem

ATTEST:

Jason S. Myers, City Clerk

MEMO

To: Mayor Dawson and Sedalia City Council
From: John Simmons, Community Development Director
Date: February 17, 2023
Subject: Zoning Code Amendment - C-2 Zoning - Addition of allowed use

Staff Recommendation: The Planning and Zoning Commission of the City of Sedalia recommended that City Council amend the Zoning Code to allow for boutique hotels to be an allowed land use in the C-2 zoning district. The current code does not have an allowed use for boutique hotels.

As you have seen in a recent news story, there is a desire to establish such a use in the district by a private investor. The 2021 Comprehensive Plan and the Downtown Strategic Plan, two of our guiding documents, emphasize our tourism destination goals. Recent hotel development has been strong on the west side of the community, however there is still a need for additional hotel rooms to serve the increased tourism events and sports tourism events (high school and college level) as well as our Missouri State Fair and fairground events. Additional hotel rooms in the area are needed.

A current trend in downtowns across the nation is the establishment of boutique hotels. These overnight accommodations are typically established in existing historic buildings that were previously utilized for mercantile or office space. This conversion provides not only additional hotel options, but also better utilizes formerly vacant or under-utilized square footage, thereby providing economic incentive to restore and preserve buildings that have been neglected.

Staff concurs with the Planning and Zoning Commission's recommendation that we provide for the allowance of this use in C-2 zoning. Properties utilized as such would still be required to adhere to the city's building code ordinances and would be subject to plan review by the building department and fire departments for public safety as for any construction in the city.

Should you have any question or concerns regarding anything outlined in this advisory, please do not hesitate to contact me at 827-3000.

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE REVISING AND AMENDING THE CITY'S ORDINANCES
REGARDING HOME OCCUPATIONS.**

WHEREAS, the Missouri General Assembly has passed, and Governor Parsons has signed House Bill 1662, effective August 28, 2022, which makes sweeping changes to the ability of Missouri's Cities to regulate and control home-based occupations; and

WHEREAS, Under the provisions of HB 1662, the City of Sedalia is prohibited from

- A. limiting the hours of operation for any home-based business; or
- B. prohibiting or requiring any structural modifications as a condition of operating a home-based business; or
- C. Prohibiting service by appointment within the home-based business; or
- D. Prohibiting any particular occupation as a home-based business; or
- E. Prohibiting the storage or use of equipment that does not cause effects outside of the home or an accessory building; and

WHEREAS, Under the provisions of HB 1662, if a business qualifies as a "no-impact home-based business" the City is further prohibited from:

- A. Limiting the number of employees or customers in the business at any time except to the extent of the fire codes; or
- B. Requiring that the business activities occur only within the residence, although the city may prohibit activities that can be viewed from the street; or
- C. Requiring that the business obtain any zoning permit, home occupation permit, or other licenses, other than a business license; and

WHEREAS, The language of this Bill has been submitted to the Planning and Zoning Commission, which, after conducting a public hearing on the same which was properly noticed, has recommended that the City Council amend the Zoning Code of the City of Sedalia as provided herein; and

WHEREAS, The City Council has conducted a public hearing on this matter in compliance with Chapter 89 RSMo.

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

Section One. Section 64-37 (b)(11)g. is repealed. The remaining portions of that section shall remain in full force and effect.

Section Two. There is hereby enacted in Chapter 64 of the Code of the City of Sedalia, one new Article, to read as follows:

ARTICLE VIII. HOME OCCUPATIONS

Section 64.400 Permitted in Residential Districts, when.

No-Impact Home-based businesses shall be permitted in all residential districts and in accordance subject to the restrictions and limitations of this Chapter. No other business may be operated in a residence at any time. The term 'home occupation' when used in this Code shall be interpreted to mean Home-based Business.

Section 64.410 Definitions

As used in this Chapter, the following terms shall have the meanings provided below:

- (A) "Goods", any merchandise, equipment, products, supplies, or materials;
- (B) "Home-based business", is a business operating in a residential dwelling that manufactures, provides, or sells goods or services and that is owned and operated by the owner or tenant of the residential dwelling.
- (C) "No-Impact Business" means a home-based business that:
 - (1) Is engaged in the sale of lawful goods and services; and
 - (2) Does not cause a substantial increase in traffic through the residential area; and
 - (3) The activities of the business are not visible from any public street; and
 - (4) Does not use any equipment that produces noise, light, odor, smoke, gas, or vibrations that can be seen, felt, heard, or smelled by a person of ordinary senses outside of the property where the business is located; and
 - (5) Does not sell any goods or services for which a health inspection would be required if the business were not located in a residence unless the owner or tenant provides written consent for the Department of Health to inspect the business during normal business hours or at any other time that the business is operating.

