



City Council Meeting Agenda
Monday, April 3, 2023 – 6:30 p.m.
City Hall, 200 South Osage, Sedalia MO

MAYOR: ANDREW L. DAWSON

MAYOR PRO-TEM: TINA BOGGESS

- A. CALL TO ORDER** – Mayor Dawson – Council Chambers
- B. PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. RETIREMENT/SERVICE/SPECIAL AWARDS** – None
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
 - A. Council Work Session** – March 15, 2023
 - B. Council Meeting** – March 20, 2023
- II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES** – None
- III. ROLL CALL OF STANDING COMMITTEES**
 - A. FINANCE/ADMINISTRATION** – Chairman Chris Marshall; Vice Chairman Jack Robinson
 - 1. Agreement** – Supervised Work Release Program – Tipton Correctional Center
Council Discussion led by Chairman Marshall
 - O** Call for Ordinance approving and accepting a supervised work release program agreement by and between the City of Sedalia, Missouri and Missouri Department of Corrections, Division of Adult Institutions, Tipton Correctional Center – Mayor Dawson
 - B. PUBLIC WORKS** – Chairman Thomas Oldham; Vice Chairwoman Tina Boggess
 - 1. Annexation** – Deer Brook Villas Phase IV
Council Discussion led by Chairman Oldham
 - O** Call for Ordinance of the City of Sedalia, Missouri, Approving and Annexing an unincorporated area owned by E.W. Thompson, Inc. into the City of Sedalia, Missouri, adjacent and contiguous to existing corporate limits of said City – Mayor Dawson
 - 2. Fee Establishment** – Tree Trimming, Grinding and Recycling Services
Council discussion led by Chairman Oldham
 - O** Call for Ordinance of the City of Sedalia, Missouri, Amending Article III of Chapter 48 of the Code of the City of Sedalia, Missouri to Add Section 48-54 Establishing a fee for certain tree trimming, grinding, and recycling services – Mayor Dawson
 - 3. Budget Amendment & Agreement** – Water Towers/Tanks Cleaning and Inspections – Viking Painting - \$20,900.00 – Mayor Dawson
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 2024 – Mayor Dawson

○ Call for Ordinance Amending the Budget for the Fiscal Year 2023-2024 regarding water Tower tank cleaning and inspection – Mayor Dawson

○ Call for Ordinance Authorizing an agreement for Water Towers/Tanks Cleaning and inspections – Mayor Dawson

4. Contract Extension – Generator Maintenance – Martin Energy Group - \$27,015.00

Council Discussion led by Chairman Oldham

○ Call for Ordinance Authorizing an Extension to the agreement for On-site Generator Maintenance, Inspection, and Repair services – Mayor Dawson

5. Discussion – Consideration of Counter offer from Pettis County for Property at Main and State Fair Blvd (2208 W. Main)

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

1. Fire Protection Grant – Sedalia Fire Department - \$20,000.00 with \$20,000.00 match

Council Discussion led by Chairman Robinson

○ Call for Ordinance Authorizing the Acceptance of a Fire Protection Grant for the Sedalia Fire Department – Mayor Dawson

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

1. Discussion – Revised Draft Ordinance – Transitional Services

IV. **OTHER BUSINESS**

A. **APPOINTMENTS** – None

B. **LIQUOR LICENSES**

New:

*Hallye Newton dba Sedalia Lions Club, PO Box 1085, Picnic License, 37.50 (Sedalia Lions Club Cornhole Tournament, Nucor Pavilion Missouri State Fair Grounds, June 10, 2023, 8:00 A.M. to 5:00 P.M.)

*Taber Redford dba Marie Grace Boutique, 2209 W. Main, Package Liquor & Taste Testing - \$187.50

Renewal:

*Nicole Walker dba Broadway Liquor & Smokes, 2610 W Broadway, Package Liquor & Sunday Sales – \$450.00

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

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

VII. **Closed Door Meeting** – Motion and Second to move into closed door meeting in the upstairs conference room pursuant to Subsections 1 (Legal Advice), 2 (Real Estate), 3 (Personnel) 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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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 MARCH 31, 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 Monday, April 3, 2023, 6:30 p.m.

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

1. The City has worked in cooperation with the Department of Corrections under a work release program to utilize non-violent inmates from the Tipton Correctional Facility nearing their release to provide them transitional employment. Although since the pandemic hit they have not been able to provide the City any labor, staff recommends extending the agreement to keep it in place for when they are able to provide such labor.

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

1. As presented during a public hearing at the last meeting, a petition was received from the owners of the property for a voluntary annexation of the land where the Deer Brook Villas Phase IV project is being constructed. In accordance with state statutes, we must hold a public hearing between 14 and 60 days of receiving such a petition. The hearing is to hear from any interested parties on the appropriateness of the annexation. We must then wait at least 14 days after the hearing to consider adoption of an ordinance to effect the annexation. The only comments during the hearing were in support of the annexation, and no comments have been received since the hearing. With the prescribed time passing after the hearing, Council can now consider an ordinance to annex the property into the City. Staff recommends approval.
2. Several years ago, the City established a materials management site to collect tree trimmings and brush from residents. The underlying purposes were two-fold, in that it provided a method to dispose of this yard waste to help keep our City beautiful, while also providing a base to make compost out of the solids generated through the sewer plants. Prior to constructing the composting operations, the City had to pay to get rid of the sludge generated in the sewer plants, as well as, disposing of the yard waste generated throughout the City. This system now generates a useful byproduct out of these materials that is sold to help defray the costs of production. Over the years, the amount of tree debris collected has increased well beyond the quantities that can be combined with sewer sludge to produce compost. Part of the reason for the increase is that commercial tree trimming businesses are bringing such debris to us from outside the area, and certainly outside of the City. Therefore, the cost of grinding the mulch is exceeding the needs of the citizens of Sedalia for the composting and debris removal from within the City. While City staff recommends that we continue to provide a convenient way to rid the neighborhoods of the tree debris at no cost, the citizens should not bear the costs to dispose of yard waste from outside of the City. Therefore, staff

recommends adding a fee only to commercial use of these grinding and disposal services at the rate of \$4.00 per cubic yard.

3. The cleaning and inspections of water towers was budgeted for in the fiscal year 2023 budget but was unable to be completed prior to the year-end. Further, the amount budgeted of \$12,000 was less than the low bid received of \$20,900. Staff recommends approval of moving the unspent budgeted funds from the 2023 budget year to 2024 and increasing the budgeted line items to cover the low bid. Staff also recommends award of the project to Viking Painting, LLC as the low bidder obtained in accordance with our procurement policies.
4. The City employs several electrical generators to provide backup power to facilitate continuation of essential services in the event of outages. In order to assure they function when needed, routine inspections and maintenance is necessary. In 2021, the City entered into an agreement with Martin Energy Group to provide generator maintenance. Through the negotiation process, the contract allows for four one-year extensions from its original term ending March 31, 2023. Staff has been satisfied with their work and recommends extending the contract for another year with the compensation amount of \$27,015.00.
5. The intersection of State Fair Boulevard with Main Street sees a lot of traffic. Further, this traffic is mixed with automobiles and trucks due to the arterial nature of both roads, as well as, the industry and commerce in the surrounding area. This creates a great deal of congestion with the freight haulers trying to navigate through the intersection while competing with the automobiles, particularly during one of the shift changes for the area's plants. This intersection is further complicated due to the fact that State Fair Boulevard makes a jog at Main Street. Therefore, over the last five years a project to improve the intersection has been included in the strategic planning sessions.

Last year the project did not rise to the priority level to get funded but we were able to complete mill and overlay repairs to the road north of this intersection. From the planning session this year, the roundabout solution scored seventh out of twenty-one projects prioritized. Additionally, Pettis County having recently moved their operations away from the property they own at the North East corner of the intersection, frees up the area necessary to expand the right of way for a roundabout. With this in mind, Council authorized Mayor Dawson to approach the County to work with them in securing the additional right of way. The Commissioners indicated that they would not separate the property to provide just the area needed and wanted to sell the whole property to the City. Further, they indicated that if the City obtained an appraisal, they would agree to selling the property to the City for the fair market value as determined by such appraisal. Therefore, the City contracted for an appraisal and provided a copy to the Commissioners along with a letter requesting confirmation that the indicative price of \$280,000 was agreeable. The County sent a counter offer that would include the City transferring land that the joint project jail was constructed on to the County.

For background on the property, they are referring to, in December of 2001 the City and County entered into various agreements to cooperate in construction and operation of jail facilities. At that time the Federal Government transferred the Federal Building located on approximately three fourths of an acre at 319 S Lamine to the City and County for this project. Then as part of the agreements, the City agreed to construct a new jail on part of this property and approximately seven tenths of an acre of property the City owned. The County then was to operate and maintain the jail to include booking and housing prisoners brought in for

municipal charges. In addition, the City included in the amount borrowed \$400,000 to renovate portions of existing county buildings and the County was to make the payments on this part of the debt. These payments were never made and upon following up, it was indicated that the City may have later forgiven this debt from the County to the City. The debt for the construction of the jail in the original amount of \$8,420,000 is being paid by the City as per the agreements. The related cooperative agreement between the County and City is a thirty-year term beginning on 12/4/2001 and includes options to renew for two succeeding ten-year terms.

The counter offer made by the County was made in an open session and is thereby brought to you for your consideration at this meeting. In accordance with current City Code, all real estate transactions require specific Council approval.

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

1. Chief Irwin was successful in obtaining a grant through the Missouri Department of Public Safety for the purchase of five hand held dual band radios and two truck radios. These radios are capable of communications state wide with other departments in the event of a disaster or other needs for mutual aide provided or received. The grant will provide up to \$20,000 for half of the funds needed for the purchase. The total purchase price is being firmed up through the procurement process prescribed by the current policies. Once the price is firmed up, staff will prepare a budget amendment for Council's consideration. Staff recommends approval and acceptance of the grant at this time.

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

1. After several public meetings, garnering a great deal of public input and debate, and a substantial amount of research reviewed by Council, culminating in a special work session on March 15, the transitional services draft ordinance is nearing its final form for consideration. Council directed staff at the work session to bring additional information, primarily regarding the buffer zones, to this meeting for further review and deliberations.



**CITY OF SEDALIA, MISSOURI
CITY COUCIL WORK SESSION
MARCH 15, 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 Wednesday, March 15, 2023 at 6:30 p.m. at the Municipal Building in the Council Chambers with Mayor Andrew Dawson presiding. Council Members present were Jack Robinson, Thomas Oldham, Chris Marshall, Tina Boggess, Bob Cross, Rhiannon Foster and Steve Bloess. Bob Hiller was absent.

City Attorney Joe Lauber stated that Council received a large amount of materials regarding the Transitional Services Ordinance and to help conceptualize how the Ordinance works, City staff developed a Practical Application Framework. The City has "permissive zoning" which means that the Zoning Code lists out all uses that are permitted, in which districts they are permitted, and under what circumstances they are permitted. What is not listed is considered prohibited. The information has been divided into Residential, Commercial, and Industrial and where Transitional Services would be permitted/prohibited.

Where will transitional services allowed to be used "as of right" (no Special Use Permit required)?

	Shelters	Emergency Housing	Transitional Housing	Permanent Supportive Housing	Support Services
Residential		R-1, R-2, R-3	R-1, R-2, R-3	R-1, R-2, R-3	
Commercial		C-O, C-1, C-3	C-3	C-3	C-O, C-1, C-3
Industrial			M-1	M-1	

Where will transitional services be allowed, but subject to a Special Use Permit?

	Shelters	Emergency Housing	Transitional Housing	Permanent Supportive Housing	Support Services
Residential					R-3
Commercial	C-O, C-1, C-3		C-O, C-1, C-2	C-O, C-1, C-2	
Industrial	M-1, M-2	M-1, M-2			M-1, M-2

Where will transitional services be prohibited?

	Shelters	Emergency Housing	Transitional Housing	Permanent Supportive Housing	Support Services
Residential	R-1, R-2, R-3				R-1, R-2
Commercial	C-2	C-2			C-2
Industrial			M-2	M-2	

Shelter – Temporary or permanent space to provide protection from the elements for periods of less than 24 hours; intended to regulate provision of shelter services on a frequent basis at the same location; shelter facilities provided as ancillary purpose to location's primary purpose are allowed to continue; four categories: Day Shelters (utilized between 6 a.m. and 9 p.m., not intended for overnight stays), Temporary Cooling Shelters (operating between 6 a.m. and 9 p.m. when outside temperatures are predicted to be 95 degrees or higher, not intended for overnight stays), Temporary Warming Shelters

(operating between 7 a.m. and 7 p.m. when outside temperatures are predicted to be 33 degrees or below, intended for overnight stays), and Emergency Shelters intended to provide overnight shelter for homeless persons.

Emergency Housing – Temporary indoor accommodations for individuals or families who are homeless or at the risk of becoming homeless; may be intended to address basic health, food, clothing and personal hygiene needs of individuals or families, which may or may not require occupants to enter into lease or occupancy agreement; intent is to provide short-term overnight housing and hygiene facilities to persons temporarily without housing.

Transitional Housing – Residential facilities designed to assist individuals and families experiencing homelessness to a permanent residence within 24 months; longer term than Emergency Housing, but shorter term than Permanent Supportive Housing; permits organization or facility to provide services to those in need with the understanding that if the person is able to do it on their own, they wouldn't fit the definition of homeless.

Permanent Supportive Housing – Subsidized residential facility that prioritizes people who need comprehensive support services to retain residency; longest term of service; pairs people with on or offsite voluntary services designed to support a person with complex and disabling behavioral health or physical condition, and who was experiencing homelessness or at risk of homelessness prior to moving into the facility. It was suggested by City Administrator Kelvin Shaw to add a section to the definition related to homelessness that clarifies those who experience homelessness.

Support Services – On or offsite assistance to individuals or families aimed at reducing or mitigating the effects of homelessness, including but not limited to social, legal advocacy, child care, employment, financial, health care or information and referral services; definition excludes provision of meals, bathing, laundry, and overnight shelter which has the effect of not allowing these services to be included at a facility designed to provide transitional services; intent is to provide a level of transitional services that falls between short-term and non-primary provision of shelter services and long-term transitional housing services.

Special Use Permits

Certain definitions specify that a Special Use Permit is required, specifically the definitions of each shelter. Each zoning district provides uses that are permitted "as of right" or permitted with a Special Use Permit. The general list of uses that require a special use permit are in City Code Section 64-124 and lists all four types of shelters and the provision of support services in an R-3 District. Under Section 64-124, it states "any uses in this section may be located in any district by Special Use Permit on approval by City Council after Public Hearing and recommendation of Planning and Zoning under such conditions as to the operation and site development in order that such use will not seriously injure the appropriate use of neighboring property and will conform to the general purpose". The services need to fit the neighborhood feel and not be a nuisance. Articles were provided to Council outlining the importance of Transitional Services but depending on the intensity of services offered, could result in other issues associated with those services. The consequences seen nationally are mass migration for shelter, encampments, litter, and health safety issues related to human feces in public areas; many times, forcing residents and business owners to clean up. In the first hearing Council was informed about individuals defecating outside public buildings in Sedalia. Safeguards will need to be put in place when providing these services.

Councilwoman Boggess inquired if there is a cost for a Special Use Permit. Community Development Director Simmons stated that the cost is a one-time fee of \$350.00 and requires notification of individuals within 185 feet.

Requirements – Minimum Standards:

1. No facility shall be located within 1,000 feet of a public or private school or Licensed Daycare; distance shall be measured by a straight line from the nearest edges of the property lines.

Councilwoman Foster stated that those in the 4th Ward do not want a shelter in their neighborhood and added that she would like to see the distance increased to 2,000 feet.

