



**City Council Meeting Agenda**  
**Monday, April 4, 2022 – 6:30 p.m.**  
**City Hall, 200 South Osage, Sedalia MO**

---

**MAYOR: JOHN KEHDE**

**MAYOR PRO-TEM: JEFF LEEMAN**

---

- A. CALL TO ORDER** – Mayor Kehde – Council Chambers
- B. PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. PRESENTATION – UKRAINE FESTIVAL**
- E. PRESENTATION – AUTISM AWARENESS MONTH**
- F. SERVICE AWARDS**
  - 1. Brent Stevenson – Crew Supervisor – Street Department – 25 years of service
  - 2. Colby Snapp – Firefighter – Fire Department – 5 years of service
  - 3. Randi Battson – Animal Services Manager – Animal Services – 5 years of service
- G. SPECIAL AWARDS** – None
- H. RETIREMENT AWARDS** – None
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
  - A. Council Meeting – March 21, 2022
- II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES** – None
- III. ROLL CALL OF STANDING COMMITTEES**
  - A. FINANCE / ADMINISTRATION** – Chairman Steve Bloess; Vice Chairwoman Rhiannon Foster – No Report
  - B. PUBLIC SAFETY** - Chairwoman Tina Boggess; Vice Chairman Bob Cross – No Report
  - C. PUBLIC WORKS** – Chairman Thomas Oldham; Vice Chairman Lucas Richardson
    - 1. Bid Rejection – Positive Displacement Blower – Central Plant  
Council Discussion led by Chairman Oldham  
Motion and Second to reject bid for replacement of 1 positive displacement blower for the Central Wastewater Treatment Plant.
    - 2. Sales Agreement – Foley Equipment Company – Purchase of Equipment for Street Department (Cold Planer \$522,500.00; Asphalt Paver \$228,390.00; Skid Steer Loader \$78,200.00)  
Council Discussion led by Chairman Oldham  
 Call for Ordinance authorizing three sales agreements for the purchase of equipment – Mayor Kehde
  - D. COMMUNITY DEVELOPMENT** – Chairman Andrew Dawson; Vice Chairman Jeff Leeman
    - 1. Presentation – 911 Addressing Issues (Devin Lake, Presenter)
    - 2. Bid Rejection – Roof Repair/Replacement 119 West Main  
Council Discussion led by Chairman Dawson  
Motion and Second to reject bids for roof repair/replacement at 119 West Main Street.
    - 3. Incorporation of Main Street Model – Central Business & Cultural District Board function  
Council Discussion led by Chairman Dawson

Click on any agenda item to view the related documentation

○ Call for Ordinance amending Division 4 of Chapter 2 of the Code of Ordinances of the City of Sedalia, Missouri to incorporate the Main Street Model into Central Business and Cultural District Board Functions – Mayor Kehde

4. Form Approval – Mural License Agreement

Council Discussion led by Chairman Dawson

○ Call for Ordinance approving a mural license agreement form – Mayor Kehde

5. Quote – Stefanie Aziere-Sattler – Mural Completion on South exterior wall of building at 209 South Ohio - \$20,000.00

Council Discussion led by Chairman Dawson

○ Call for Ordinance approving and accepting a quote from Stefanie Aziere-Sattler for the completion of a mural located at 209 South Ohio Avenue – Mayor Kehde

IV. OTHER BUSINESS

A. APPOINTMENTS – None

B. LIQUOR LICENSES

Renewals:

\*Carlos A Morales-Pasquel dba Los Volcanes Mexican Restaurant, LLC, 504 W 16<sup>th</sup>, Liquor by The Drink, \$450

\*Henry Hatfield dba E Street Bar, 1201 E 3<sup>rd</sup>, Liquor by The Drink & Sunday Sales, \$750

\*Virginia Kay Jones dba Prime Favtrip, 216 W Broadway, Packaged Liquor & Sunday Sales, \$450

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

VI. GOOD AND WELFARE

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

A. Roll Call Vote for Closed Door Meeting

B. Discussion of closed items

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

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

VIII. ADJOURN MEETING

A. Motion and second to adjourn meeting

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

\*\*\*\*\*

**Please join the meeting by clicking or touching this link from your smartphone, computer, tablet, or iPad:**

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

If this is the **first time** you have joined a GoToMeeting you will be asked to identify yourself. Please fill in this information. If you would like, and we suggest you do, go ahead and set your preferences to make it easier to join next time. If you are new to GoToMeeting, we suggest to get the app through the following link:

<https://global.gotomeeting.com/install/578973061> This will make joining these meetings quick and easy.