Section 64.420 Restrictions And Limitations.

- (A) A No-Impact Home-based business must be incidental and subordinate to the principal residential use of the premises and shall not include more than twenty-five percent (25%) of the floor area of any one (1) floor of a dwelling unit, not including the floor space of any permitted accessory building used by the business. This provision shall not be interpreted as allowing an accessory building, except by the usual permitting process for accessory buildings.
- (B) Home occupations shall be personally operated, conducted, managed, and supervised by a person who is a resident of the dwelling.
- (C) The owner or operator of the No-Impact Home-Based Business may employ others to work in the No-Impact Home-Based Business.
- (D) The home occupation may be conducted in an existing detached accessory building that existed at the time this Chapter was adopted. A new accessory building shall not be

constructed to house a home occupation.

- (E) Outdoor storage of materials or equipment used in the home occupation shall not be permitted.
- (F) Alterations to the exterior of the principal residential building shall not be made which change the character of the residence.
- (G) One sign, compliant with the sign code provisions for home-based businesses will be allowed. Signs must be properly maintained.
- (H) The owner or operator must provide adequate parking for the No-Impact Home-Based Business. Parking for the No-Impact Home-Based Business may include the driveway or garage of the residence or a paved parking area located behind the front plane of the residence. Parking generated by the conduct of a home occupation shall be subject to one off-street parking space per 300 square feet of home occupation business space.
 - (1) Parking is limited to the side of the street the No-Impact Home-Based Business is located on, between the lot lines of the residence, if parking at that location is otherwise lawful.
 - (2) If the owner, operator, family members of the owner or operator, employees, clients, or customers routinely park in other locations on the street(s) adjoining the residence, the business shall not be considered a No-Impact Home-Based Business. For the purposes of this section, the term 'routinely' shall mean more than twice in a given seven-day period.
- (I) The total number of persons in the home, including residents, customers, clients, employees, and all others may not exceed the maximum occupancy of the residence at any time.

Section 64.430

Licenses and Permits.

- (1) No permit shall be required to operate a No-Impact Home-Based Business, however, a business operating in a residence shall be presumed not to qualify as a No-Impact Home-Based Business unless the owner or tenant provides an affidavit, on a form approved by the City Clerk stating that the business in question is qualified. No fee shall be charged for the filing of such an affidavit. The affidavit shall contain, at a minimum, the following:
 - (2) The name of the owner or tenant.
 - (3) The address of the residence.
 - (4) The general nature of the business, including whether the business is subject to health inspections. If the business is subject to health inspections the affidavit must have consent for inspections attached.
 - (5) The maximum occupancy of the residence and a statement that the maximum occupancy will not be exceeded. It shall be the duty of the affiant to obtain this number from the fire department and provide proof of the same with his or her affidavit;
 - (6) That the business qualifies as a No-Impact Home-Based Business.
 - (7) A statement that the Affiant is familiar with the provisions of this Chapter and will comply with the same.

- (B) No-Impact Home-Based Businesses and other home occupations shall be required to have a business license.
- (C) Businesses operated in a residence, which do not qualify as a No-Impact Home-Based Business must have a conditional use permit from City Council.

Section 64.440 Penalties

Any person who operates a business in violation of this Article shall, upon conviction, be subject to a fine of not less than \$100.00 and up to ninety (90) days in jail or both. Each day of violation shall be considered a separate offense.

Section Three. All other code sections and ordinances which conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section Four. This Ordinance shall be in full force and effect upon final 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 22nd day of February 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 22nd day of February 2023.

Tina Boggess, Mayor Pro-Tem

ATTEST:

Jason S. Myers
City Clerk

MEMO

To: Mayor Dawson and Sedalia City Council
From: John Simmons, Community Development Director
Date: February 17, 2023
Subject: Zoning Code Amendment – Home Occupations

Staff Recommendation: The Planning and Zoning Commission of the City of Sedalia recommended that City Council amend the Zoning Code as a result of the passage of the State of Missouri's House Bill 1662 which became effective August 28, 2022. House Bill 1662 mandate changes to the ability of Missouri cities to regulate and control home-based occupations. The Planning and Zoning Commission recommends, by a vote of 7-yes and 0 – no to adopt the ordinance.