Councilwoman Boggess stated that the 2nd Ward has the same concerns and she would have liked to have had suggestions from citizens on where to place these facilities. Motion was made by Foster to increase the distance to 2,000 feet. Motion died on lack of second.

Councilwoman Boggess inquired about changing the distance to 1,500 feet. Councilman Oldham asked if the 1,500-foot would apply just to shelters or would it also include support services. City Attorney Lauber stated that is just for shelters, however, it would also include support services. Motion by Boggess, seconded by Foster to create a 1,500-foot map and bring back to Council. Voting "Yes" were Marshall, Boggess, Cross and Foster. Voting "No" were Robinson, Oldham, and Bloess. All present in favor. Hiller was absent.

2. All facilities must comply with underlying zoning districts.
3. A business license is required for all Community Residential Facilities and Shelter Facilities.
4. For all facilities, the Director of Community Development shall, upon receipt of a permit application, report to the Planning and Zoning Commission and the City Council the neighborhood characteristics related to land use compatibility and physical character of the neighborhood in which the Special Use Permit is sought.

Space Requirements: Residential Facilities must comply with all applicable standards, including the International Building Code and International Residential Code. Confirmation by the Building Official that the residence complies based on the number of people who occupy the premises, is required prior to approval of any permit. Shelters must provide at least fifty square feet of space per person occupying the Shelter.

Councilman Bloess asked if someone provides a certain service that falls under the Special Use Permit and then wants to provide additional services, does that modify the Permit? Community Development Director Simmons stated that if they change any component not on the original Special Use Permit, it would need to be amended for the new use and brought forward to Council for approval.

Safety and Maintenance: All residential and shelter facilities must comply with property maintenance codes established for residential and commercial structures within the City.

Code of conduct: All facilities must provide and enforce a written code of conduct, which not only provides for the health, safety, and welfare of temporary residents, but also mitigates negative impacts to neighbors and the community.

Site Access: All facilities, except Permanent Supportive Housing and Transitional Housing, must maintain a

designated member to serve as a point of contact for the Sedalia Police Department. At least one member must always be on duty at the facility. The names of the on-duty members shall be posted at all times during operations.

All facilities, except Permanent Supportive Housing and Transitional Housing, must maintain a registry of individuals being sheltered on that date and registry shall be made available to public safety officials upon request.

Traffic: Traffic mitigation measures may be established for dwellings that are permitted as Emergency Housing or Transitional Housing for fifteen or more residents (adults and children) plus managers and other service providers. In R-1, R-2, and R-3, these types of housing are allowed "as of right" so it would not apply in that circumstance.

Managers and Other Service Providers: Any Residential or Shelter facility housing more than eight people must have an on premises manager or Sponsor at all times.

Council consensus is that a manager or sponsor should be present whether you have one person or multiple. Motion by Robinson, seconded by Bloess to change the language to read "any residential or shelter facility must have an on premises manager or sponsor at all times". All present in favor. Hiller was absent.

The Director of Community Development may recommend to the Planning and Zoning Commission and City Council a limit for the number of service providers (including volunteers, paid employees, live-in managers and day workers) and require mitigation measures for Emergency Housing facilities and Transitional Housing facilities that use service providers to avoid impacts on the neighborhood and ensure that the facility is consistent with the intent of the zoning district in which it is located and the character of the neighborhood.

Emergency Housing and Transitional Housing in R-1, R-2, and R-3 districts are permitted "as of right". This requirement is better protection for people in the residential district because where a Special Use Permit would apply for Emergency Housing are just the M-1 and M-2 districts which are industrial where traffic is not a concern. Transitional Housing is permitted by Special Use Permit in C-O, C-1, and C-2, that is commercial which may be better suited for additional traffic. It may not be necessary for the heavy traffic areas and industrial. If there is concern that this would be a term that would reduce traffic in certain areas where people are coming to provide services in Emergency or Transitional Housing, then it would be best to have staff amend the language that removes this section but adds protection in residential districts that would address increased traffic. Motion by Oldham, seconded by Marshall to modify the language by removing the traffic considerations under managers and other service providers and put it into residential requirements. All present in favor. Hiller was absent.

Drugs and Alcohol: Use of alcohol, recreational marijuana, and controlled substances, except by prescription, is strictly prohibited on facility premises.

Dispersal of Like Facilities: For all Emergency Housing facilities and Transitional Housing facilities permitted, the Director of Community Development shall upon receipt of an application, report to the Planning and Zoning Commission and the City Council the existence and locations of like facilities to avoid approval of permits for like facilities within a single neighborhood.

To avoid oversaturation in a zoning district, the City Council can say "no" in the event adequate services are being provided. Special Use Permits would apply if you did not want to have too many Emergency Housing in M-1 or M-2, or too much Transitional Housing in C-O, C-1, or C-2. A Special Use Permit is not needed in residential districts. That section may be moved from "as of right" to Special Use Permit. City Attorney Lauber stated that one option would be to move it to Special Permit for those uses. The motion Councilman Oldham made was to take it out of Special Use Permit and make it an additional requirement in residential. A similar motion for this would be "these uses in a residential district shall be subject to limitation". Motion by Marshall, seconded by Robinson to remove disbursal of like facilities provision for Emergency Housing and Transitional Housing from Special Use minimum requirements and move it into residential protection. All present in favor. Hiller was absent. Motion by Marshall, seconded by Robinson to amend the motion to add protection of disbursal of like facilities to residential facilities but retain it in minimum standards for Special Use Permits. All present in favor. Hiller was absent.

Additional Special Use Permit Requirements for Shelters: The facility shall have on-site supervision during hours the shelter is open; facilities shall provide exterior lighting on pedestrian pathways and parking lot areas and lighting shall reflect away from residential areas and public streets; facilities shall provide secure areas for personal property; shelters located in residential zoning districts shall not exceed forty beds provided they comply with underlying zoning districts.

This item conflicts with prior language and is recommended to be deleted. Mayor Dawson recommended that there needs to be a motion to strike the residential portion and move it to apply to all shelters. City Attorney Lauber stated that since the current phrase does not apply, it can be general consensus to remove and take out the phrase "in the city's residential zoning districts". Motion by Bloess, seconded by Robinson to strike the residential phrase and leave the limit at 40 beds. All present in favor. Hiller was absent.

The Shelter shall provide on-site parking at a rate of two spaces per facility for staff plus one space per six occupants allowed at maximum capacity.

A management plan is required for all Shelters upon submission of an application for a Special Use Permit to address management experience, good neighbor issues, transportation, client supervision, client services, and food services. Such plan shall be submitted to and reviewed by the Community Development Department and a recommendation made to Planning and Zoning and City Council prior to approval of the Special Use Permit. The plan shall include a floor plan that demonstrates compliance with physical standards. Such operations plan shall become a part of any approved Special Use Permit, and the Permit shall stipulate that continued compliance with the operations plan is required for continued operations of the special use. The Community Development Department shall inspect at least annually each Emergency Shelter to ensure compliance. The City Council may establish a fee to cover the administrative cost of review of the required management plan.

Councilman Bloess stated that the City needs to know the principal people, officers, what type of partnership, how they are registered with Secretary of State, when they will be up and running as well as location, and how they will be funded. Councilman Oldham would like to see the Ordinance have a specific management plan versus identifying individuals and would like it to provide support

services without Council's involvement in running the Business. City Administrator Kelvin Shaw stated that the City does not contact the Secretary of State regarding who the Board members are so if that is a preferred requirement, you would need to add it to the language. The City checks "no tax due" which means they have to be in good standing with the State.

Motion by Bloess to require a Business License and to look at the Secretary of State filing to ensure they are legitimate. City Attorney Lauber stated that the requirement for the Business License already exists in the Ordinance. Councilman Bloess stated the second part would be that staff look at public information in regard to the Secretary of State to provide Business name to ensure they are legitimate. City Administrator Shaw reminded Council that if they want to require the names of officers, that would need a motion to add it to the Ordinance. Mayor Dawson stated that the information would come from the Business License application and added that individuals wishing to get approval for their Special Use Permit will be at a Hearing and any questions could be posed at that time. Motion by Bloess to have staff check with the Secretary of State to ensure the applicant is filed as an entity in the State of Missouri, filing as a Corporation or individual. Motion died for lack of Second.

The Ordinance will be amended as suggested and brought back with a map illustrating the 1,500 feet limitation. Mayor Dawson felt that the document could be brought back to a regular meeting. Consensus was to make the adjustments and bring back to the April 3, 2023 Council Meeting.

The Work Session adjourned at 8:55 p.m. on motion by Oldham, seconded by Marshall. All present in favor. Hiller was absent.

Respectfully Submitted: Jason S. Myers, City Clerk



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
MARCH 20, 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, March 20, 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:

Table with 4 columns: Name, Status, Name, Status. Rows include Jack Robinson, Thomas Oldham, Chris Marshall, Tina Boggess, Bob Hiller, Bob Cross, Rhiannon Foster, Steve Bloess.

Public Meeting – Proposed FY 2023-2024 Budget

Mayor Dawson opened the public meeting at 6:35 p.m. The purpose of the meeting is to review the budget for FY 2024 and time has been set aside for the public to make comments regarding the budget before it is adopted.

Makhi Jaff, 230 S Ohio, requested that funds be included in the budget for the Rose Nolen Library/Black History Museum. Funds would cover utilities, library necessities and agriculture. Ava Seabury, Kansas City, MO, will be in charge of the museum. It is important to the North Side and Pettis County as black history is American history. He feels money should be put into the museum so it doesn't have to close down again and added it's a very nice place for youth and adults.

With no further public comments, the public meeting closed at 6:37 p.m.

Public Hearing – Midtown/West 50 TIF Plans

Mayor Dawson opened the public hearing at 6:37 p.m. Community Development Director John Simmons gave an update on the West 50 and Midtown TIF's.

West 50 TIF: Amended in 2019; Includes Big O Tires, Aspen Dental, Scooters and Slim Chickens in April 2023; Remaining land to develop at West 50/Main and Oak Grove; Assessed valuation added to the redevelopment project - \$402,630.00; Assessed valuation will increase with the addition of Slim Chickens.

Midtown TIF: Amended agreement July 2, 2018 added Lamy Building Project; Trust Building currently under construction by private developer and will be complete in 30-60 days; Broadway Arms demolition complete; Ohio Streetscape completed with additional streetscape as identified going forward; Liberty Center – reviewing submittals for payment; New businesses – From Bleak to Chic, Chubby Hair Stylist, Happiness Handicrafts, Wild Jade and Syndicate Armory; Assessed valuation added - \$3,959,170.00; Payments in lieu of taxes since inception - \$1,446,482.00

With no public comments, the public hearing closed at 6:40 p.m.

**Public Hearing – Residential, Commercial & Industrial Sewer Rates;
Residential & Commercial Water Rates**

Mayor Dawson opened the public hearing at 6:40 p.m. The purpose of the hearing is to consider increasing the City’s utility rates for sewer and water provided to residential, commercial and industrial customers. Rate increases directly reflect the costs of providing utility services including operating costs, repairs and rehabilitation of existing infrastructure and continued improvements to the City of Sedalia’s sewer and water systems. If approved the new rates will become effective for the first billing after April 1, 2023.

Sewer – Proposed Rate Increase 9.5%

Description of Service	Current Monthly Base Rate	Proposed Monthly Base Rate	Current Monthly Volume Rate per 1,000 Gallons	Proposed Monthly Volume Rate per 1,000 Gallons
Residential, Inside City Limits	\$13.13	\$14.38	\$7.03	\$7.70
Residential, Outside City Limits	\$32.35	\$35.42	\$7.03	\$7.70
Commercial Inside City Limits	\$53.71	\$58.81	\$7.03	\$7.70
Commercial Outside City Limits	\$124.26	\$136.06	\$7.03	\$7.70
Industrial Inside City Limits	\$111.97	\$122.61	\$7.03	\$7.70
Industrial Outside City Limits	\$242.70	\$265.76	\$7.03	\$7.70

*The proposed inside city limit residential sewer rate increase will result in the average sewer customer who uses 4,000 gallons/month seeing a \$3.93/month or \$47.16/year increase in sewer charges. The outside city limit residential rate increase results in the average sewer customer who uses 4,000 gallons/month seeing a \$4.32/month or \$51.84/year increase in sewer charges.

Water – Proposed Rate Increase 5%

Description of Customer	Meter Size	Current Monthly Base Rate	Proposed Monthly Base Rate	Current Monthly Volume Rate per 1,000 Gallons	Proposed Monthly Volume Rate per 1,000 Gallons (Note First 10,000 Gallons)
Residential, Inside City Limits	5/8"	\$9.61	\$10.09	\$3.59	\$3.77
Residential, Inside City Limits	3/4"	\$14.41	\$15.13	\$3.59	\$3.77
Residential, Inside City Limits	1"	\$16.31	\$17.13	\$3.59	\$3.77
Residential, Outside City Limits	5/8"	\$24.02	\$25.22	\$3.59	\$3.77
Residential, Outside City Limits	3/4"	\$36.04	\$37.84	\$3.59	\$3.77
Residential, Outside City Limits	1"	\$40.78	\$42.82	\$3.59	\$3.77
Commercial, Inside City Limits	5/8"	\$9.61	\$10.09	\$3.59	\$3.77
Commercial, Inside City Limits	3/4"	\$14.41	\$15.13	\$3.59	\$3.77
Commercial, Inside City Limits	1"	\$24.02	\$25.22	\$3.59	\$3.77
Commercial, Inside City Limits	1 1/2"	\$48.04	\$50.44	\$3.59	\$3.77
Commercial, Inside City Limits	2"	\$76.87	\$80.71	\$3.59	\$3.77
Commercial, Inside City Limits	3"	\$153.73	\$161.42	\$3.59	\$3.77
Commercial, Inside City Limits	4"	\$240.21	\$252.22	\$3.59	\$3.77
Commercial, Inside City Limits	6"	\$480.42	\$504.44	\$3.59	\$3.77
Commercial, Inside City Limits	8"	\$768.67	\$807.10	\$3.59	\$3.77
Commercial, Inside City Limits	10"	\$1,230.12	\$1,291.63	\$3.59	\$3.77
Commercial, Outside City Limits	5/8"	\$24.02	\$25.22	\$3.59	\$3.77
Commercial, Outside City Limits	3/4"	\$36.04	\$37.84	\$3.59	\$3.77
Commercial, Outside City Limits	1"	\$60.06	\$63.06	\$3.59	\$3.77
Commercial, Outside City Limits	1 1/2"	\$120.11	\$126.12	\$3.59	\$3.77
Commercial, Outside City Limits	2"	\$192.17	\$201.78	\$3.59	\$3.77
Commercial, Outside City Limits	3"	\$384.34	\$403.56	\$3.59	\$3.77
Commercial, Outside City Limits	4"	\$600.53	\$630.56	\$3.59	\$3.77
Commercial, Outside City Limits	6"	\$1,201.05	\$1,261.10	\$3.59	\$3.77
Commercial, Outside City Limits	8"	\$1,921.68	\$2,017.76	\$3.59	\$3.77
Commercial, Outside City Limits	10"	\$3,075.30	\$3,229.07	\$3.59	\$3.77

* Increased cost for material, freight, natural gas and electric service and labor/contract labor. Rates proposed for installation of new water service and replacement lines have increased as a result of increased material costs and contracting costs experienced over the last 12 months and continuing into 2023. The rates proposed reflect actual cost increases and the percentage increase varies based on the cost of materials. The Monthly Volume Charge is the same for inside/outside City limits. The Volume Charge is a "Decreasing Block Rate" based on 5 units and a municipal metered rate.