Once you have followed the link above and identified yourself you will be given options for how you want to join in with **audio**. For **smartphones**: tap on one of the phone numbers and it will dial the phone and the meeting numbers. For **other devices**: use the feature of call me. The phone audio will be much better than through your computer. This should come up if you have your preferences set up to show it. If it does not, in

[Click on any agenda item to view the related documentation](#)

the upper right-hand corner of the GoToMeeting screen you will see an icon that looks like a gear. Click on the gear and then look for “Phone” and if it is not highlighted click on it. One of the options should be to call me. Put the phone number you want to be called on (direct dial) into the box provided and then click the “Call Me” button. Once the system calls you, you will be asked to hit pound.

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

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

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

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

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

United States: +1 (669) 224-3318

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

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

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

**POSTED ON APRIL 1, 2022 AT 3:00 P.M. AT THE SEDALIA MUNICIPAL BUILDING, BOONSLICK REGIONAL LIBRARY, SEDALIA PUBLIC LIBRARY AND ON THE CITY’S WEBSITE AT WWW.SEDALIA.COM**



# OFFICE OF THE CITY ADMINISTRATOR

To: Honorable Mayor John Kehde & City Council Members  
From: Kelvin Shaw, City Administrator  
Re: Agenda items for City Council meeting on Monday, April 4, 2022, 6:30 p.m.

**Finance/Administration Committee** - There are no items for consideration through the Finance / Administration Committee.

**Public Safety Committee** – There are no items for consideration through the Public Safety Committee.

**Public Works Committee** – There two items for consideration through the Public Works Committee.

1. One of the blowers used in the central waste water treatment plant needs to be replaced. In accordance with the procurement policies, staff requested proposals (RFP) for this item. There was only one bid received from this RFP. However, the lead time in the bid was stated as 20-24 weeks. This lead time is not workable, so staff recommends to exercise the right retained through our policies and the RFP to reject all bids. The policies also allow for in these cases that upon such rejection of bids, staff can work with alternate vendors to source the needed equipment through an informal bidding process.
2. As presented during the budgeting process, staff proposed purchasing equipment that will allow for more of the street maintenance and improvements to be done in-house. This will not only significantly reduce the costs, thereby stretching the taxpayer dollars further, but will also build in more flexibility in scheduling projects. As you may recall, last year we had several delays in the three major road improvement projects conducted. Staff has sourced the equipment included in the adopted budget through a cooperative purchasing arrangement, while also utilizing our local dealer. Staff recommends approval of the purchases of a Planer for \$522,500.00, Asphalt Paver for \$228,390.00, and Skid Steer for \$78,200.00 from Foley Equipment Company.

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

1. Chief Building Official, Devin Lake, will give a presentation regarding some issues with addresses used for the emergency 911 system.
2. Staff obtained bids for roof replacement of the property at 119 West Main through the process prescribed by the City's procurement policies. Funding for this project has not been identified yet, and the bids received are getting stale. Therefore, staff recommends formally rejecting all bids received to formally close out this process.
3. The Community Development Committee and staff have been working with the Main Street Connection organization on ways to reinvigorate our use of their model and affiliation with this nationally recognized program. In 2015 the Sedalia downtown status was dropped down to an "affiliate tier level" after a review where our community did not meet six of the ten established criteria for accreditation. This model has shown great success in other communities

and staff recommends that utilizing the resources they can bring to us can help further our goals of revitalization of downtown. Through recent collaboration with these professionals, they have helped us layout a strategy to do just that. At the core of the model is putting together a structure that brings stakeholders together and arming them with the tools that provide focus to their passions for the vitality of downtown. Together, we believe that the existing Central Business and Cultural District (CBCD) board of directors provides a great foundation to build these functions into, as they already have aligned purposes. The committee and staff have prepared an ordinance to add the "Main Street" functions to the CBCD board and recommend approval.

4. As presented at your last meeting, Planner and Downtown Specialist, Joleigh Cornine, applied for and was awarded a grant to produce a mural on a downtown building. The grant award is for \$5,000 and although not required, we dedicated another \$5,000 as matching funds in the application. After we found out the grant was awarded, Mr. Hayden stepped up and pledged to double the size of the project, bringing it to \$20,000. Staff has worked with legal counsel to pull together agreements for the commissioning of the mural and the property owner. For the agreement with the property owner, staff suggests approval of a template that can be used for this, as well as other, mural projects. If Council is agreeable with this concept, it would make negotiating and putting in place future mural projects easier and more efficient.
5. As discussed in the last item, the funding for the mural project has been secured. Staff has worked with the artist, Stefanie Aziere-Sattler, to obtain a proposal outlining the project. Staff recommends accepting the quote in accordance with the terms of the proposal.