The changes to the Zoning Code require the city to allow “No-Impact home-based businesses” in all residential districts. The ordinance provides definition to “No-Impact” and “home-based business” and the regulations and requirements to operate in residential districts. In general, both the state statute and resulting city ordinance do not allow the city to require additional licensing for a home-based business. This change negates and removes the Home Occupied Business amendment adopted by the City of Sedalia in 2010.

Staff concurs with the Planning and Zoning Commission's recommendation that we should amend the City of Sedalia Zoning Code to align with the State of Missouri requirements of House bill 1662.

Should you have any question or concerns regarding anything outlined in this advisory, please do not hesitate to contact me at 827-3000.

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SEDALIA AMENDING THE CITY CODE
REGARDING THE ZONING OF MARIJUANA BUSINESSES.**

WHEREAS, Effective December 6th, 2018, the Missouri Constitution was amended by adding Article XIV, Section 1, pertaining to medical marijuana; and

WHEREAS, effective December 8th, 2022, the Missouri Constitution was further amended by adding Article XIV, Section 2, regarding recreational marijuana; and

WHEREAS, it is necessary to amend the ordinances of this City to conform to the provisions of the Constitution.

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

Section 1. Chapter 64 of the City Code is hereby amended to read as follows:

Sec. 64-48. Medical marijuana facilities.

(a) Marijuana Facilities of all types must comply with the provisions of Chapter 12, Article VII.

Sec. 64-44. District C-3, commercial.

- (a) *Purpose/intent.* The commercial district is intended for the development of commercial services primarily in a suburban or highway commercial context. This district is primarily associated with the commerce corridor and employment areas identified in the Sedalia Master Plan.
- (b) *Use regulations.* In district C-3, commercial, no building, structure, land or premises shall be used, and no building or structure shall be hereafter erected, constructed, reconstructed or altered, except for one or more of the following uses:
 - (1) Any use permitted in district C-2;
 - (2) Automobile, boat, truck or trailer rooms or yards provided no dismantled vehicles or parts are stored or displayed outside the building;
 - (3) Automobile repair garages; provided, that no repair operations or storage of parts of dismantled vehicles takes place outside the building;
 - (4) Automobile washing; provided, that the plot plan shall be approved by the city council, after report of the public works director relative to adequacy of backup space and other possible conflicts with street traffic and neighboring property;
 - (5) Feed stores;
 - (6) Marijuana dispensary facility entirely within enclosed building; provided that the facility is located on property adjacent to or bordering U.S. Highways 50, 65 or West Main Street. See section 64-48 for additional conditions;

- (7) Miniature golf courses; provided, that any floodlights shall be directed away from adjoining residence districts;
- (8) Hotels, motels, motor hotels, tourist homes; except any hotel which exceeds 35 feet and two and one-half stories in height shall not exceed 100 feet and shall not exceed eight stories in height and shall require a special use permit under section 64-124;
- (9) Sale of lawn ornaments, ornamental iron, ornamental fences;
- (10) Plumbing, heating and air conditioning shops; provided, that no equipment or material is stored on the premises in the front or side yards;
- (11) Pop bottling plants;
- (12) Rental stores;
- (13) Sale and maintenance of farm equipment;
- (14) Storage in bulk of, or warehouse for, such materials as are incidental to sale on the premises or permitted in this subsection (a);
- (15) Retail sale of LP gas; provided, that installation of all equipment is in compliance with the state LP gas law; and further provided, that no tank used as a container of LP gas shall be located closer than 100 feet to a property line or to an existing dwelling or to a district R-1 to R-3 inclusive;
- (16) Accessory uses customarily incident to any of the uses in this subsection (a).

For exceptions see section 64-124, pertaining to special use permits; section 64-152, pertaining to nonconforming uses; and division 14 of article VI of chapter 2, pertaining to powers and duties of the board.

- (c) *Height and area regulations.* In a district C-3 the height of buildings, the minimum dimensions of lots and yards, and the minimum lot area per family permitted on any lot shall be as follows; provided, that buildings erected exclusively for dwelling purposes shall comply with the front, side and rear yard requirements of district R-3.
 - (1) *Height.* Same as district C-1.
 - (2) *Front yards.* Same as district C-1.
 - (3) *Side yards.* Same as district C-1.
 - (4) *Rear yards.* Same as district C-1.
 - (5) *Width of lot.* Same as district C-1.
 - (6) *Lot area per family.* Same as district R-3.
 - (7) *Parking regulations.* See section 64-155.

For exceptions see section 64-154, pertaining to height, area and fencing exceptions.

Sec. 64-45. District M-1, light industrial.