Description	Gallons per Month Used	Current Monthly Volume Rate per 1,000 Gallons	Current Maximum Charge per Volume Unit	Proposed Monthly Volume Rate per 1,000 Gallons	Proposed Maximum Charge per Volume Unit
First 10,000 gallons per month	< or = 10,000	\$3.59	\$35.90	\$3.77	\$37.70
Next 40,000 gallons per month	> 10,000 but no more than 50,000	\$3.17	\$126.80	\$3.33	\$133.20
Next 50,000 gallons per month	> 50,000 but no more than 100,000	\$2.90	\$145.00	\$3.05	\$152.50
Next 100,000 gallons per month	>100,000 but no more than 200,000	\$2.65	\$265.00	\$2.78	\$278.00
All over 200,000 gallons per month	> 200,000	\$2.36	All remaining 1,000 gallons	\$2.48	All remaining 1,000 gallons
Municipal metered		\$2.17	All 1,000 gallons	\$2.28	All 1,000 gallons

New Water Service Line Installation Charges:

Description of Installation	Current One Time Charge	Proposed One Time Charge	Proposed Increase Percentage
3/4" Service	\$721.00	\$778.00	8%
3/4" Service with Street Cut	\$1,026.00	\$1,088.00	6%
1" Service	\$803.00	\$960.00	20%
1" Service with Street Cut	\$1,109.00	\$1,331.00	20%
1 1/2" Service	\$2,772.00	\$3,340.00	20%
2" or 3" Service	\$4,269.00	\$4,482.00	5%
4" or 6" Service	\$4,657.00	\$4,983.00	7%

* Full replacement of an existing service line will be at above costs including street cut cost if needed. Less than full replacement of existing service line will be based on actual time and material costs. Additional materials needed for a specific installation, such as stainless steel tapping sleeves, will be charged back to the customer at actual cost.

Unmetered Fire Service Annual Rates:

Description of Service	Current Annual Charge	Proposed Annual Charge
<i>Private Fire Hydrants</i>	\$278.53	\$293.85
<i>Automatic Sprinkler Systems:</i>		
Minimum Bill (100 Sprinkler Heads) Per Year	\$144.17	\$152.09
Additional Sprinkler Heads-Each	\$0.29	\$0.31
<i>Fire Hose Risers:</i>		
1 st 2" Riser in Building not more than 3 Stories in Height Above Basement, with not more than 1 Riser Connection in Basement	\$79.56	\$83.95
Each Additional 2" Riser, as stated above	\$56.73	\$63.02
Each Additional 4" Riser in Building not more than 3 Stories in Height Above Basement, with not more than 1 Hose Connection on each floor and an Extra Connection in Basement	\$119.37	\$125.94

Sprinkler Service – New and Fire Hydrant Installation Charges:

Description of Installation	Current Standard Charge	Proposed Standard Charge
2" Sprinkler Service	\$1,108.76	\$1,455.00
4" Sprinkler Service	\$2,106.64	\$3,115.00
6" Sprinkler Service	\$2,661.02	\$3,197.00
8" Sprinkler Service	\$3,215.40	\$3,526.00
10" Sprinkler Service	\$3,991.54	\$4,157.00
Fire Hydrant (Installation including hydrant)	\$2,771.90	\$4,373.00

Cheryl Lange, 3401 Anderson Ave., stated the current trash cans are eyesores and they sit at the end of people's driveways and in front of garage doors. If the City wants to raise rates, there should be better service. Her neighborhood has trash up the streets from the cans and hydraulic fluid that has leaked

out of the trucks. She has called the City regarding the trash trucks throwing trash from the cans over the side of the truck into the street. Ms. Lange stated something needs to be done. Mayor Dawson stated it would be looked into.

With no further public comments, the public hearing closed at 6:43 p.m.

Public Hearing – Annexation Petition – Deer Brook Villas Phase IV

Mayor Dawson opened the public hearing at 6:43 p.m. The purpose of the public hearing is to allow comments from the public regarding the annexation of property owned by E. W. Thompson, Inc. Dianne Simon, with E. W. Thompson Inc., stated that Deer Brook Villas, Phase IV, will add an additional 38 units making a total of 160 units.

Legal Description for the property owned by E.W. Thompson, Inc. is as follows:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 21 WEST, SEDALIA, PETTIS COUNTY MISSOURI, BEING A PART OF THE LAND DESCRIBED AS TRACT II OF THE QUIT-CLAIM DEED RECORDED IN BOOK 287, PAGE 218 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SURVEY RECORDED AS DOCUMENT #2020-0028 OF THE RECORDS OF PETTIS COUNTY, MISSOURI; THENCE WITH THE WEST LINE OF SAID SURVEY S25°05'10"W, 275.00 FEET; THENCE LEAVING SAID WEST LINE AND WITH THE NORTH RIGHT OF WAY LINE OF A PROPOSED ROAD N64°54'50"W, 308 FEET +- TO THE EAST RIGHT OF WAY OF A PROPOSED ROAD; THENCE WITH THE SAID EAST RIGHT OF WAY N25°05'10"E, 802.20 FEET; THENCE S64°54'50"E, 300 +- FEET TO THE NORTHWEST CORNER OF A SURVEY RECORDED AS DOCUMENT #2014-2947; THENCE WITH THE LINES OF SAID SURVEY S25°05'10"W, 527.2 FEET; THENCE S64°54'50"E, 8.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.5 ACRES +-.

With no further public comments, the public hearing closed at 6:44 p.m.

SERVICE/RETIREMENT AWARDS: None

SPECIAL AWARDS:

Sedalia Fire Department – Badge Pinning: Fire Chief Matt Irwin stated before Ezra Steinmeyer was of age to become a firefighter, he was enrolled in the Fire 1 & 2 Program, EMTB Program, and Fire Science Degree Program through State Fair Community College. Since the City lowered the age of becoming a Firefighter to 18, Ezra will become the youngest member to earn and wear a badge for the Sedalia Fire Department.

MINUTES: The Council Meeting minutes of March 6, 2023 were approved on motion by Oldham, seconded by Robinson. All in favor.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: The Citizen's Traffic Advisory Commission minutes dated February 15, 2023 were accepted on motion by Oldham, seconded by Robinson. All in favor.

ROLL CALL OF STANDING COMMITTEES:

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

➤ The Resolution and Ordinance are for final budget amendments for Fiscal Year 2023.

RESOLUTION NO. 2018 – 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 Oldham, seconded by Marshall. All in favor.

BILL NO. 2023-43, ORDINANCE NO. 11761 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023 REGARDING FINAL FISCAL YEAR 2023 AMENDMENTS was read once by title.

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

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

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

- In order to keep up with rising costs and replacement of aging infrastructure, a rate increase of 9.5% is necessary to keep sewer and wastewater services operating. Much of the increase is to replace the North Waste Water Treatment Plant that the Department of Natural Resources has deemed insufficient.

BILL NO. 2023-44, ORDINANCE NO. 11762 – AN ORDINANCE AMENDING SECTION 60-219 (d) OF ARTICLE V OF CHAPTER 60 OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI RELATING TO THE SEWER USE CHARGE SYSTEM AND INCORPORATING SAID FEES INTO THE CITY’S FEE SCHEDULE was read once by title.

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

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

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

- The water use charge will be increased 5% in order to keep up with rising operating costs of supplying water to residents.

BILL NO. 2023-45, ORDINANCE NO. 11763 – AN ORDINANCE AMENDING SECTION 60-401 OF ARTICLE VII OF CHAPTER 60 OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI RELATING TO THE WATER USE CHARGE SYSTEM AND INCORPORATING SAID FEES INTO THE CITY’S FEE SCHEDULE was read once by title.

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

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

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

- City Administrator Kelvin Shaw presented the FY 2024 budget. Councilman Hiller asked for an update regarding the Pioneer Trails membership. City Administrator Shaw stated that dues are paid through May 31, 2023. Mayor Dawson added the budget could be amended at a later date. Motion by Oldham, seconded by Bloess to revisit the Pioneer Trails dues at the May 15, 2023 Council Meeting. All in favor.

BILL NO. 2023-46, ORDINANCE NO. 11764 – AN ORDINANCE AUTHORIZING THE ADOPTION OF A BUDGET FOR THE FISCAL YEAR 2024 was read once by title.

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

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

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

- The Ordinance is to adopt a 5-year Capital Improvement Plan.

BILL NO. 2023-47, ORDINANCE NO. 11765 – AN ORDINANCE ADOPTING A FIVE YEAR CAPITAL IMPROVEMENT PLAN was read once by title.

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

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

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

- Financial policies are required to be reviewed and updated each year. The revised policies incorporate fraud policies, procurement methods, increasing approved bid amount from \$10,000 to \$25,000 and removing reference to the Police Pension Board.

BILL NO. 2023-48, ORDINANCE NO. 11766 – AN ORDINANCE ADOPTING REVISED FINANCIAL MANAGEMENT POLICIES AND REPEALING ORDINANCE NUMBER 11519 was read once by title.

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

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

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

- The annual appropriation for Economic Development of Sedalia-Pettis County includes a \$5,000 increase making the total \$140,000 for the upcoming fiscal year.

BILL NO. 2023-49, ORDINANCE NO. 11767 – AN ORDINANCE AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND ECONOMIC DEVELOPMENT OF SEDALIA-PETTIS COUNTY was read once by title.

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

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

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

- The annual appropriation for the Scott Joplin Ragtime Festival remains at \$10,000.

BILL NO. 2023-50, ORDINANCE NO. 11768 – AN ORDINANCE AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND SCOTT JOPLIN INTERNATIONAL RAGTIME FOUNDATION, INC. was read once by title.

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

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

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

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

- Police Chief Matt Wirt stated there has been trouble obtaining and bidding for new police cars. Since bidding opened early this year, Staff solicited bids for 4 police vehicles and 1 fire vehicle. W-K Chevrolet submitted the only bid at a total cost of \$209,866.00.

BILL NO. 2023-51, ORDINANCE NO. 11769 – AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A BID FOR THE PURCHASE OF VEHICLES FOR THE SEDALIA POLICE DEPARTMENT AND SEDALIA FIRE DEPARTMENT was read once by title.

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

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

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

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

- The water plants and distribution facilities rely on a Supervisory Control and Data Acquisition system to monitor and report stability and quality of product being delivered. The current system has been in place for 22 years and needs replaced/upgraded. Staff recommends the bid from Micro-Comm, Inc. at a cost of \$108,184.00.

BILL NO.2023-52, ORDINANCE NO. 11770 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR REPLACEMENT OF THE SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM FOR WATER TREATMENT AND DISTRIBUTION was read once by title.

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

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

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

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

OTHER BUSINESS:

ACCEPTANCE OF RESIGNATIONS: The following resignation was read and approved on motion by Oldham, seconded by Marshall. All in favor.

*Jan Summers – Park Board – Effective Immediately

APPOINTMENTS: The following appointment was read and approved on motion by Oldham, seconded by Marshall. All in favor.

*Jeff Wimann – Park Board – Completing Jan Summers’ term expiring June 2025.

BIDS: (4) Police Vehicles (1) Fire Vehicle – March 13, 2023

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

*Mandeep Kaur dba Sedalia 66, 120 E 16th, Packaged Liquor & Sunday Sales

*John Swearingen dba JA Lamy Manufacturing Co., 108 W Pacific, Liquor by the Drink

*Scott Hewett dba Colton’s Steakhouse & Grill, 4101 W Broadway, Liquor by the Drink & Sunday Sales

*Daniel S. Fox dba Smoker Friendly, 1700 E Broadway, Packaged Liquor & Sunday Sales

MISCELLANEOUS ITEMS FROM MAYOR /COUNCIL/ADMINISTRATOR:

Councilman Robinson stated the City of Columbia is having a Council Meeting to vote to buy trash cans. They used to have them, got rid of them and started using bags and are now thinking of using cans again. He is not sure what the solution would be, but he understands where Ms. Lange is coming from. Mayor Dawson stated that Community Development had a meeting and discussed using door hangars at addresses where people leave their trash cans out with a reminder to pull them back in. Councilman Robinson asked if the trash could be picked up in alleys and Mayor Dawson stated the automated trash trucks cannot operate in alleys because there is not enough room.

Councilman Marshall stated he has noticed potholes in alleys, particularly those with gravel. He suggested a maintenance schedule be created where at least every 1-2 years potholes are filled in with concrete. It’s a big concern because a lot of residents use alley access for parking and to leave their house.

Councilman Cross recognized a Boy Scout in attendance at the Council Meeting working on his merit badge.

Councilwoman Boggess stated the Rose Nolen Library has been in Sedalia for several years. She applauds the individuals that have contacted who they need to in order to open it back up. She asked if it would be possible to figure out a way to assist in keeping it open. The Library needs assistance to at least keep utilities on. Council asked for budget numbers and a financial history.

GOOD & WELFARE:

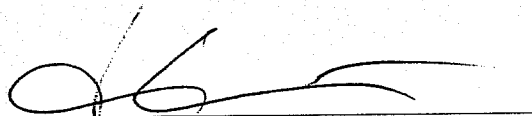
Stephen Zingre, 22735 Highway T, stated that he was informed by workers at the Materials Management Site, that brush could no longer be dumped at the site. There were 3 contractors still dumping and one works for the City. He asked what's being done to hold them accountable for dumping trees as opposed to trees from his personal business. There has been no radio or newspaper announcements and he's asking to consider charging a cost.

Cheryl Lange, 3401 Anderson Ave., voiced concern regarding the fiber optics being installed. In her neighborhood there have been piles of dirt laying on tarps in people's yards with holes for anyone to fall in. Mayor Dawson stated according to state statute, we have to give them access to right-of-ways. Ms. Lange stated they don't know where the utility easements are and she's dealt with 2 contractors that were going to go through the middle of her yard.

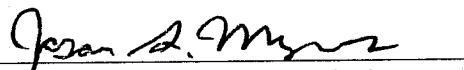
Dan Lowe, 510 W 4th, voiced concern regarding dogs running loose and added that he has been attacked five times and bitten twice. He has filed 2 complaints with the Sedalia Police Department regarding one dog in particular that continues to roam his neighborhood and come into his yard.

The meeting adjourned at 7:25 p.m. on motion by Oldham, seconded by Foster to a closed-door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate) and 12 (Negotiated Contracts) of Section 610.021 RSMo. Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No".

The regular meeting reopened and adjourned at 7:55 p.m. on motion by Oldham, seconded by Foster. All in favor.



Andrew L. Dawson, Mayor



Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A SUPERVISED WORK RELEASE PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND MISSOURI DEPARTMENT OF CORRECTIONS, DIVISION OF ADULT INSTITUTIONS, TIPTON CORRECTIONAL CENTER.

WHEREAS, the City of Sedalia, Missouri, previously entered into an agreement with the Missouri Department of Corrections, Division of Adult Institutions, Tipton Correctional Center wherein the Tipton Correctional Center would provide up to 15 worker offenders per day per work week for up to one year to assist the City in maintaining its cemetery, airport, and streets and allow the said offenders to gain work skills; and

WHEREAS, the Missouri Department of Corrections desires to renew and execute a new agreement for another year from May 1, 2023 to April 30, 2024, with up to two (2) additional one-year extensions; and

WHEREAS, the City of Sedalia, Missouri, shall pay the sum and amount of \$7.50 per offender per day worked as more fully described in the proposed agreement attached to this ordinance and incorporated by reference as though agreement were set forth herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Missouri Department of Corrections, Division of Adult Institutions, Tipton Correctional Center as the agreement has been proposed.