Let's Cross Paths

CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
MARCH 21, 2022

"In light of the current COVID-19 Pandemic and the concern among the public about attending public functions, the City has an on-line broadcast of Council Meetings available both live and recorded by going to https://global.gotomeeting.com/join/578973061"

\*\*\*\*\*

The Council of the City of Sedalia, Missouri duly met on Monday, March 21, 2022 at 6:30 p.m. at the Municipal Building in the Council Chambers with Mayor John Kehde presiding. Mayor Kehde called the meeting to order. Mayor Kehde commented that he and Councilman Bloess have discussed a fundraiser for Ukraine. Councilman Bloess will try to put together a campaign for donations to go through the Red Cross. Mayor Kehde then asked for a moment of prayer led by Chaplain Byron Matson followed by the Pledge of Allegiance.

ROLL CALL:

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

Public Hearing: Residential, Commercial & Industrial Sewer Rates; Residential & Commercial Water Rates; and Residential Trash Rates

Mayor Kehde opened the public hearing. The purpose of the hearing is to consider increasing the City's utility rates for sewer, water and trash services 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, water system and trash services. If approved the new rates will become effective for the first billing after April 1, 2022. The Net overall increase is 7.2%. Sedalia's average utility rates for water, sewer and trash total approximately \$89.00 after the increase. The average for similar communities is approximately \$99.00 with some outsourced utilities.

City Administrator Shaw read a comment submitted by Albert Reine verbatim: "Respectfully request defunding: 1. Branding Campaign 2. Retail Recruitment 3. Neighborhood revitalization. Respectfully Request looking in several other places where cuts can be made and thinning out departments before increasing user fees for trash, sewer, and water."

SEWER - Proposed Rate Increase 10%

Table with 5 columns: 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. Rows include Residential (Inside/Outside City Limits), Commercial (Inside/Outside City Limits), and Industrial (Inside/Outside City Limits).

\*The proposed inside city limit residential sewer rate increase will result in the average sewer customer who uses 4,000 gallons/month seeing a \$3.75/month or \$45.00/year increase in sewer charges. The outside city limits residential rate increase results in the average sewer customer who uses 4,000 gallons/month seeing a \$5.50/month or \$66.00/year increase in sewer charges.

### Water – Proposed Rate Increase 2%

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"	\$9.42	\$9.61	\$3.52	\$3.59
Residential, Inside City Limits	3/4"	\$14.13	\$14.41	\$3.52	\$3.59
Residential, Inside City Limits	1"	\$15.99	\$16.31	\$3.52	\$3.59
Residential, Outside City Limits	5/8"	\$23.55	\$24.02	\$3.52	\$3.59
Residential, Outside City Limits	3/4"	\$35.33	\$36.04	\$3.52	\$3.59
Residential, Outside City Limits	1"	\$39.98	\$40.78	\$3.52	\$3.59
Commercial, Inside City Limits	5/8"	\$9.42	\$9.61	\$3.52	\$3.59
Commercial, Inside City Limits	3/4"	\$14.13	\$14.41	\$3.52	\$3.59
Commercial, Inside City Limits	1"	\$23.55	\$24.02	\$3.52	\$3.59
Commercial, Inside City Limits	1 1/2"	\$47.10	\$48.04	\$3.52	\$3.59
Commercial, Inside City Limits	2"	\$75.36	\$76.87	\$3.52	\$3.59
Commercial, Inside City Limits	3"	\$150.72	\$153.73	\$3.52	\$3.59
Commercial, Inside City Limits	4"	\$235.50	\$240.21	\$3.52	\$3.59
Commercial, Inside City Limits	6"	\$471.00	\$480.42	\$3.52	\$3.59
Commercial, Inside City Limits	8"	\$753.60	\$768.67	\$3.52	\$3.59
Commercial, Inside City Limits	10"	\$1,206.00	\$1,230.12	\$3.52	\$3.59
Commercial, Outside City Limits	5/8"	\$23.55	\$24.02	\$3.52	\$3.59
Commercial, Outside City Limits	3/4"	\$35.33	\$36.04	\$3.52	\$3.59
Commercial, Outside City Limits	1"	\$58.88	\$60.06	\$3.52	\$3.59
Commercial, Outside City Limits	1 1/2"	\$117.75	\$120.11	\$3.52	\$3.59
Commercial, Outside City Limits	2"	\$188.40	\$192.17	\$3.52	\$3.59
Commercial, Outside City Limits	3"	\$376.80	\$384.34	\$3.52	\$3.59
Commercial, Outside City Limits	4"	\$588.75	\$600.53	\$3.52	\$3.59
Commercial, Outside City Limits	6"	\$1,177.50	\$1,201.05	\$3.52	\$3.59
Commercial, Outside City Limits	8"	\$1,884.00	\$1,921.68	\$3.52	\$3.59
Commercial, Outside City Limits	10"	\$3,015.00	\$3,075.30	\$3.52	\$3.59