- (a) *Purpose/intent.* It is the intent of the light industrial district regulations to provide standards for areas suitable for industrial, distribution and storage activities, to preserve land for the expansion of these basic economic activities, and to free these areas from intrusion by incompatible land uses. These areas should be served with adequate transportation facilities, and the users of this land may conduct activities that create low to moderate hazards to

neighboring lands. This district is primarily associated with employment areas identified in the Sedalia Master Plan.

- (b) *Use regulations.* In district M-1, light industrial, no building, structure, land or premises shall be used and no building or structure shall be hereafter erected, constructed, reconstructed or altered, except for one or more of the following uses:
- (1) Any use permitted in district C-3;
 - (2) Bakeries;
 - (3) Blacksmith or wagon shops;
 - (4) Bottling works;
 - (5) Bus barns or lots;
 - (6) Canning or preserving factors;
 - (7) Carpenter, cabinet or pattern shops; provided, that no mechanical power in excess of five horsepower is used in the operation of any one machine;
 - (8) Carpet cleaning establishments;
 - (9) Chemical laboratories not producing noxious fumes or odors;
 - (10) Cleaning, pressing and dyeing plants;
 - (11) Cold storage plants;
 - (12) Creameries;
 - (13) Dog pounds if within an enclosed building;
 - (14) Electroplating works;
 - (15) Flour mills, feed mills and grain processing;
 - (16) Forges (hand);
 - (17) Freight terminals (rail or truck);
 - (18) Galvanizing works;
 - (19) Garages (public);
 - (20) Grain elevators;
 - (21) Ice plants;
 - (22) Laundries;
 - (23) Lumber yards;
 - (24) Machine shops; provided, that no mechanical power in excess of five horsepower is used in the operation of any one machine;
 - (25) Manufacture of products such as: artificial flowers, feathers, plumes, awnings, bags, blacking, small boats, bone products, rooms and brushes, buttons and novelties, candy, canvas products, cement products, concrete blocks, chemicals (nonoffensive), cigars, cleaning or polishing preparations, clothing, coffee (roasting), cosmetics, cotton seed,

peanut or similar products, drugs or medicines, electrical signs, extracts, food products, fruit juices, gas or electric fixtures, ice cream, leather products, light metal products, musical instruments, paper products, sausage, shell products, shoes and boots, syrup, terracotta or tile handcraft products, textiles, toys, wooden ware;

- (26) Marijuana dispensary facility entirely within enclosed building; provided that the facility is located on property adjacent to or bordering U.S. Highways 50, 65 or West Main Street. See section 64-48 for additional conditions;
- (27) Milk bottling or distribution plants;
- (28) Monument or marble works, finishing and carving only, excluding stone cutting;
- (29) Moving, transfer or storage plants;
- (30) Photo engraving plants;
- (31) Planning mills; provided, that no mechanical power in excess of five horsepower is used in the operation of any one machine;
- (32) Plumbing and sheet metal shops (allowing punching of material of one-eighth inch or less in thickness);
- (33) Printing plants;
- (34) Produce markets (wholesale);
- (35) Railroad freight yards;
- (36) Sales rooms, yards and service for farm machinery, contractors' equipment and oil well supplies;
- (37) Sign painting plants;
- (38) Stables (public) or wagon sheds;
- (39) Storage in bulk of, or warehouse for, such materials as: asphalt, brick, building material, cement, coal, contractors' equipment, cotton, feed, fertilizer, gasoline, grain, gravel, grease, hay, ice, lead, lime, machinery, metals, oil, plaster, poultry, roofing, rope, sand, stone, tar, tarred or creosoted products, terracotta, timber, wood, wool, all when incidental to sale at retail or for purpose of constructing improvements on the premises;
- (40) Tool and die shops for the making of tools, jigs, fixtures, equipment and like items; provided, the rating of any single machine does not exceed 25 horsepower, and there shall be no stamping, casting, molding or blanking done on the premises;
- (41) Tracks (team, loading, or storage);
- (42) Veterinary hospitals;
- (43) Accessory uses customarily incident to any of the uses in this subsection (a).

For exceptions see section 64-124, pertaining to special use permits; section 64-152, pertaining to nonconforming uses; and division 14 of article VI of chapter 2, pertaining to powers and duties of the board.