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

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

Presiding Officer of the Council

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

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk



Tipton Correctional Center
Supervised Work Release Program Agreement
Between
The Missouri Department of Corrections
Division of Adult Institutions
2729 Plaza Drive
Jefferson City, MO 65102
And
City of Sedalia
200 South Osage Avenue
Sedalia, MO 65301

Introduction

1. The Missouri Department of Corrections, Division of Adult Institutions, Tipton Correctional Center (TCC) and the City of Sedalia ("Contractor") desire to enter into a Supervised Work Release Program Agreement, for the sole purpose of providing an offender the opportunity to gain work skills. The requirements outlined herein, as agreed to by the parties, are intended to enhance the individual offender's work skills and knowledge of productive habits prior to his release from institutional confinement. In addition to the terms and conditions set forth and agreed to herein, the TCC Warden under the jurisdiction of the Division of Adult Institutions shall develop standard operating procedures. Accordingly, the parties agree that any exceptions, additions and/or deletions to the General Terms and Conditions of this agreement shall be signed, attached and made part of this agreement, subject to final approval by the Director, Division of Adult Institutions, or designee.
 - 1.1 While work release programs are beneficial to the involved offenders, such programs shall not adversely affect any statewide economic growth or industry. Further, work release programs are neither intended to result in the displacement of employed civilian workers, nor to utilize offender labor to perform work in skilled employment positions which would require certification or licensing.

General Terms and Conditions

2. In consideration of the mutual agreements contained herein, the parties agree to establish a Supervised Work Release Agreement under the following terms and conditions. Accordingly, it is understood that:
 - 2.1 Effective May 1, 2023 through April 30, 2024 a binding agreement shall exist, wherein TCC agrees to furnish laborers ("an offender work crew") to the Contractor. This agreement shall not extend beyond the termination date unless amended in a manner that conveys the intent of both parties to continue such services. Therefore, the parties agree that renewal or any change to this agreement as a result of statute, rule, regulation or court order adopted after the effective date of this agreement shall be accomplished by written and signed amendment between the parties. Upon the mutual agreement of both parties, this agreement may be renewed for two (2) additional one-year periods, or any portion thereof.
 - 2.2 This agreement is not intended to create any rights, liberty, interest nor entitlements in favor of any individual under the supervision of the Department. The agreement is intended only to set forth the rights and responsibilities of the parties hereto. It is the express intention of the parties

hereto that any entity, other than the parties hereto, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

- 2.3 All the Contractor's employees, and other individuals acting under either party's control, shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of either party that are applicable, current, or hereafter adopted, regarding operations and activities in and about all state property. Personnel shall assist with enforcement of Inmate Rules by reporting violations to the TCC Warden/designee and not obstructing the Missouri Department of Corrections or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. Both parties agree that they may develop communication procedures, which will facilitate the routine operation of the work detail as well as ensure adequate response to unforeseen or emergency events.
- a. All Contractor employees who will supervise the offenders must be 21 years of age or older and submit to and pass a background investigation conducted by the Missouri Department of Corrections or its designee. The contractor and its employees understand and agree that the Department shall complete criminal background records checks every year for those employees that have the potential to have contact with offenders. The Department shall have the unilateral authority to refuse entry to Contractor personnel as it deems appropriate.
 - b. No individual employed by the Contractor having direct contact with offenders (work crews) shall currently or within the past two years have been released and/or under the supervision of any federal, state, or local authority for a criminal offense. Expenses incurred for background investigations shall be the responsibility of the Missouri Department of Corrections.
 - c. The Contractor shall cooperate with the TCC regarding mandatory Department Orientation and Training of all assigned offender work crew supervisors prior to actually assuming job assignments, tasks, and duties outlined herein.
- 2.4 The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender or offender on offender sexual harassment, sexual assault, sexual abuse, and consensual sex.
- a. Any contractor or contractor's employee who witnesses any form of sexual misconduct must immediately report it to the TCC Warden or Work Release Coordinator. If a contractor or contractor's employee fails to report, or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the agreement or, at the Department's sole discretion, require the contractor to remove the employee from supervising offenders under the agreement.
 - b. Any contractor, or its employee, who engages in sexual abuse shall be reported to law enforcement agencies and licensing bodies, as appropriate.
- 2.5 Regarding all property assigned and/or belonging to the Contractor, the Missouri Department of Corrections shall not be liable in the event of loss or shrinkage of, or damage to, any materials, equipment, supplies, or items of value.

- 2.6 All records deemed necessary and appropriate by the Missouri Department of Corrections within customary legal limits shall be provided by the Contractor as mutually agreeable. Such records shall also be made available for audit by the Missouri Department of Corrections' Internal Auditor and/or the Missouri State Auditor.
- 2.7 The TCC Work Release Coordinator or designee of the TCC Warden shall coordinate and monitor the progress and activities of the program and coordinate all oversight activities, as well as attend meetings relating to the program as deemed necessary by either party.
- 2.8 As may be applicable, the placement of offenders, their assignment, transfer, movement, and/or dismissal from any segment of the program shall be at the sole discretion of the TCC Warden and/or designee. Accordingly, targeted offenders (offender work crew participants) shall be received, accepted, and assigned under the following conditions:
 - a. Classification and assignment of offenders shall be under the control of the TCC.
 - b. On an annual basis and as mutually agreeable, employees who supervise offender workers shall be provided training and orientation deemed appropriate by the Department, based on the service to be provided pursuant to this agreement.
 - c. The Contractor, working in concert with the TCC, agrees to provide continuous surveillance and monitoring of all offender work crew activity while on work assignment. Immediate notification of any unusual events or behavior observed by designated supervising employees and/or its designees, which may indicate a threat to public safety or continued operation of the work detail shall be directed to the TCC Warden, TCC Chief of Custody, TCC Work Release Coordinator, and/or their designees. The parties herein agree that guidelines set forth in section 221.111 RSMo shall be communicated to their agency staff, and that any suspicion or feedback of a possible infraction shall be documented and copied immediately to the TCC Warden and/or designee.
 - d. A staffing ratio of at least one (1) supervising staff person to ten (10) offenders, or less, shall be maintained at all times while on work detail.
 - e. If required and/or deemed necessary by the facility Warden, TCC shall provide individual radios to the escorting correctional staff in an effort to assist in maintaining adequate surveillance and improve communications throughout the work shift. All communication equipment must be maintained in operable condition throughout the work shift.
 - f. The parties agree that work locations for offenders shall be limited to the buildings and/or grounds comprising a work site and restricted to those areas associated with the subject program and services. Any and all offender absences from authorized and assigned work locations must be reported to the TCC Control Center immediately.
 - g. While on work detail assignment, all offenders, their work location, the vehicles utilized for transportation of offender work crews, and all areas accessible by offenders shall be subject to search by an appropriate correctional authority.

- h. Offenders assigned to work crews shall not be involved with the burning of any materials whatsoever. In addition, offenders are not to be involved with use or handling of any explosive.
- i. Offenders assigned to work crews shall not operate trucks, automobiles, or any other motor vehicle requiring a Missouri Driver's License. Offenders shall not be allowed to ride in the bed of any truck during transportation.
- j. The parties agree to conduct themselves in accordance with Missouri Department of Corrections Policy D2-11.10 (See Attachment 1- Staff Conduct) regarding all work activities, professional conduct, and supervisory relationship involving work crew offenders.
- k. Offender contact with members of the general public must be kept to a minimum. The designated supervisor must strictly monitor any direct or indirect contact with the public at all times.
- l. Work crew numbers ("detail size") shall be as outlined herein and assigned dependent on volume of work, productivity, and security requirements. The Contractor shall provide 48 hours prior notification regarding any required change in the detail size. TCC agrees to make every effort to accommodate the needs of the Contractor; however, the TCC Warden and/or designee shall maintain the right to adjust work crew size for safety and security reasons. This decision shall be final and without recourse.
- m. All offenders must be in possession of a current Missouri Department of Corrections offender identification card.
- n. The TCC Warden and/or designee shall provide work crew participants appropriate state issued clothing to include t-shirts, boxer underwear, gray shirts, gray trousers, socks, boots. For offenders performing duties outdoors during winter months, the TCC Warden and/or designee should provide work crew participants with winter gear including gloves, a coat and a stocking cap. Any additional gear deemed necessary by work crew supervisors shall be provided by the contractor and must be approved in advance by the Department of Corrections.
- o. Incidents involving offender workers requiring medical attention shall be reported to the TCC Warden and/or designee immediately. Routine and non-emergency medical needs shall be managed by correctional staff and referred to the on-site TCC Medical Administrator and/or designee. Emergency medical needs shall be managed utilizing either on-site TCC Medical Services or community resources, whichever is determined to be prudent under the circumstances. In either instance, the Contractor staff shall accompany/assist, maintain, watch over, and/or supervise offender workers until relieved by TCC correctional staff. In all instances, the TCC Warden and/or designee and the TCC Medical Administrator must be notified immediately when the health and welfare of any offender worker is questionable. Accident reports shall be submitted by the contractor to the TCC Safety Manager within 24 hours of any incident.

- p. The TCC Warden and/or designee shall direct that on-site meals are prepared within TCC and provided at the work site, including a beverage, for the offender workers. No unauthorized food or drink, including intoxicants and/or substances of abuse shall be provided to offender work crew members. All serving utensils provided by either party shall be monitored, inventoried, retrieved and secured following individual meals.
- q. The TCC Warden agrees to replace workers upon receipt of notice from the Contractor supervisors. Replacement workers will be dependent upon availability of eligible candidates. Offenders absent for limited periods will not be replaced.
- r. The Contractor shall provide all equipment and supplies required by its staff and offender work crewmembers under supervision for the provision of all services outlined herein. Equipment and supplies shall include, but may not necessarily be limited to, all materials, cleaning supplies, tools and machine parts, repair of equipment and/or replacement, insect repellent, sunscreen, and/or replenishment of supplies necessary to perform the assigned task.
- s. The Contractor shall provide safe working conditions. The Contractor shall provide training, instruction and supervision for all offender workers in the safe and appropriate use and handling of all materials, supplies, tools, equipment, machinery, and facilities used to perform all worker assignments. Retraining and additional supervision shall be provided as necessary to insure the safety of workers and the public. The Contractor shall provide documentation of all training to the TCC Warden and/or designee within five (5) working days following completion of any training program (class) or retraining.

Specific Terms and Conditions

- 3. The parties herein agree that services shall be provided on an as needed, if needed basis, with the exception of designated state holidays, and other times as may be deemed in the best interest of either party.
 - 3.1 TCC will provide up to fifteen (15) offenders for the work agreement. However, the number of offenders assigned at any given time shall be dependent on the availability of qualified offenders and shall be at the discretion of the TCC Warden.
 - 3.2 Offenders will be assigned to the following shifts:
 - Monday through Friday, 7:00 a.m. – 4:00 p.m., with a thirty (30) minute lunch break.
 - 3.3 Services provided may be interrupted when security or emergency situations occur within the institution or the State of Missouri. The TCC Warden shall have the sole discretion as to whether these situations require the interruption of offender work release.
 - 3.4 Offenders assigned to the work crew pursuant to this agreement will primarily engage in the following duties:
 - General Maintenance
 - Street repair and roadside maintenance

- 3.5 Offenders will be assigned to work within the city limits of the City of Sedalia.
- 3.6 The Contractor agrees to transport offender work crew participants to and from the worksite on a daily basis, exclusive of state and/or federal holidays, except in those times where emergencies preclude the availability of workers. Offenders are not to be picked up prior to 7:30 a.m.
- 3.7 The Contractor shall notify TCC Control Center at least twenty-four (24) hours in advance of any shift cancellation.
- 3.8 Transportation staff shall sign a daily out count showing the number of offender workers received in the morning and the number of offender workers returned to TCC in the evening. A copy of the out count shall be retained by TCC.

Payment & Invoice

4. Payment and Invoice processing shall be subject to the following:
 - 4.1 Payment of taxes, FICA, and any statutorily required employee benefits shall be the responsibility of the Contractor.
 - 4.2 Neither agency shall be responsible for additional displacement expenses of the other as a result of this cooperative effort. Displacement expenses are defined as those expenses associated with travel, meals, lodging, communications, and/or other expenses resulting from work requirements and/or attendance at one or more training events.
 - 4.3 The Contractor agrees to pay the Missouri Department of Corrections in accordance with the following schedule:

The Contractor will compensate offender workers \$7.50 per eight (8) hour shift. Offenders shall be compensated \$7.50 for any shift under four (4) hours in duration, including the cancellation of a shift once offenders have been delivered to a work site. No shift shall exceed eight (8) hours without prior approval from the Department.
 - 4.4 The Contractor shall submit time cards by the second business day of every month to the TCC.
 - 4.5 Upon receipt of the invoice sent from the Department, the Contractor shall pay the invoice within thirty (30) calendar days. In the event the Contractor is a Missouri state government agency, SAM II vendor number E931422700-0 shall be utilized for payment processing. Payments shall be sent to the Missouri Department of Corrections, Offender Finance Office, P.O. Box 1609, Jefferson City, Missouri, 65102.

Renewals, Amendments and Termination

5. This agreement contains the entire agreement and understanding between the parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. No modification, amendment, renewal, extension or other alteration of this agreement shall be effective unless mutually agreed upon in writing by the parties. No breach of any term, provision or clause of this agreement shall be deemed waived or excused unless such waiver of consent shall be in writing and

signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, or breach of, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach. The Missouri Department of Corrections shall have the right, at its sole option, to renew the agreement. Unless otherwise amended in writing and approved by both parties, it is agreed to by the parties that this agreement shall terminate on the part of all parties in any of the following events:

- a. At 11:59 p.m. on April 30, 2024.
- b. By failure of the Contractor and/or its staff to abide by all Missouri Department of Corrections rules and regulations.
- c. At the close of thirty (30) days following written notice of intent to cancel by either party, without cause.

Signed and agreed hereto:

Kelvin Shaw, City Administrator
City of Sedalia

Date

Brock Van Loo, Warden
Tipton Correctional Center
Missouri Department of Corrections

Date

Travis Terry, Director
Division of Adult Institutions
Missouri Department of Corrections

Date

ATTACHMENT I

MISSOURI DEPARTMENT OF CORRECTIONS
DEPARTMENT
PROCEDURE MANUAL

D2-11.10 Staff Member Conduct

Effective Date: July 24, 2016

Signature on File

Anne L. Precythe, Department Director

I. PURPOSE: This procedure has been developed to provide staff members with a guideline of professionalism and appropriate conduct.

A. **AUTHORITY:** Sections 217.040 and 217.175 RSMo

B. **APPLICABILITY:** All staff members of the department.

II. DEFINITIONS:

A. **Avoidable Contact:** Any contact with an offender, or ex-offender, or the significant other or family member of an offender that is not authorized as a responsibility of the staff member's position. Avoidable contact includes, but is not limited to:

1. unauthorized oral or written communication,
2. business or social interaction, and
3. other overly familiar act with an offender that includes, but is not limited to,
 - a. giving unauthorized gifts of any nature,
 - b. name calling,
 - c. teasing,
 - d. horseplay,
 - e. joking,
 - f. carrying messages, or
 - g. sharing personal information.

B. **Chief Administrative Officer (CAO):** The highest ranking individual at the worksite and in accordance with the CAO reference document available in the department's computer system. Exception: Staff members at the worksite who do not report to the worksite CAO will be accountable to the deputy or assistant division directors or central office section heads who are in their chain of command.

C. **Discrimination:** Unfair treatment of a staff member based on a protected characteristic such as race, color, ancestry, national origin, sex (including sex-specific conditions such as pregnancy and childbirth and treatment based on non-conformance with sex-stereotypes), age (40 and above), religion, disability, genetic information, sexual orientation, political affiliation, labor organization membership or veteran status.