(c) *Performance standards.* To be a permitted industrial use in the light industrial district (M-1), whether as a permitted use, accessory use or as a special use, such use must meet the following performance standards:

- (1) *Physical appearance.* All operations shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in building when such containers are not readily visible from the street.
- (2) *Fire hazard.* No operation shall involve the use of highly flammable gases, acid, liquids, grinding processes or other to prohibit the use of normal heating fuels, motor fuels and welding gases when handled in accordance with other city ordinances.
- (3) *Noise.* No operation shall be carried on which involves noise in excess of the normal traffic noise of the adjacent street at the time of the daily peak hour of traffic volume. Noise shall be measured at the property line and when the level of such noise cannot be determined by observation with the natural senses, a suitable instrument may be used and measurement may include breakdowns into a reasonable number of frequency ranges. All noises shall be muffled so as not to be objectionable due to intermittence, heat frequency or shrillness.
- (4) *Sewage and liquid wastes.* No operation shall be carried on which involves the discharge into a sewer, water course or the ground of liquid wastes of any radioactive nature, or liquid wastes of a chemical nature which are detrimental to normal sewage plant operation or corrosive and damaging to sewer pipes and installations.
- (5) *Air contaminants.* Air contaminants and smoke shall be less dark than designated number one on the Ringleman Chart as published by the United States Bureau of Mines, except that smoke of a density designated as number one shall be permitted for one, four-minute period in each one-half hour. Light colored contaminants of such an opacity as to obscure an observer's view to a degree equal to or greater than the aforesaid shall not be permitted.

Particulate matter of dust as measured at the point of emission by any generally accepted method shall not be emitted in excess of two-tenths grains per cubic foot as corrected to a temperature of 500 degrees Fahrenheit, except for a period of four minutes in any one-half hour, at which time it may equal, but not exceed six tenths grains per cubic foot as corrected to a temperature of 500 degrees Fahrenheit.

Due to the fact that the possibilities of air contamination cannot reasonably be comprehensively covered in this section, there shall be applied the general rule that there shall not be discharged from any sources whatsoever such quantities of air contaminants or other material in such quantity as to cause injury, detriment, nuisance or annoyance to any considerable number of persons or to the public in general or to endanger the comfort, repose, health or safety of any such considerable number of persons or to the public in general or to cause or have a natural tendency to cause injury or damage to business, vegetation or property.

- (6) *Odor.* The emissions of odors that are generally agreed to be obnoxious to any considerable number of persons, shall be prohibited. Observations of odor shall be made at the property line of the establishment causing the odor. As a guide to

classification of odor it shall be deemed that strong odors of putrefaction and fermentation tend to be obnoxious and that such odors as associated with baking or the roasting of nuts and coffee shall not be considered obnoxious within the meaning of this ordinance [from which this section derives].

- (7) *Gasses.* The gases sulphur dioxide and hydrogen sulphide shall not exceed five parts per million. All nitrous fumes shall not exceed one part per million. Measurements shall be taken at the property line of the particular establishment involved.
- (8) *Vibration.* All machines including punch presses and stamping machines shall be so mounted as to minimize vibration and in no case shall such vibration exceed a displacement of three thousandths of an inch measured at the property line. The use of steam or broad hammers shall not be permitted in this district.
- (9) *Glare and heat.* All glare, such as welding arcs and open furnaces, shall be shielded so that they shall not be visible from the property line. No heat from furnaces or processing equipment shall be sensed at the property line to the extent of raising the temperature of air or materials more than five degrees Fahrenheit.
- (d) *Height and area regulations.* In district M-1 the height of buildings, minimum dimensions of lots and yards and the minimum lot area per family permitted on any lot shall be as follows; provided, that buildings erected for dwelling purposes exclusively shall comply with the front, side and rear yard requirements of district R-3.
 - (1) *Height.* Buildings or structures shall not exceed 56 feet and shall not exceed three stories in height. One freestanding sign exceeding 35 feet but not taller than 65 feet above the nearest adjacent street level shall be permitted in M-1 and M-2 districts on properties contiguous to divided (grass median) U.S. highways (65 highway North of 765).
 - (2) *Front yards.* Same as district C-2; except, that a setback of not less than 25 feet shall be provided along any local thoroughfare as shown on the thoroughfare plan of the city and not less than 50 feet shall be provided along any state highway.
 - (3) *Side yards.* Same as district C-1; except, that setback of not less than 25 feet shall be provided along any local thoroughfare as shown on the thoroughfare plan of the city and not less than 50 feet shall be provided along any state highway.
 - (4) *Rear yards.* Same as district C-1.
 - (5) *Width of lot.* Same as district C-1.
 - (6) *Lot area per family.* Same as district R-3.
 - (7) *Parking regulations.* See section 64-155.

For exceptions see section 64-154, for height, area and fencing exemptions.

Sec. 64-46. District M-2, heavy industrial.