D. **Ex-Offender:** An offender who has been released from all supervision of any division of the department.

- E. **Family:** For the purpose of this procedure, family shall include:
- a. spouse,
 - b. parents or step-parents and their spouses,
 - c. siblings and their spouses,
 - d. children or step-children and their spouses,
 - e. grandparents or step-grandparents and their spouses,
 - f. grandchildren or step-grandchildren,
 - g. aunt,
 - h. uncle,
 - i. niece,
 - j. nephew, and
 - k. cousin.
- F. **Harassment:** Unwelcome verbal, nonverbal, or physical conduct that offends, denigrates, or shows hostility toward an individual or group based on race, color, ancestry, national origin, sex (including sex-specific conditions such as pregnancy and childbirth and treatment based on non-conformance with gender-stereotypes), age (40 and above), religion, disability, genetic information, sexual orientation, political affiliation, labor organization membership or veteran status.
- G. **Immediate Family:** For the purpose of this procedure, immediate family shall include:
1. spouse,
 2. parents or step-parents and their spouses,
 3. siblings or step-siblings and their spouses, and
 4. children or step-children and their spouses.
- H. **Offender:** Any individual under the custody or supervision of any division of the department, including any person confined in a community supervision center.
- I. **Significant Other:** A person who is in a romantic relationship with the offender such as a boyfriend, girlfriend or fiancé.
- J. **Staff Member:** Any person who is:
1. Employed by the department on a classified or unclassified basis (permanent, temporary, part-time, hourly, per diem) and are paid by the State of Missouri's payroll system;
 2. contracted to perform services on a recurring basis within a department facility (i.e., medical services, mental health services, education services, substance abuse services, etc.) pursuant to a contractual agreement and has been issued a permanent department identification card;

3. a volunteer in corrections;
4. a student intern;
5. issued a permanent department identification card or special access in accordance with the department procedure regarding staff member identification.

K. Working Days: Monday through Friday except holidays.

III. PROCEDURES:

A. PROFESSIONAL PRINCIPLES OF CONDUCT

1. In order to pursue organizational excellence staff members are expected to adhere to the following professional principles of conduct:
 - a. strive toward excellence in the day to day work activities;
 - b. treat all persons respectfully, fairly, honestly and with dignity;
 - c. perform duties responsibly;
 - d. empower and assist other staff members to perform their jobs in a responsible manner;
 - e. accept and respect the differences in people;
 - f. work as a team member;
 - g. make ethical decisions and act in an ethical manner;
 - h. hold themselves and all other staff members accountable for their actions;
 - i. abide by the laws;
 - j. be truthful in reports, interviews, during investigations or inquiries and in other dealings with the public and staff members;
 - k. be familiar with and adhere to:
 - (1) the respective job components and job expectations established through the performance appraisal system;
 - (2) the policies and procedures relating to job functions;
 - (3) the employee handbook;
 - (4) the department procedure regarding employee standards;
 - l. to represent to the public the highest moral, ethical, and professional standards and must accept as a condition of employment a code of personal conduct beyond that of a staff member in the private sector or some other public sector positions;
 - m. to create by attitude, dress, language and general demeanor a working environment free from actual or implied discrimination or harassment; and

- n. report inappropriate or retaliatory actions, misconduct, offender or resident abuse, and sexual contact by staff members and offenders or residents to appropriate personnel.
2. All staff have the expectation to protect our citizens, provide property supervision and management of offenders, and to use state resources efficiently and effectively.
3. Supervisors have a higher responsibility as a leader in our department to acknowledge each employee as an individual and to treat them with courtesy, understanding, and respect.

B. UNAUTHORIZED CONTACT WITH OFFENDERS AND EX-OFFENDERS

1. Any of the requirements of this procedure concerning an ex-offender will be effective for one year from the date the offender leaves supervision.
2. Staff members must maintain professional relationships with offenders.
3. Staff members must not knowingly have avoidable contact with:
 - a. an offender,
 - b. an offender's family,
 - c. an offender's legal guardian and spouse,
 - d. an offender's significant other, or
 - e. an ex-offender (this does not include staff members who are ex-offenders).
4. A staff member must provide written notification to the CAO the next day he¹ reports to duty with copies to all supervisors in the chain of command when he:
 - a. discovers that a family member is an offender,
 - b. discovers that a person with whom he has a pre-existing personal relationship becomes an offender,
 - c. discovers that a person with whom he has a personal relationship is an offender or ex-offender, or the immediate family, significant other, legal guardian, or spouse of an offender or ex-offender,
 - d. knowingly has unauthorized contact with an offender, ex-offender, or the immediate family, or significant other, legal guardian, or spouse of an offender, whether at work or outside the worksite; for example, when an offender calls a staff member at home, and
 - e. holds a second job or performs volunteer work which brings him into contact with offenders or ex-offenders, the offender's immediate family, legal guardian, or spouse in accordance with the department procedure regarding secondary employment or volunteer work.
 - f. The CAO will ensure that a copy of this written notification is placed in the employee's working file and official file.
5. Staff members must avoid disclosing any personal information about themselves or other staff to offenders or ex-offenders.

¹ All references in this procedure to the male gender are used for convenience only and shall be construed to include both female and male genders.

D2-11.10 Staff Member Conduct

Effective Date: July 24, 2016

6. Staff members must not give his or a fellow staff member's home or personal cellular telephone number or address to an:
 - a. offender, ex-offender or their
 - (1) immediate family,
 - (2) significant other,
 - (3) legal guardian, or
 - (4) spouse.
7. Staff members must not, except as authorized in the normal course of duty, receive from or give anything to:
 - a. an offender, ex-offender or their
 - (1) immediate family,
 - (2) significant other,
 - (3) legal guardian, or
 - (4) spouse.
8. Staff members shall not remove from, or bring into, any area under jurisdiction of the department any property, message, or any other item for an offender without proper authorization of the division director or designee.
9. The division director or designee may, upon request of a staff member, allow contact between the staff member and an offender, ex-offender or his family, significant other, legal guardian or spouse of an offender, if such contact does not conflict with, compromise, or threaten the operations and mission of the department or the confidentiality of information maintained by the department.
 - a. The division director or designee will provide the staff member with written directions concerning such contact. This will include any reasonable limits or restrictions on any contact approved and with the requirement that if the staff member becomes aware the offender is violating his probation, parole, or conditional release conditions, he will immediately report it to the CAO. If the CAO is not available immediately, the report must be made no later than 24 hours of awareness.
 - (1) Any staff member who fails to follow the limitations or restrictions may be subject to disciplinary action.

C. REPORTING CRIMINAL MISCONDUCT

1. Staff members who are arrested or charged with a criminal offense must immediately notify the CAO or highest ranking staff member available. In this context, immediately means as soon as possible, but no later than the beginning of the next shift worked by the staff member.
2. Staff members are required to report arrests and charges for any felony or misdemeanor, including city or county ordinances, except for minor traffic violations. The written report must be submitted before the end of the next shift worked.

- a. Alcohol or drug related charges and driving while suspended or revoked are not minor traffic violations and must be reported.
 - b. Staff members must report a citation or arrest for a traffic violation that occurs while operating a state vehicle.
 - c. Custody staff members must report the suspension, revocation, or expiration of his motor vehicle operators or chauffeurs license.
 - d. Non-custody staff members whose job requires operating a vehicle, must report the suspension, revocation or expiration of the motor vehicle license that is required.
3. Staff members who are on leave at the time of an incident (or soon thereafter) must provide the written notification as soon as possible, but no later than 3 working days after the event.
 - a. The CAO will determine whether the staff member will be required to report to the worksite.
 - b. A staff member who is on leave, other than administrative leave, will be compensated for the time spent at the worksite required to prepare the written account.
 4. Upon request, staff members must provide written authorization to the CAO to obtain copies of law enforcement reports and other documents concerning the incident. Failure to do so will be considered the same as failure to cooperate with an investigation.
 5. Staff members must notify the CAO in writing about court appearances related to the charge in advance of the court appearance, whenever possible. If advance notification is not possible, staff members must report it as soon as possible, but no later than 3 working days after the court appearance.
 - a. The staff member must notify the CAO in writing of the outcome of each court appearance, (i.e. dismissal of charge, change of charge, inclusion of additional charges, findings and disposition, continuance and date of next appearance).
 - b. The staff member must provide the CAO with a written account of the final disposition of the charge; including any plea that results in a suspended imposition or execution of sentence. The staff member must submit this account before the close of the next working day.
 - c. Upon receipt of a report that a staff member has been arrested or charged, the CAO will promptly notify the division director or designee. The CAO will provide updates as needed to the division director or designee as he receives updates.

D. REPORTING MISCONDUCT

1. Staff members having knowledge of any instances of offender or resident abuse or sexual contact with an offender or resident shall immediately report such to the inspector general in accordance with the department procedures regarding offender physical abuse and offender sexual abuse and harassment.
2. Staff members must immediately report any misconduct through the appropriate chain of command. If there is reason to believe that any staff member in the chain of command may be involved in the alleged misconduct, the staff member should report the matter to the next highest level of management in the department.
3. Staff members shall report actual or attempted theft of department property or the property of others.
4. Staff members shall report any unauthorized possession of state property, loss or damage to state property or the property of others, or endangering state property or the property of others through carelessness.

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5. Staff members shall report any neglect of job responsibility by staff members which may jeopardize the safety and security of the work place.

E. REPORTING MISMANAGEMENT

1. A copy of Section 105.055 RSMo will be posted in locations where it can reasonably be expected to come to the attention of all staff members of the department.

F. ADMINISTRATIVE ACTION ON PENDING FELONY VIOLATIONS

1. Upon arrest for a felony charge, the staff member may be placed on administrative leave in accordance with the department procedure regarding administrative leave.
2. If formal felony charges are filed, the staff member may be placed on suspension pending disposition of the charges in accordance with the department procedure regarding suspension.

IV. REFERENCES:

- | | |
|-------------|--|
| A. | Section 105.055 RSMo |
| B. 931-3469 | Administrative Proceedings Warning |
| C. D1-8.6 | Offender Physical Abuse |
| D. D1-8.13 | Offender Sexual Abuse and Harassment |
| E. D2-9.2 | Suspension |
| F. D2-11 | Employee Standards |
| G. D2-11.1 | Secondary Employment or Volunteer Work |

V. HISTORY:

- | | |
|-----------------------------|----------|
| A. Original Effective Date: | 05/08/89 |
| B. Revised Effective Date: | 04/23/90 |
| C. Revised Effective Date: | 09/15/93 |
| D. Revised Effective Date: | 04/20/99 |
| E. Revised Effective Date: | 05/15/00 |
| F. Revised Effective Date: | 04/06/08 |
| G. Revised Effective Date: | 05/23/09 |
| H. Revised Effective Date: | 12/17/09 |
| I. Revised Effective Date: | 10/05/13 |
| J. Revised Effective Date: | 07/24/16 |



STATE OF MISSOURI
DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE PROCEEDINGS WARNING – CONTRACT STAFF

TO	FROM
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INQUIRY CONCERNS (INCLUDE FACTS, TIME, NAME N AND DATES RELATIVE TO THE INCIDENT IN QUESTION)

I advise you that you are being questioned or required to testify as part of an official investigation of the department. This inquiry involves the above described incident and is in accordance with departmental policies and procedures.

This is not a criminal investigation. You must answer questions related to your knowledge of the facts surrounding this incident.

Refusal to answer questions or testify to matters related to this incident implies you have violated departmental procedures and such refusal is cause for action by the department including not permitting entrance into department institutions and facilities.

The information you provide for this administrative investigation cannot be used against you in any criminal proceeding.

STAFF ISSUING WARNING	TIME	<input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	DATE
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I HAVE READ OR HAD READ TO ME AND I UNDERSTAND THE ABOVE WARNING.

SIGNATURE	DATE
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BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI, APPROVING AND ANNEXING AN UNINCORPORATED AREA OWNED BY E.W. THOMPSON, INC. INTO THE CITY OF SEDALIA, MISSOURI, ADJACENT AND CONTIGUOUS TO EXISTING CORPORATE LIMITS OF SAID CITY.

WHEREAS, it is reasonable and necessary to the proper development of the City of Sedalia, Missouri, and stating that the City of Sedalia, Missouri, has the ability to furnish normal municipal services to said area within a reasonable amount of time after annexation becomes effective; and

WHEREAS, on March 3, 2023, a petition was submitted to the City Council of Sedalia, Missouri, under the provisions of Section 71.012 RSMo. whereby E.W. Thompson, Inc. hereinafter described desires to have said real estate annexed into the corporate limits of the City of Sedalia, Missouri; and

WHEREAS, the City Council of the City of Sedalia, Missouri, held a public hearing on the 20th day of March, 2023, after having first given public notice of said public hearing by publication on March 11, 2023, in *The Sedalia Democrat*; and

WHEREAS, after considering and studying said request for annexation to the City of Sedalia, Missouri, and hearing evidence thereon, the City Council of the City of Sedalia, Missouri, does declare that said annexation is necessary for the reasonable and proper development of the City of Sedalia, Missouri, and that the City of Sedalia has the ability to furnish normal municipal services to said area within reasonable time after said annexation becomes effective and said area is contiguous to the existing corporate limits of the City of Sedalia, Missouri; and

WHEREAS, no written objections to said proposed annexation have been filed with the governing body of the City of Sedalia within fourteen (14) days after said public hearing.

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

Section 1. That under the provisions of Section 71.012 RSMo. the City Council of the City of Sedalia, Missouri, hereby declares that annexation of the land hereinafter described be and is necessary for the reasonable and proper development of the City of Sedalia, Missouri; that the City of Sedalia has the ability to furnish normal municipal service to said area within reasonable time after said annexation becomes effective; that said area is contiguous to the existing corporate limits of the City of Sedalia, Missouri; and should be a part of said City; said tract being a part of Pettis County, Missouri, is more particularly described on Exhibit A attached hereto.

Section 2. The entire tract shall be zoned R-3 Apartment House. The legal description is more particularly described on Exhibit A attached hereto.

Section 3. The City Clerk is hereby ordered and directed to cause three certified copies of this ordinance to be filed with the Office of County Clerk of Pettis County, Missouri, and placed on record with the Pettis County Recorder of Deeds.

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

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

Presiding Officer of the Council

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

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

EXHIBIT A

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 21 WEST, SEDALIA, PETTIS COUNTY, MISSOURI, BEING A PART OF THE LAND DESCRIBED AS TRACT II OF THE QUIT-CLAIM DEED RECORDED IN BOOK 287, PAGE 218 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SURVEY RECORDED AS DOCUMENT #2020-0028 OF THE RECORDS OF PETTIS COUNTY, MISSOURI; THENCE WITH THE WEST LINE OF SAID SURVEY S25°05'10" W, 275.00 FEET; THENCE LEAVING SAID WEST LINE AND WITH THE NORTH RIGHT OF WAY LINE OF A PROPOSED ROAD, N64°54'50" W, 308 FEET+- TO THE EAST RIGHT OF WAY OF A PROPOSED ROAD; THENCE WITH SAID EAST RIGHT OF WAY N25°05'10" E, 802.20 FEET; THENCE S64°54'50" E, 300+- FEET TO THE NORTHWEST CORNER OF A SURVEY RECORDED AS DOCUMENT #2014-2947; THENCE WITH THE LINES OF SAID SURVEY S25°05'10" W, 527.2 FEET; THENCE S64°54'50" E, 8.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.5 ACRES+-.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI, AMENDING ARTICLE III OF CHAPTER 48 OF THE CODE OF THE CITY OF SEDALIA, MISSOURI TO ADD SECTION 48-54 ESTABLISHING A FEE FOR CERTAIN TREE TRIMMING, GRINDING, AND RECYCLING SERVICES.