- (a) *Purpose/intent.* It is the intent of the heavy industrial district regulations to provide areas and standards for development of those areas suitable for industrial and storage activities, and particularly to separate potentially high hazard activities from those less hazardous and

to prevent the encroachment of less hazardous activities into the high hazard areas. This district is primarily associated with employment areas identified in the Sedalia Master Plan.

- (b) *Use regulations.* In district M-2, heavy industrial, no building, structure, land or premises shall be used, and no building or structure shall be hereafter erected, constructed, reconstructed or altered except for one or more of the following uses:
- (1) Any use permitted in district M-1, except dwelling houses, clubs, hotels, educational and institutional uses; provided, that the necessary watchman, caretakers, etc., will be permitted to live on the premises of industrial plants;
 - (2) Ammonia, bleaching powder, chemical plants;
 - (3) Assaying works (other than gold or silver);
 - (4) Auto wrecking and salvage yards; provided, that such yards are completely fenced with a solid painted wood or painted metal wall not less than eight feet high and kept in good repair;
 - (5) Blooming or rolling mills;
 - (6) Breweries or distilleries;
 - (7) Carpenter, cabinet or pattern shops;
 - (8) Chemical laboratories;
 - (9) Cider mills;
 - (10) Coal car dumps;
 - (11) Coal distillation and byproduct plants;
 - (12) Coal hoists, pockets or trestles;
 - (13) Coke ovens;
 - (14) Concrete or asphalt mixing plants;
 - (15) Cooperage works;
 - (16) Cotton ginning or baling works;
 - (17) Dog kennels (commercial);
 - (18) Dog pounds;
 - (19) Enameling works;
 - (20) Electric power plants;
 - (21) Forges (power);
 - (22) Foundries (iron, brass, bronze, aluminum);
 - (23) Hides and skins (storage, curing or tanning);
 - (24) Japanning works;
 - (25) Junkyards, including storage, sorting, baling or processing of rags, paper or metal;
 - (26) Lumber mills;

- (27) Machine shops;
- (28) Manufacturing of such products as adding machines, cash registers, typewriters; alcohol; asphalt; basket material; boats; boilers; boxes; bronze; cans; carbon batteries; electric lamps; carbon or lamp black; carriage or wagon parts; celluloid or similar materials; clay, shale and glass products; creosote; cutlery or tools; disinfectant, insecticides; dyes; electrical machinery; furniture; glass; iron and steel; locomotives; motor cars, bicycles, airplanes, nuts, bolts, screws, etc.; oil cloth, linoleum; paint; Japan, lacquer, oil, turpentine, varnish, enamel, etc.; railway cars; rubber, synthetic rubber, rubber products; shoddy; soap; starch; glucose, dextrin; tar products; tobacco (chewing); tools; vinegar; wine;
- (29) Meat or fish packing or storage plants;
- (30) Marijuana cultivation facility, entirely within enclosed building. See section 64-48 for additional conditions;
- (31) Marijuana dispensary facility entirely within enclosed building; provided that the facility is located on property adjacent to or bordering U.S. Highways 50, 65 or West Main Street. See section 64-48 for additional conditions;
- (32) Marijuana-infused products manufacturing facility. See section 64-48 for additional conditions;
- (33) Marijuana testing facility, entirely within enclosed building. See section 64-48 for additional conditions;
- (34) Metal stamping, shearing, punching works, etc.;
- (35) Monument or marble works;
- (36) Oil compounding and barreling plants;
- (37) Planning mills;
- (38) Plumbing and sheet metal shops;
- (39) Railroad round houses or shops;
- (40) Rock crushers;
- (41) Salt works;
- (42) Sheet metal shops;
- (43) Steel furnaces;
- (44) Stone cutting;
- (45) Structural iron or pipe works;
- (46) Sugar refineries;
- (47) Tar distillation or manufacture;
- (48) Tool and die shops;
- (49) Wire or rod mills;

- (50) Wood distillation plants (charcoal, tar, turpentine, etc.);
- (51) Wood scouring works;
- (52) Any other uses not now or hereafter prohibited by ordinance of the city regulating nuisances; except, that the following uses will be permitted only by approval of the city council after report from the health department, fire department and city planning and zoning commission:
 - a. Acid manufacture;
 - b. Cement, lime gypsum or plaster of Paris manufacture;
 - c. Distillation of bones;
 - d. Explosive manufacture or storage;
 - e. Fertilizer manufacture and storage;
 - f. Gas manufacture;
 - g. Garbage, offal or dead animal reduction or dumping;
 - h. Paper or pulp manufacture;
 - i. Smelting of tin, copper, zinc or iron ores;
 - j. Stockyards or slaughtering;
 - k. Wholesale storage of gasoline.

(53) Accessory uses customarily incident to any of the uses in this subsection (b).

For exceptions see section 64-124, pertaining to special use permits; section 64-152, pertaining to nonconforming uses; and division 14 of article VI of chapter 2, pertaining to powers and duties of the board.

- (c) *Performance standards.* To be permitted industrial uses in heavy industrial district (I-2), whether as a permitted use or as special use, such uses must meet the following performance standards:
 - (1) *Appearance.* Junk, salvage, auto wrecking, and similar operations shall be shielded from view from streets and from adjacent properties in another district by means of a sturdy, sight-obscuring ten foot high fence in good repair, and two rows of alternate planted evergreen trees.
 - (2) *Fire hazard.* All flammable substances involved in any activity established in this district shall be handled in conformance with the latest edition of the Fire Prevention Code published by the American Insurance Association and other city ordinances.
 - (3) *Noise.* All noises and noise causing activities shall be muffled so that they will not create a disturbance greater than normal peak hour traffic noise on a major street when observed from any area residential district. Major street noise for comparison purposes shall be measured at the property line.
 - (4) *Sewage and other liquid waste.* No operation shall be carried on which involves the discharge into a sewer, water course, or the ground of a liquid wastes of any radioactive nature, or liquid waste of a chemical nature which are detrimental to

normal sewage plant operation or corrosive and damaging to sewer pipes and installations.

- (5) *Air contaminants.* Air contaminants and smoke shall be less dark than designated number two on the Ringleman Chart as published by the United States Bureau of Mines, except that smoke of a density designed as number two shall be permitted for one, four-minute period in each one-half hour. Light-colored contaminants of such opacity as to obscure an observer's view to a degree equal to or greater than the aforesaid shall not be permitted.

Particulate matter or dust as measured at the point of emission by any generally accepted method shall not be emitted in excess of two-tenths grains per cubic foot as corrected to a temperature of 500 degrees Fahrenheit.

Due to the fact that the possibilities of air contaminants cannot be comprehensively covered in this section, there shall be applied the general rule that there shall not be discharged from any source whatsoever such quantities of air contaminants or other material in such quantity as to cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public in general or to endanger the comfort, repose, health, or safety of any such considerable number of persons or the general public or to cause or have a natural tendency to cause injury or damage to business, vegetation, or property.

- (6) *Odor.* Odor causing operations shall be controlled so as to reduce escape of odors to the minimum practical within the limits of technology and economics.
- (7) *Gases.* All noxious gases shall be controlled to the extent that they will not be injurious to life and property. The gases sulphur dioxide and hydrogen sulphide shall not exceed five parts per million, carbon monoxide shall not exceed 25 parts per million, and nitrous fumes shall not exceed five parts per million. All measurements shall be made at the property line.
- (8) *Vibration.* All machines including punch presses and stamping machines shall be mounted so as to minimize vibration. Vibration shall not be so excessive that it interferes with industrial operations on nearby lots.
- (d) *Height and area regulations.* In district M-2 the height of buildings and the minimum dimensions of lots and yards shall be as follows:
- (1) *Height.* Same as district M-1.
- (2) *Front yards.* Same as district M-1.
- (3) *Side yards.* Same as district C-1.
- (4) *Rear yards.* Same as district C-1.
- (5) *Width of lot.* No minimum.
- (6) *Parking regulations.* See section 64-155.

For exceptions see section 64-154, for height, area and fencing exemptions.

Sec. 64-124. Uses; public hearing required.

Any of the uses in this section may be located in any district by special use permit of the city council, after public hearing, and after recommendation of the planning and zoning commission, under such conditions as to operations, site development, parking, signs and time limit, as may be deemed necessary in order that such use will not seriously injure the appropriate use of neighboring property, and will conform to the general intent and purpose of this chapter. Such uses shall comply with the height and area regulations of the district in which they may be located; except that radio, television and microwave towers and drive-in theater screens may exceed the height regulations.