WHEREAS, The portion of the City’s Materials Management Site (“Site”) that manages tree and brushy vegetation was originally established to allow for collection of materials for use in the biosolids composting process; and

WHEREAS, This Site has provided Sedalia residents, tree services removing trees and vegetation for the City, as well as City crews with a readily available site for disposal of their vegetative yard wastes as such materials are banned from Missouri landfills; and

WHEREAS, There has been a significant increase in the number of commercial businesses bringing or requesting to bring large volumes of tree trimmings and removed trees to the City’s Materials Management Site.

WHEREAS, Many tree removal businesses are traveling to Sedalia to dispose of their vegetative materials as their “home cities” charge a fee for grinding and/or disposal of those materials, and there has been a request from an increasing number of developers and contractors wanting to bring “acres” of removed brushy vegetation and trees to the Management Site; and

WHEREAS, pursuant to Section 71.680, RSMo., the City of Sedalia, Missouri “may provide for the gathering, handling and disposition of garbage, trash, cinders, refuse matter and municipal waste accumulating in such cities either by itself, or by contract with others, and may pay for the same out of general revenues or by collection of charges for such service, and may do such other and further acts as are expedient for the protection and preservation of the public health, as the public health may be affected by the accumulation of trash, cinders, garbage, refuse matter and municipal waste”; and,

WHEREAS, The City Council finds it to be in the best interest for the City that a fee be established for commercial users that covers, at a minimum, the cost of grinding the vegetative material delivered to the site and the City’s managing of the resulting chipped material. The fee for this service would be \$4.00 per cubic yard.

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

Section 1. That **Article III. – Service Charges, of Chapter 48 – Solid Waste** of the Code of the City of Sedalia, Missouri be amended to add a new section, **Section 48-54 – Fees for yard waste and tree trimmings, grinding, and recycling services**, as follows:

Sec. 48-54.

Yard Waste and Tree Trimming Grinding and Recycling Services at the City’s Materials Management Site shall be subject to a fee as detailed in the appendix A, fee schedule.

Section 2. That Appendix A, City Fee Schedule, of the Code of the City of Sedalia, Missouri be amended to add a new section, **Section 48-54 –Yard waste and tree trimmings, grinding, and recycling drop off to City’s Materials Management Site services**,

Code Section	Description	Amount (dollars)
48-54	Yard Waste and Tree Trimming Grinding and Recycling Drop off to City's Materials Management Site Services	
	Grass clippings and leaves	
	• Residential	No charge
	• Commercial	No charge
	Tree trimming	
	• Residential	No charge
	• Residential (rental property)	No charge
	• Commercial	\$4.00 per cubic yard

Section 3. That all other parts and provisions of the City Code not in conflict herewith shall remain in full force and effect unless previously or subsequently amended or appealed.

Section 4. That should any section, sentence or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences, or clauses.

Section 5. That this Ordinance shall be in full force and effect from and after the date of its passage approval.

Section 6. That the City Clerk is authorized by this ordinance to correct any scrivener's errors identified within 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 3rd day of April 2023.

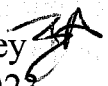
Presiding Officer of the Council

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

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

To: Kelvin Shaw
From: Brenda Ardrey 
Date: March 17, 2023
Subject: Yard Waste and Tree Trimming Grinding and Recycling – Fee for Commercial Service

The portion of the City's Materials Management Site that manages tree and brushy vegetation was originally established to allow for collection of materials for use in the biosolids composting process. This also provided Sedalia residents and the tree service removing trees and vegetation for the City as well as City crews with a readily available site for disposal of their vegetative yard wastes as such materials are banned from Missouri landfills. Public Works has also used this site for collection of tree debris after ice and wind storm events.

Public Works over the past year has seen a significant increase in the number of commercial businesses bringing or requesting to bring large volumes of tree trimmings and removed trees to the City's Materials Management Site. With the presence of both the emerald ash borer in relation to ash trees and oak wilt disease, the volume of vegetative materials generated in the city limits and in other areas is not expected to decrease in coming months. Many tree removal businesses are traveling to Sedalia to dispose of their vegetative materials as their "home cities" charge a fee for grinding and/or disposal of those materials. Additionally, we have had contact from land developers and their contractors wanting to bring "acres" of removed brushy vegetation and trees to the Management Site.

The volume of materials now coming to the City's Materials Management Site exceeds the volume of chipped material needed for the composting process. Historically, any excess chips have been offered to City residents for use in their yards and gardens. Additionally, a company periodically will buy a truck load or two of the chipped materials for use in their finished product. If the volume of chips continues at the current rate, additional uses for the chipped material will need to be found.

Public Works is recommending that a fee be established for commercial users that covers, at a minimum, the cost of grinding the vegetative material they deliver to the site and the City's managing of the resulting chipped material. The fee requested for this service would be \$4.00 per cubic yard.

There would be no charge to City of Sedalia residential customers and for property owners clearing vegetation from their residential rental properties as shown in the below table.

Code Section	Description	Amount (dollars)
48-54	Yard Waste and Tree Trimming Grinding and Recycling Services	
	Grass clippings and leaves	
	• Residential	No charge
	• Commercial	No charge
	Tree trimming	
	• Residential	No charge
	• Residential (rental property)	No charge
	• Commercial	\$4.00 per cubic yard

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 2024.**

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 2024 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 2024 annual budget.

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

Section 1. Expenditures from the City's Water Fund must be increased by a total of \$20,900 above the amount authorized in the adopted annual budget for Fiscal Year 2024. An amendment to increase said budget is necessary for the following facts and reasons:

- A. Routine cleaning and inspection not completed in FY23, as planned.

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 April 3, 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 2023-2024
REGARDING WATER TOWER TANK CLEANING AND INSPECTION.**

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

Section 1. The 2023-2024 fiscal year budget beginning April 1, 2023 and ending March 31, 2024 is hereby amended to modify certain budgeted line items as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

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

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

Presiding Officer of the Council

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

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
City of Sedalia
FY24 Budget Amendment Water Tower Tank Cleaning and Inspections

Account / Description	Current Budget	Change	Amended Budget	Comments
Expenditures / Uses of Funds				
Fire				
62-72-222-70 Repairs - Filtration Plant (Clearwell)	58,000.00	3,800.00	61,800.00	Tower/Tank Cleaning and Inspection bid higher than projected
62-72-222-72 Repairs - Water Tower Main Street	19,745.00	7,600.00	27,345.00	Tower/Tank Cleaning and Inspection bid higher than projected
62-72-222-73 Repairs - Water Tower Road	-	4,500.00	4,500.00	Tower/Tank Cleaning and Inspection bid higher than projected
62-72-222-74 Repairs - Waterloo Tank	3,400.00	5,000.00	8,400.00	Tower/Tank Cleaning and Inspection bid higher than projected
Total Expenditure Change		<u>20,900.00</u>		
		<u>(20,900.00)</u>		Net Increase (Decrease) In Projected Fund Balance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR WATER TOWERS/TANKS CLEANING AND INSPECTIONS.

WHEREAS, the City of Sedalia, Missouri issued a Request for Qualifications for professional services pursuant to state law and had five bidders for cleaning and inspection services for the water towers and tanks as follows:

- Viking Painting, LLC,
- KLM Engineering,
- Maguire Iron, Inc.,
- Underwater Solutions, Inc., and
- Dixon Engineering, Inc.; and

WHEREAS, the City of Sedalia, Missouri has the need from time to time for such services and upon evaluation of the request for qualifications responses and as the selected bidder is the low bidder wishes to enter into an agreement with Viking Painting, LLC, for such services; and

WHEREAS, under the proposal, and as consideration therefore, the City of Sedalia, Missouri, shall pay the sum and amount of not to exceed Twenty Thousand Nine Hundred Dollars (\$20,900.00) to Viking Painting, LLC for said services as more fully described in the agreement attached to this Ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby authorizes the agreement by and between the City of Sedalia, Missouri and Viking Painting, LLC 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 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 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 3rd day of April 2023.

Presiding Officer of the Council

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

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

**CONTRACT AGREEMENT
BY AND BETWEEN
THE CITY OF SEDALIA, MISSOURI AND
VIKING PAINTING, LLC**

This agreement made and entered into this 4th day of April, 2023, by and between the City of Sedalia, Missouri, hereinafter referred to as the "City" and Viking Painting, LLC, hereinafter referred to as the "Contractor" whose principal place of business is located at 10905 Harrison Street, La Vista, Nebraska 68128.

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

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

Kelvin L. Shaw, City Administrator
City of Sedalia

Authorized Representative
Viking Painting, LLC

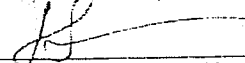
ATTEST:

Jason Myers
City Clerk

CITY OF SEDALIA
 IFB 2023-014
 Water Towers and Ground Storage Tanks Cleanouts and Inspections

SECTION 5 BID FORM

SUBMITTED BY: Viking Painting, LLC
 (Company Name)

BY: 
 (Authorized Person's Signature)

John Snodgrass, Vice President
 (Print or Type Name and Title of Signer)

Pursuant to and in accordance with IFB 2023-014, the above signed hereby declares that they have examined the IFB documents and scope of work listed within the Specifications Section of this IFB provided by the City and the bidder's response. The above signed bids and agrees, if their bid is accepted, to furnish the item(s)/service(s) submitted below, including delivery to Sedalia, Missouri in accordance with the delivery schedule indicated below and according to the prices for products/services information submitted by the Bidder.

Item No.	Description	Qty.	Unit Price	Extended Price
1.	16 th Street Hydropillar LUMP SUM FOR ALL COSTS RELATED TO CLEANOUT, INSPECTION AND REPORTING.	LS	<u>\$4,500.00</u>	<u>\$4,500.00</u>
2.	Main Street Tower LUMP SUM FOR ALL COSTS RELATED TO CLEANOUT, INSPECTION AND REPORTING INCLUDING COSTS RELATED TO PROVISION OF A 2,500 GALLON PORTABLE HYDRO-PNEUMATIC POTABLE WATER STORAGE TANK TO ENSURE SYSTEM PRESSURE IS NOT ADVERSELY AFFECTED BY THE TOWER BEING OFF-LINE. (NOTE: The portable storage tank shall be in place and monitored for 48 hours prior to tower being taken out-of-service to ensure that system pressure remains stable.)	LS	<u>\$7,600.00</u>	<u>\$7,600.00</u>
3.	Waterloo Ground Storage Tank LUMP SUM FOR ALL COSTS RELATED TO CLEANOUT, INSPECTION AND REPORTING	LS	<u>\$5,000.00</u>	<u>\$5,000.00</u>
4.	Clearwell Ground Storage Tank LUMP SUM FOR ALL COSTS RELATED TO CLEANOUT, INSPECTION AND REPORTING	LS	<u>\$3,800.00</u>	<u>\$3,800.00</u>
GRAND TOTAL				<u>\$20,900.00</u>

CITY OF SEDALIA
IFB 2023-014
Water Towers and Ground Storage Tanks Cleanouts and Inspections

AFFIDAVIT OF COMPLIANCE

To be submitted with bidder's response to this IFB for Water Towers and Ground Storage Tanks Cleanouts and Inspections.

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

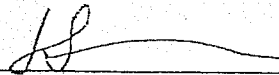
We TAKE exception to the IFB Documents/Requirements as follows:

Specific exceptions are as follows: _____

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

Company Name Viking Painting, LLC

ADDENDA

By 
(Authorized Person's Signature)

Bidder acknowledges receipt of the following addendum:

John Snodgrass, Vice President
(Print or type name and title of signer)

Addendum No. 1

Addendum No. 2

Company Address 10905 Harrison Street

Addendum No. _____

La Vista, NE 68128

Addendum No. _____

Addendum No. _____

Telephone Number 833-847-8265

Email bids@viptanks.com

Fax Number: n/a

Federal Tax ID No. 83-0944062

Date: 02/22/2023

Bid Tabulation

Water Towers & Ground Storage Tanks Cleanouts & Inspections

February 23, 2023 2:00 p.m.

Council Chambers

	Viking Painting, LLC Attn: Cody Hargrove 10905 Harrison Street La Vista, NE 68128			KLM Engineering Attn: Dewey Prinzing 1976 Wooddale Drive, Ste 4 Woodbury, MN 55125		Maguire Iron, Inc Attn: Pete Muntzel 1610 N. Minnesota Ave Sioux Falls, SD 57104		Underwater Solutions, Inc Attn: David Cornish 4 Church st Ext Mattapoisett, MA 02739		Dixon Engineering, Inc Attn: Tim Wilson 4811 S. 76th St, Ste 109 Greenfield, WI 53220	
	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
16th Street Hydropillar	LS	4,500.00	4,500.00	4,000.00	4,000.00	15,250.00	15,250.00	9,750.00	9,750.00	9,250.00	9,250.00
Main Street Tower	LS	7,600.00	7,600.00	8,900.00	8,900.00	5,000.00	5,000.00	9,750.00	9,750.00	13,250.00	13,250.00
Waterloo Ground Storage Tank	LS	5,000.00	5,000.00	6,000.00	6,000.00	5,000.00	5,000.00	9,750.00	9,750.00	9,250.00	9,250.00
Clearwell Ground Storage Tank	LS	3,800.00	3,800.00	5,000.00	5,000.00	8,000.00	8,000.00	9,750.00	9,750.00	9,250.00	9,250.00
GRAND TOTAL			\$20,900.00		\$23,900.00		\$33,250.00		\$39,000.00		\$41,000.00
Acknowledge Addendum 1 & 2			Yes		Yes		Yes		Yes		Yes
Bid Bond			Yes		Yes		Yes	5% Check in lieu of Bid Bond			Yes
E-Verify			Yes		Yes		Yes	Yes			No
Notes:				Fee for lead & chromium collection & testing is add'l \$500.00 if requested. Fee for gasket installation on state required wet access manway is \$100.00. KLM can replace manway gaskets for \$500/gasket. Add'l monitoring \$750/day. Insurance Coverage Increase add'l \$1,000.		Price doesn't include offsite sediment disposal; Add'l days \$5000/day plus equipment.					

To: Kelvin Shaw and Jessica Pyle
Through: Brenda Ardrey *BA*
From: David Murray *DM*, William Bracken *WB*
Date: March 29, 2023
Subject: Water Division Budget Modification to include in FY 2024 and
Approval of Water Towers/Tanks Cleaning and Inspection (4)

The Public Works Department is requesting City Council approval of the below budget modification to allow for permit required tower/tank cleanings and inspections. The requirement is for cleanings and inspections to occur no less frequently than every 2 to 5 years. The towers/tanks were last cleaned and inspected during 2019.

During the FY 2023 budget process \$12,000 was originally budgeted for tower/tank cleaning and inspection. In response to IFB 2023-14, Public Works received five (5) bids from Viking Painting, LLC, KLM Engineering, Maguire Iron, Inc., Underwater Solutions, Inc., and Dixon Engineering, Inc. The low bid was received from Viking Painting, LLC for \$20,900. After checking Viking's references provided in their bid response, the references were satisfied with their job performance.

We are asking for a budget modification to allow for these cleanings/inspections to proceed to ensure compliance timeframes are met and any repairs are completed prior to the next sanitary survey by the Missouri Department of Natural Resources which will occur in 2024.

Budget Modification Amounts:

62-72-222-70 Repairs-Filtration Plant (Clearwell) \$3,800
62-72-222-72 Repairs-Water Tower Main Street \$7,600
62-72-222-73 Repairs-Water Tower Road \$4,500
62-72-222-74 Repairs Waterloo Tank \$5,000

Thank you for your consideration of this contract award.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN EXTENSION TO THE AGREEMENT FOR ON-SITE GENERATOR MAINTENANCE, INSPECTION AND REPAIR SERVICES.