- (1) Amusement parks, commercial baseball or athletic fields, race tracks, circuses, carnivals or fairgrounds;
- (2) Aviation fields or airports, subject to regulations concerning airports;
- (3) Bed and breakfast establishments;
- (4) Cemeteries, mausoleums or crematories for the disposal of the human dead;
- (5) Drive-in theaters;
- (6) Electric substations;
- (7) Golf driving ranges, commercial or illuminated;
- (8) Gun clubs, skeet shoots or target ranges;
- (9) Hospitals for the insane or feeble minded or alcoholics or drug addicts, or penal or correctional institutions;
- (10) Day care centers in district R-1 or R-2;
- (11) Picnic groves and fishing lakes, including minor and incidental concession facilities for patrons only;
- (12) Mines or quarries, including the removing, screening, crushing, washing or storage of ore, sand, clay, stone, gravel or similar materials; provided, that no permit shall be issued until and unless the location, site plan and method of operation, including necessary structures, have been submitted to and approved in writing by the council;
- (13) Refuse dumps;
- (14) Reservoirs, wells, towers, filter beds or water supply plants;
- (15) Residential care centers in district R-1 or R-2;
- (16) Residential schools and/or learning centers;
- (17) Riding stables and tracks;
- (18) Sewage, refuse, garbage disposal plants or sanitary fills;
- (19) Tourist cabins, motels or mobile home courts;
- (20) Wireless communications facilities including cell phone, radio, television and microwave towers per the Uniform Wireless Communications Infrastructure Deployment Act of Missouri (RSMo Sections 67.5090 - 67.5103);

- (21) Buildings and premises for public utility services, or public service corporations, which buildings or uses the council deems reasonably necessary for public convenience or welfare;
- (22) Automobile or trailer sales rooms or yards, other than premises where used vehicles are dismantled;
- (23) Commercial gymnasiums and recreation centers. For all indoor and outdoor sports, meetings and amusements including tennis, indoor and outdoor, miniature golf, billiards (pool), video arcade, basketball, aerobics, volleyball, racquetball, weightlifting, dancing, soccer, boxing, wrestling, swimming, tanning, including minor and incidental concession facilities for patrons only;
- (24) Car cleaning service;
- (25) Commercial ambulance garages and offices.
- (26) Residential or outpatient facilities for the treatment of alcohol and other drug abuse, provided that said facilities shall only be permitted in district C-1, C-2, C-3, M-1 or M-2.
- (27) Hotels in district C-3 which exceeds 35 feet and two and one-half stories in height up to 100 feet in height and eight stories in height.
- (28) Marijuana dispensary facilities.

Section 2. The provisions of any ordinance or code section in conflict with any provision of this ordinance are hereby repealed to the extent of such conflict.

Section 3. This ordinance shall be in full force and effect following final passage and approval.

Section 4. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

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 22nd day of February 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 22nd day of February 2023.

Tina Boggess, Mayor Pro-Tem

ATTEST:

Jason S. Myers
City Clerk

MEMO

To: Mayor Dawson and Sedalia City Council
From: John Simmons, Community Development Director
Date: February 17, 2023
Subject: Zoning Code Amendment – Marijuana Business Zoning

Staff Recommendation: The Planning and Zoning Commission of the City of Sedalia recommends that City Council amend the Zoning Code as a result of amendment of the Missouri Constitution effective December 8, 2022. The Planning and Zoning Commission recommends, by a vote of 7-yes and 0 – no, to adopt the ordinance.

The recommended changes to the Zoning Code bring the City within compliance of the requirements of the Missouri Constitution. The passage of this ordinance will also allow the City to collect any sales tax from marijuana sales within city limits.

City Council, in December of 2022, adopted the business licensure portion of the amendment into the Business Regulation and Taxation (Chapter 12) section of the Code of Ordinances. This current amendment removes this language from the zoning code because it now exists in Chapter 12.

The amendment also removes the term “medical” from the allowed uses in the zoning districts so that it encompasses both medical and recreational sales. This portion of the change keeps the same district designations as were adopted with the prior medical marijuana zoning ordinance of 2019 (Ordinance # 10961).

Staff concurs with the Planning and Zoning Commission’s recommendation that we should amend the City of Sedalia Zoning Code to align with the State of Missouri Constitution.

Should you have any question or concerns regarding anything outlined in this advisory, please do not hesitate to contact me at 827-3000.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2-584 OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI RELATING TO THE COMPOSITION OF THE PLANNING & ZONING COMMISSION.

WHEREAS, this housekeeping ordinance amends Code by removing language in Section 2-584 requiring the Public Works Director to serve on the Planning & Zoning Commission.

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

Section 1. Section 2-584 of the Code of Ordinances of the City of Sedalia, Missouri is hereby amended to read as follows:

“The Planning & Zoning Commission shall consist of 11 members including the mayor, a member of the council selected by council and nine citizens appointed by the mayor with the approval of council”.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection in the City Clerk’s Office prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 22nd day of February, 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this this 22nd day of February, 2023.

Tina Boggess, Mayor Pro-Tem

ATTEST:

Jason S. Myers
City Clerk