WHEREAS, the City of Sedalia, Missouri has received a proposal to extend the Agreement by and between the City of Sedalia, Missouri and Martin Energy Group for on-site generator maintenance, inspection and repair services for an additional year in accordance with the original agreement as more fully described in the agreement; and

WHEREAS, under the proposal, the City of Sedalia, Missouri shall pay Martin Energy Group the sum and amount of Twenty-Seven Thousand Fifteen Dollars (\$27,015.00) 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 Martin Energy Group as the Agreement has been proposed.

Section 2. The City Administrator is authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri on the 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 3rd day of April 2023.

Presiding Officer of the Council

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

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

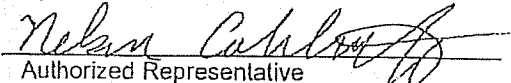
ON-SITE GENERATOR MAINTENANCE, INSPECTION AND REPAIR
CONTRACT AGREEMENT – AMENDMENT #1
BY AND BETWEEN
THE CITY OF SEDALIA, MISSOURI AND
MARTIN ENERGY GROUP

This agreement made and entered into this 3rd day of April, 2023, by and between the City of Sedalia, Missouri, hereinafter referred to as the "City" and Martin Energy Group, hereinafter referred to as the "Contractor" whose principal place of business is located at 70150 Highway 50, Tipton, MO 65081.

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

Any modification and supplementation of the Contract and this Amendment #1 shall be upon written agreement of the duly authorized representatives of the contracting parties. No provision in the Contract and this Amendment #1 shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Contractor. This agreement is for the period April 1, 2023 through March 31, 2024.

Kelvin L. Shaw, City Administrator
City of Sedalia



Authorized Representative
Martin Energy Group

ATTEST:

Jason Myer
City Clerk

Original Contract with added material where highlighted.

List of Public Works On-site Generators

Item No.	Location	Manufacturer	Fuel Type	Model #	Serial #	KW	Year Installed
1	3000 W. Main St.	Kohler (John Deere)	Diesel	40R0ZJ71	328954	40	1993
2	4104 W. Main St.	Kohler (Ford)	Natural Gas	20RZ82	393711	19	1997
3	3420 W. 32nd St.	Kohler (John Deere)	Diesel	100R0ZJ81	356157	100	1995
4	23534 Hwy B	Kohler (John Deere)	Diesel	100RE0ZID	2192200	100	2009
5	21230 Main Street Road - Pelham Drive (Being moved.)	Onan (Cummings)	Diesel	100DGDB	F970640755	100	2007
6	Pelham Drive (new)	Generac	Diesel	SD-100	Not Available	100	2022
7	3700 W. 16th St.	Onan (Cummings)	Diesel	DGBB5007070	L010315906	35	2001
8	3000 W. Main St., Suite 300	MTU	Diesel	DS00600D6SRAH148	4356786-1-2-0213	600	2013
9	26999 Goodwill Chapel Rd.	MTU	Diesel	DS00600D6SRAH148	4356786-1-1-0213	600	2013
10	901 E. 3rd St.	Onan (Cummings)	Diesel	DGFC5699457	L040727781	80	2004
11	Oak Grove Lane near Main St. (rear property)	Generac Duplicate	Diesel	SD-100	Not Available	100	2022
12	Central Regional Lift Station (new)	Generac	Diesel	SD-100	Not Available	100	2022
13	27882 Highway U	Generac	Diesel	SD0150KG176.7D18HPYY	9860318	150	2015
14	2800 S. New York	Kohler	Diesel	500RE0ZJB	SGM32GLSM	500	2016
15	28200 Waterworks Rd	Caterpillar	Diesel	C18	EKW00132	600	2009
16	28200 Waterworks Rd	Caterpillar	Diesel	D150	N6D03030	150	2013
17	1498 Waterloo Rd	Caterpillar	Diesel	D175	N6D03029	175	2013
18	1705 Boonville Rd	Caterpillar	Diesel	175	N6D02182	175	2015
19	3705 W. 16th	Caterpillar	Diesel	D150	E6L00419	150	2015

Note: Item #5 is being removed from service at the Pelham Drive Lift Station and will be moved and be placed in service at the Heard & Saline Lift Station.

3

List of Facilities Maintenance On-site Generators

Item No.	Location	Manufacturer	Fuel Type	Model #	Serial #	KW	Year Installed
20	600 S. Hancock	Onan (Cummins)	Diesel	DGCG5699456	L040727780	80	2004
21	2606 W. 16th St.	Generac	Diesel	SD0175GG1767D18HPYY	8229130	175	2014
22	200 S. Osage	Caterpillar	Diesel	3006	09NR02554	250	1998
23	300 W. 3rd St.	MTU	Diesel	8V1600 DS400	95010500427	400	2019
24	107 W. Pacific St.	MTU	Diesel	284CSL1542-1	702958 11-08	25	Unknown



FEE SCHEDULE FOR SEMI-ANNUAL AND ANNUAL INSPECTION

Provide a lump sum fee for the semi-annual and annual inspections at each location

Lump sum to be inclusive of travel time. Separate charge for travel is not allowable under this Agreement.

Maintenance and inspection begins upon arrival at City work site.

PUBLIC WORKS

Item No.	Manufacturer	Fuel Type	Model #	KW	Unit	No. of Units	Current Unit Price	Extended Price
1	Kohler (John Deere)	Diesel	40R0ZJ71	40	Semi-annual	1	260	
					Annual	1	350	
2	Kohler (Ford)	Natural Gas	20RZ82	19	Semi-annual	1	260	
					Annual	1	315	
3	Kohler (John Deere)	Diesel	100R0ZJ81	100	Semi-annual	1	280	
					Annual	1	460	
4	Kohler (John Deere)	Diesel	100RE0ZID	100	Semi-annual	1	280	
					Annual	1	460	
5	Onan (Cummins)	Diesel	100DGDB	100	Semi-annual	0	280	
					(Note: In process of being moved.)			
6	Generac	Diesel	SD-100	100	Semi-annual	1	280	
					Annual	1	490	
7	Onan (Cummins)	Diesel	DGBB5007070	35	Semi-annual	1	260	
					Annual	1	355	
8	MTU	Diesel	DS00600D6SRAH148	600	Semi-annual	1	370	
					Annual	1	1,960	
9	MTU	Diesel	DS00600D6SRAH148	600	Semi-annual	1	370	
					Annual	1	1,960	
10	Onan (Cummins)	Diesel	DGFC5699457	80	Semi-annual	1	280	
					Annual	1	445	
12	Generac	Diesel	SD-100	100	Semi-annual	1	280	
					(Note: Unit 11 and Unit 12 were duplicates.)			
13	Generac	Diesel	SD0150KG176.7D18HPYY	150	Semi-annual	1	300	
					Annual	1	800	

Item No.	Manufacturer	Fuel Type	Model #	KW	Unit	No. of Units	Unit Price	Extended Price
14	Kohler	Diesel	500RE0ZJB	500	Semi-annual	1	370	
					Annual	1	1,040	
15	Caterpillar	Diesel	C18	600	Semi-annual	1	370	
					Annual	1	1,215	
16	Caterpillar	Diesel	D150	150	Semi-annual	1	300	
					Annual	1	635	
17	Caterpillar	Diesel	D175	175	Semi-annual	1	300	
					Annual	1	640	
18	Caterpillar	Diesel	175	175	Semi-annual	1	300	
					Annual	1	1,270	
19	Caterpillar	Diesel	D150	150	Semi-annual	1	300	
					Annual	1	1,240	
TOTAL						35	20,125	

Note: Unit Prices must be provided for all units including those identified as No. of Units at 0.

FACILITIES MAINTENANCE

Item No.	Manufacturer	Fuel Type	Model #	KW	Unit	No. of Units	Unit Price	Extended Price
20	Onan (Cummings)	Diesel	DGCG5699456	80	Semi-annual	1	280	
					Annual	1	765	
21	Generac	Diesel	SD0175GG1767D18HPYY	175	Semi-annual	1	280	
					Annual	1	1,485	
22	Caterpillar	Diesel	3006	250	Semi-annual	1	300	
					Annual	1	1,490	
23	MTU	Diesel	8V1600 DS400	400	Semi-annual	1	370	
					Annual	1	1,285	
24	MTU	Diesel	284CSL1542-1	25	Semi-annual	1	275	
					(Note: New unit.)	Annual	1	310
TOTAL						10	10,890	

Original Contract

ADDITIONAL ITEMS

Over-time hour: On-site repair labor rate not covered by above maintenance inspection per hour rate
\$ 80.00.

Holiday hour: On-site repair labor rate not covered by above maintenance inspection per hour rate
\$ 120.00.

Materials: OEM authorized parts, components, assemblies and consumables at Source's Current Published List
Price less N/A % discount.

Warranty: Shall warranty installed parts, labor and travel for 90 days.

Routine Service Response Time (Business Hours): Time from call received until arrival on-site
1 day hour(s)/day(s) after request.

Emergency Response Time: Time from call received until arrival on-site 3 hours
minutes/hour(s) after request.

To: Kelvin Shaw
From: Brenda Ardrey *BA*
Date: March 29, 2023
Subject: Contract Extension Martin Energy Group for On-Site Generator Maintenance, Inspection and Repair

In 2021, Public Works Department bid for generator maintenance services. The initial contract was awarded for sixteen months Dec., 2021 through Mar., 2023 and allowed for up to four additional one-year extensions. Martin Energy Group was awarded the contract and has successfully completed the work.

The Public Works Department recommends the City Council approve a one year extension of this contract to Martin Energy Group. The total contract extension requested for approval is \$27,015.00.

BILL NO. _____

ORDINANCE NO. _____

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

WHEREAS, the Sedalia Fire Department applied for and was awarded a grant from the Missouri Department of Public Safety, Office of Homeland Security, toward the purchase of 5 APX 8000 dual band hand held radios and 2 APX 8500 truck radios, and;

WHEREAS, the City of Sedalia, Sedalia Fire Department shall receive a grant in an amount up to Twenty Thousand Dollars (\$20,000.00) from the Missouri Department of Public Safety, Office of Homeland Security, to purchase said equipment. This grant is a 50/50 match grant up to \$20,000.00.

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 the Missouri Department of Public Safety, Office of Homeland Security, toward the purchase of 5 APX 8000 dual band hand held radios and 2 APX 8500 truck radios.

Section 2. The Mayor 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 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 3rd day of April 2023.

Presiding Officer of the Council

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

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk



Missouri Department of Public Safety
 Office of Homeland Security
 Division of Grants
 P.O. Box 749, Jefferson City, MO 65101
 Telephone: 573-526-6125 Fax: 573-526-9012

SUBAWARD AGREEMENT

SUBRECIPIENT NAME Sedalia Fire Department		DATE 03/13/2023	
ADDRESS 200 S. Osage		FEDERAL IDENTIFICATION NUMBER SLFRP4542	OHS CONTROL NUMBER FPG214
CITY Sedalia		STATE MO	ZIP CODE 65301
TOTAL AMOUNT OF THE FEDERAL AWARD \$40,000.00		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$20,000.00	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$20,000.00		TOTAL APPROVED COST SHARING OR MATCHING \$20,000.00	
PROJECT PERIOD FROM 12/1/2022	PROJECT PERIOD TO 06/30/2026	FEDERAL AWARD DATE 05/10/2021	
PROJECT TITLE SFY23 ARPA FPG - Sedalia Fire Department		FUNDED BY American Rescue Plan Act	
FEDERAL AWARDOING AGENCY Department of Treasury	PASS THROUGH ENTITY MO Office of Administration/MO Department of Public Safety	IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 21.027		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement	

CONTACT INFORMATION

OHS GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME Joanne Talleur		NAME Matthew Irwin, Chief	
E-MAIL ADDRESS Joanne.Talleur@dps.mo.gov		ADDRESS (If different from above) 2606 West 16 th St	
TELEPHONE (573) 522-2851		CITY, STATE AND ZIP CODE Sedalia, MO 65301	
PROGRAM MANAGER Joni McCarter		TELEPHONE 660-826-8044	E-MAIL ADDRESS mirwin@cityofsedalia.com

SUMMARY DESCRIPTION OF PROJECT

The American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) Fire Protection Grant (FPG) provides grant funding for fire protection entities for fire protection/service activities.

AWARDING AGENCY APPROVAL

SUBRECIPIENT AUTHORIZED OFFICIAL

TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Andrew Dawson, Mayor	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE

THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT Sedalia Fire Department
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Article I – Missouri Department of Public Safety, Specific

By accepting this award, the subrecipient agrees:

1. All contractual provisions required by the Missouri Office of Administration and Department of Treasury are set forth in the Memorandum of Agreement (MOA) in Appendix I. Subrecipients shall comply and include each of these provisions in any subcontract that subrecipient enters into under this subaward. Except when the subaward provides more restrictive terms, all of the Missouri Office of Administration and Department of Treasury mandated terms will be deemed to control in the event of a conflict with other provisions contained in the subaward. Subrecipients shall not perform any act, fail to perform any act, or refuse to comply with any Missouri Department of Public Safety (DPS) requests that would cause the DPS to be in violation of Appendix I.
2. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DPS, you must request instructions from DPS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
3. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
4. For Contractual Services the following general requirements must be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period and contain all applicable Federal contract provisions as found in 2 CFR Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
 - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to DPS for review or be readily available for review prior to execution of the contract.
5. DPS reserves the right to terminate any contract entered into as a result of this award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all

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documents, data, and reports prepared by the subrecipient under the contract shall, at the option of DPS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

6. In the event DPS determines that changes are necessary to the subaward document after a subaward has been made, including changes to the period of performance or terms and conditions, the subrecipient will be notified of the changes in writing. Once the notification has been made, any subsequent request for funds will indicate the subrecipient's acceptance of the changes to the subaward.
7. Prior written approval from OHS is required prior to making any change to the DPS approved budget for this award.
8. To submit Grant Status Reports to DPS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to DPS within 45 days after the end of the project period.
9. All items that meet the OHS definition of equipment that are purchased with ARPA SLFRF FPG Funds must be tagged "Purchased with U.S. Department of Treasury Funds."
10. Procurement:
The subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition.
 - a. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
 - b. Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
 - c. Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
 - d. Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
 - e. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
 - f. Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.

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11. Buy American:

The subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.

12. Buy Missouri:

The subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

13. Debarment/Suspension:

The subrecipient acknowledges, pursuant to debarment and suspension regulations implemented at 1 CSR 40-1.060, and to other related requirements, that the State does not consider bids submitted by a suspended or debarred vendor. The subrecipient therefore certifies that it will not consider bids submitted by a suspended or debarred vendor for procurements made as a result of this award.

14. Unlawful Employment Practices:

The subrecipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.

15. Discrimination in Public Accommodations:

The subrecipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

16. Monitoring:

The subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the subrecipient assures that all documentation or records relating to this award shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, or any of their authorized representatives immediately upon request. The subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this award.

17. Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

a. National Incident-Based Reporting System (NIBRS), formerly Uniform Crime Reporting (UCR):

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo which

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states each law enforcement agency is required to submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the Department of Public Safety. Agencies that are not compliant at the time of application will only be eligible to apply for grant funds to assist the agency in becoming compliant with Section 43.505 RSMo. For purposes of grant eligibility, law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months since January 1, 2022.

b. Vehicle Stops:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.

c. Police Use of Force Transparency Act of 2021:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.1268 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report.

d. Federal Equitable Sharing Funds:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.

e. DWI Law – Law Enforcement:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.544 RSMo relating to the "DWI Law" and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

f. Data Reporting Requirements:

The subrecipient agrees to complete and submit any data or statistical reports required for this program. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.

g. Body Armor:

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that funds may be used to purchase body armor. Further, the subrecipient understands that body armor purchased with ARPA funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased with must be made in the United States.

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h. Body Armor Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. The subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of claim submission.

i. Body-Worn Camera Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. The subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of claim submission.

j. Rap Back Program Participation:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.030 RSMo. The law enforcement agency shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and will continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.

k. Custodial Interrogations:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

18. Fire protection agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

a. Fire Department Registration:

The subrecipient assures, where the project agency is a fire protection district, fire department, or volunteer fire protection association as defined in Section 320.300 RSMo, its agency is in compliance with Section 320.271 RSMo by completing and filing with the state fire marshal within 60 days after January 1, 2008, and annually thereafter, a fire department registration form provided by the state fire marshal.

b. Turnout Gear Maintenance Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of turnout gear, the fire protection agency must have a policy to document cleaning and maintenance processes and procedures for turnout gear. The subrecipient will be required to forward a copy of such policy(s) and procedure(s) to the Missouri Department of Public Safety at the time of claim submission.

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19. Emergency Medical Service providers must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

a. Ambulance License:

The subrecipient assures, where the project agency has an ambulance service, its agency is in compliance with Section 190.105 RSMo, by holding a currently valid license from the state of Missouri Department of Health and Senior Services for an ambulance service pursuant to the provisions of Sections 190.001 RSMo to 190.245 RSMo.

b. Emergency Medical Response Agency (EMRA) License:

The subrecipient assures, where the project agency is an emergency medical response agency that provides advanced life support or provides the services of an emergency medical response agency that provides advanced life support, its agency is in compliance with Section 190.133(4) RSMo by holding a license by the state of Missouri Department of Health and Senior Services.

20. The subrecipient agency must attend and complete the SFY 2023 ARPA SLFRF FPG Compliance Workshop. No claims will be reimbursed by DPS until a member of the subrecipient agency has completed the Compliance Workshop.

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APPENDIX I – MEMORANDUM OF AGREEMENT

TERMS AND CONDITIONS FOR GRANTEE RECEIPT OF FEDERAL ARPA SFRF FUNDS

I. Use of Funds: **Sedalia Fire Department** (“Grantee”) understands and agrees that the funds disbursed under this grant may only be used in compliance with section 602(c) of the Social Security Act (“Act”), as added by Section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26, and the U.S. Department of the Treasury (“Treasury”)’s regulations implementing that section and guidance, and in compliance with all other restrictions and specifications on use set forth in or applicable through this agreement. Grantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.

Period of Performance: The period of performance for this award begins on **12/1/2022** and ends on **06/30/2026**. Grantee may use funds granted under this agreement to cover eligible costs incurred during the period of performance, but no later than **12/31/2024**.

Reporting: Grantee agrees to comply with any reporting obligations established by Treasury or the State of Missouri (“State”), as it relates to this grant. Those reporting obligations shall include, without limitation, the following: reporting that is necessary for the State to comply with the Treasury’s Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.¹

Maintenance of and Access to Records: Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds. Grantee shall also maintain records and financial documents: 1. sufficient for the State, with respect to the Grantee’s participation in this grant agreement, to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds; and 2. necessary for the State, with respect to Grantee’s participation in this grant agreement, to comply with obligations under 2 C.F.R. Part 200 and any other applicable law. For subrecipients, Grantee shall further maintain all records and financial documents necessary for: 1. Grantee to comply with obligations as a subrecipient under 2 C.F.R. Part 200; and 2. the State to comply with obligations as a pass-through entity under 2 C.F.R. Part 200. The Treasury Office of Inspector General, the Government Accountability Office, their authorized representatives, the State, or its authorized representatives, shall have the right of access to records and documents (electronic and otherwise) of Grantee in order to conduct audits or other investigations or reviews.²

Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to the State, whichever is later. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats. Grantee’s obligations under this section shall include, without limitation, maintenance of the following specified types of records and financial documents: documents that are necessary for the State to comply with the Treasury’s Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.³

¹ For subrecipients, in the case of an additional reporting requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

² For subrecipients, the State’s right of access in this paragraph includes, but is not limited to, the right set forth at 2 C.F.R. § 200.332(a)(5) that “the pass-through entity and auditors [shall] have access to the subrecipient’s records and financial statements as necessary for the pass-through entity to meet the requirements of this part.”

³ For subrecipients, in the case of an additional record-keeping requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

Pre-award Costs: Pre-award costs, as defined at 2 C.F.R. § 200.458, may not be paid with funding from this grant.

Conflicts of Interest: For subrecipients only, Grantee understands and agrees that it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this grant. Grantee must disclose in writing to Treasury or the State, as appropriate, any potential conflict of interest affecting the granted funds in accordance with 2 C.F.R. § 200.112.

Compliance with Applicable Law and Regulations: Grantee agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, guidance issued by Treasury regarding the foregoing, and all other restrictions and specifications set forth in or applicable through this agreement. Grantee also agrees to comply with all other applicable state and federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this grant.

Federal regulations applicable to this grant include, without limitation, the following:

- i. For subrecipients only, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this grant and subject to such exceptions as may be otherwise provided by Treasury. Excepting for-profit subrecipients, Subpart F – Audit Requirements of Uniform Guidance, implementing the Single Audit Act, shall apply to this grant;
- ii. For subrecipients only, Universal Identifier and System for Award Management (“SAM”), 2 C.F.R. Part 25, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- iii. For subrecipients only, Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, and Treasury’s implementing regulation at 31 C.F.R. Part 19, including both the requirement to comply with that part’s Subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference;
- vi. For subrecipients only, Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- vii. For subrecipients only, New Restrictions on Lobbying, 31 C.F.R. Part 21;
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601–4655) and implementing regulations; and
- ix. Generally applicable federal environmental laws and regulations.

Federal statutes and regulations prohibiting discrimination applicable to this grant include,

without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. For subrecipients and local governments only, Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions: The State reserves the right to impose additional conditions or requirements on Grantee's receipt of this grant, as the State deems necessary or advisable, in order to facilitate compliance with any existing or additional conditions or requirements imposed upon the State by Treasury for the State's receipt of ARPA funds. The State also reserves the right to seek recoupment or repayment of this grant in whole or in part, in the event that Treasury seeks recoupment or repayment of payments made to the State, for reasons relating to Grantee's acts or omissions respecting this grant. These reservations are expressed without limitation to any other rights the State may hold, either to impose additional conditions or requirements on Grantee's receipt of this grant or to recoup this grant in whole or in part, under this agreement or other applicable law.

Hatch Act: Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements: Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications: Any publications produced with funds from this grant must display the following language: "This product [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury."

Debts Owed State and Federal Government: Any funds paid to Grantee (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this grant; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Grantee shall constitute a debt owed by the State to the federal government. In such instance, the funds constituting the State's debt to the

federal government shall also constitute Grantee's debt to the State. Debts owed by Grantee to the State must be paid promptly by Grantee. A debt owed the State by Grantee under this agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Grantee knowingly or improperly retains funds that are a debt as defined in this paragraph. The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under the "Remedial Actions" paragraph found in this same section (l) above. The rights of the State as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Grantee.

Disclaimer: In its award of federal financial assistance to the State, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract or subcontract under this award. Furthermore, in its award of federal financial assistance to the State, Treasury also states that the acceptance of this award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this grant.

Protections for Whistleblowers: For grants to subrecipients exceeding \$250,000: In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the statement above includes the following:

- i. a member of Congress or a representative of a committee of Congress;
- ii. an Inspector General;
- iii. the Government Accountability Office;
- iv. a Treasury employee responsible for contract or grant oversight or management;
- v. an authorized official of the Department of Justice or other law enforcement agency;
- vi. a court or grand jury;
- vii. a management official or other employee of the State or Grantee who has the responsibility to investigate, discover, or address misconduct.

Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Increasing Seat Belt Use in the United States: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving: Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State hereby encourages Grantee to adopt and enforce policies that ban

text messaging while driving.⁴

II. By entering into this agreement, Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

Grantee acknowledges that federal Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency ("LEP"). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Grantee's programs, services, and activities.

Grantee agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

Grantee acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and Grantee's successors, transferees, and assignees for the period in which such assistance is provided.

Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.

Grantee shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Grantee shall comply with information requests, on-site compliance review, and reporting requirements.

Grantee shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Grantee shall provide to the State documentation of an administrative agency's or court's

⁴ Section I is based on requirements set forth in Treasury's Coronavirus State Fiscal Recovery Fund Award Terms and Conditions document, executed by the State on July 26, 2021.

findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Grantee and the administrative agency that makes any such finding. If Grantee settles a case or matter alleging such discrimination, Grantee must provide to the State documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, Grantee shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurance section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

Under penalty of perjury, the undersigned certifies that he/she has read and understood this section's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that Grantee is in compliance with the aforementioned nondiscrimination requirements.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.⁵

Signature of Grantee's Authorized Representative

Date

Printed Name of Authorized Representative

⁵ Section II is based on requirements set forth in Treasury's Assurance of Compliance with Civil Rights Requirements document, executed by the State on July 26, 2021

*****THE SECTIONS BELOW APPLY ONLY TO SUBRECIPIENTS*****

III. This grant **Sedalia Fire Department** (“Grantee”) constitutes a subaward⁶ of federal financial assistance⁷ provided to the State of Missouri (“State”) by the U.S. Department of Treasury.

The Treasury (“Treasury”) pursuant to Section 602(b) of the Social Security Act (“Act”), as added by Section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26. Grantee is a subrecipient⁸ and the State is a pass-through entity⁹ for purposes of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 C.F.R. Part 200. The following is provided to Grantee pursuant to 2 C.F.R. § 200.332(a)(1):

- Subrecipient name (which must match the name associated with its unique entity identifier): **Sedalia Fire Department**
- Subrecipient's unique entity identifier: **NBRKXF5U79J4**
- Federal Award Identification Number (FAIN): **SLFRP4542**
- Federal Award Date of award to the recipient by the Federal agency: **5/10/2021**
- Subaward Period of Performance Start and End Date: **12/1/2022 – 6/30/2026**
- Subaward Budget Period Start and End Date: **12/1/2022 – 8/15/2026**
- Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: **\$20,000.00.**
- Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: **\$20,000.00.**
- Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: **\$20,000.00.**
- Total Approved Cost Sharing or Matching Funds: 50% Cash (Hard Match) or In-Kind. In kind match can be considered, so long as it is specific to the project. Cost share or match expenditures retroactive to March 2020 are eligible to meet the match requirement. Expenditures must be tied to the project and be reasonable.
- Federal award project description: ARPA appropriated \$195.3 billion for payments from the Coronavirus State Fiscal Recovery Fund (“SFRF”) to states through Treasury. Act § 602(a)(3)(A), ARPA § 9901, 135 Stat. 4, 224. Those monies are for states “to mitigate the fiscal effects stemming from the public health emergency with respect to [COVID-19].” Act § 602(a)(1), ARPA § 9901, 135 Stat. 4, 223. The State has received more than \$2.6 billion in ARPA SFRF funds, separate from local government allocations. In accordance with the budget passed by the Missouri

⁶ “Subaward” is defined at 2 C.F.R. § 200.1.

⁷ “Federal financial assistance” is defined at 2 C.F.R. § 200.1

⁸ “Subrecipient” is defined at 2 C.F.R. § 200.1.

⁹ “Pass-through entity” is defined at 2 C.F.R. § 200.1.

legislature, the State intends that these funds be utilized for the purposes set forth in ARPA, consistent with other applicable federal law. As part of this effort, the State has elected to distribute a portion of its SFRF funding to appropriate subrecipients.

- Name of Federal awarding agency: U.S. Department of Treasury.
- Name of pass-through entity: State of Missouri.
- Contact information for awarding official of pass-through entity:
 - Name: **Joanne Talleur**
 - Phone Number: **(573) 522-2851**
 - Email Address: joanne.talleur@dps.mo.gov
- Assistance Listings number and Title (pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement): 21.027 Coronavirus State and Local Fiscal Recovery Funds
- Identification of whether the award is R & D: **N/A**.
- Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414: **N/A**

IV. For grants exceeding \$100,000:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.¹⁰

Signature of Grantee's Authorized Representative

Date

Printed Name of Authorized Representative

V. In addition to the other authorities identified in this agreement, Grantee must comply with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"). The Uniform Guidance is an extensive body of federal rules, and so will not be recited here comprehensively. However, **Grantee must perform this agreement in compliance with the entirety of the Uniform Guidance, not just the provisions discussed in this section.**¹¹

Beyond its definitions and acronym identifications (Subpart A), the Uniform Guidance contains five subparts. Subpart B, "General Provisions," includes a statement of purpose (which provides a general outline of the Part), 2 C.F.R. § 200.100, a provision on conflicts of interest (see Section III above), 2 C.F.R. § 200.112, and a provision on mandatory disclosures, 2 C.F.R. § 200.113. Subpart D, "Post Federal Award Requirements," itself covers a range of topics. 2 C.F.R. § 200.302 requires, *inter alia*, that "financial management systems . . . must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award." *Id.* at (a). 2 C.F.R. § 200.303 requires, *inter alia*, "[e]valuat[ion] and monitor[ing]" of "compliance with statutes, regulations and the terms and conditions of Federal awards," as well as the "[t]ak[ing] [of] prompt action when instances of noncompliance are identified including noncompliance identified in audit findings." *Id.* at (c) and (d), respectively. Subpart D also includes "Property Standards." 2 C.F.R. §§ 200.310–327. These sections address Grantee's interaction with equipment and real property, as well as providing standards for procurement. 2 C.F.R. § 200.329 addresses the monitoring and reporting of program performance. Beginning at 2 C.F.R. § 200.334, Subpart D lists numerous requirements for "Record Retention and Access," which should be read in concert with the several terms and conditions of this agreement. Subpart E, "Cost Principles," begins with provisions providing a basic framework for understanding and applying the bulk of these requirements. See 2 C.F.R. §§ 200.400 and .401. Subpart E includes a rule on "Reasonable Costs," 2 C.F.R. § 200.404, which provides a definitional authority as well as primary factors for consideration. *Id.* This subpart also provides a considerable listing of "Selected Items of Cost," and "General Provisions" for each. 2 C.F.R. §§ 200.420–476. Subpart F is dedicated to the topic of audits. See 2 C.F.R. § 200.500 *et seq.* With certain qualifications, subrecipients are subject to audit pursuant to the federal Single Audit Act and this subpart of the Uniform Guidance. See n.12 above, and the authorities there cited.

¹⁰ Section II is based on requirements set forth at 31 C.F.R. Part 21. Appendix A of that part sets forth this certification.

¹¹ 2 C.F.R. Part 200, Subpart F does not apply to for-profit entities. However, "[f]or-profit entities that receive SLFRF subawards are subject to other audits as deemed necessary by authorized governmental entities, including Treasury and Treasury's [Office of Inspector General]." Treasury's *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*, published February 28, 2022 (Version 3.0), p.12, n.7. Such other audits may be imposed by the State. *Id.* See also 2 C.F.R. § 200.501. For-profit subrecipients shall comply with any audit requirements imposed by the State.

Sedalia Fire Department
DEPARTMENTAL MEMORANDUM
Office of the Fire Chief

To : City Administrator Kelvin Shaw

From : Fire Chief Matthew Irwin

Date : March 18, 2023

Ref : MO DPS SFY 2023 ARPA fire protection grant

The Sedalia Fire Department has been awarded a grant from the Missouri Department of Public safety for 5 APX 8000 dual band hand held radios and 2 APX 8500 truck radios. The Sedalia Fire Department is requesting an ordinance to accept this grant. This grant is a 50/50 match grant up to \$20,000.00.

There will be a need for a budget amendment done at a future meeting to address the matching funds portion of the grant once final costs have been addressed.