\*Increased cost for material, freight, labor and contract labor resulted in a 2% increase from the current rates is proposed for Monthly Water Base Services and Monthly Water Volume. 6% on average increase from current rates is proposed for installation of new water service and replacement lines as a result of increased material costs and contracting costs experienced over the last 12 months and continuing into 2022. Monthly volume charge is the same for inside/outside city limits. Volume charge detailed in table below 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	\$3.52	\$35.20	\$3.59	\$35.90
Next 40,000 gallons per month	> 10,000 but no more than 50,000	\$3.11	\$124.40	\$3.17	\$126.80
Next 50,000 gallons per month	> 50,000 but no more than 100,000	\$2.84	\$142.00	\$2.90	\$145.00
Next 100,000 gallons per month	>100,000 but no more than 200,000	\$2.60	\$260.00	\$2.65	\$265.00
All over 200,000 gallons per month	> 200,000	\$2.31	All remaining 1,000 gallons	\$2.36	All remaining 1,000 gallons
Municipal metered		\$2.13	All 1,000 gallons	\$2.17	All 1,000 gallons

**New Water Service Line Installation Charges:**

Description of Installation	Current One Time Charge	Proposed One Time Charge
3/4" Service	\$680.00	\$721.00
3/4" Service with Street Cut	\$968.00	\$1,026.00
1" Service	\$758.00	\$803.00
1" Service with Street Cut	\$1,046.00	\$1,109.00
1 1/2" Service	\$2,615.00	\$2,772.00
2" or 3" Service	\$4,027.00	\$4,269.00
4" or 6" Service	\$4,393.00	\$4,657.00

\*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>	\$262.76	\$278.53
<i>Automatic Sprinkler Systems:</i>		
Minimum Bill (100 Sprinkler Heads) Per Year	\$136.01	\$144.17
Additional Sprinkler Heads-Each	\$0.27	\$0.29
<i>Fire Hose Risers:</i>		
1x 2" Riser in Building not more than 3 Stories in Height Above Basement, with not more than 1 Riser Connection in Basement	\$75.06	\$79.56
Each Additional 2" Riser, as stated above	\$56.35	\$59.73
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	\$112.61	\$119.37

**Sprinkler Service – New and Fire Hydrant Installation Charges:**

Description of Installation	Current Standard Charge	Proposed Standard Charge
2" Sprinkler Service	\$1,046.00	\$1,108.76
4" Sprinkler Service	\$1,987.40	\$2,106.64
6" Sprinkler Service	\$2,510.40	\$2,661.02
8" Sprinkler Service	\$3,033.40	\$3,215.40
10" Sprinkler Service	\$3,765.60	\$3,991.54
Fire Hydrant (Turn-on Order Only)	\$2,615.00	\$2,771.90

**Trash – Proposed \$1.50/month increase**

In 2016, the City reduced collection to 1 pick-up/week to keep with services provided in other Missouri communities. In October 2019, the City discontinued commercial trash and recycling services as private companies provide the service and the City continued to experience losses related to commercial service. Central Missouri Landfill increased rates by 2% from \$34.89 to \$35.59 on November 1, 2021 due to equipment replacement and labor costs. The cost of providing trash services continues to exceed revenue collected. Senior Discounts will increase by \$1.00 (from \$2.00 to \$3.00). Rates for large containers are also increasing by 6%. Discontinuation of commercial services makes containers available for rent to residents for garbage/trash or demolition clean-ups. Recycling services are available at the Materials Management Site at no cost for City residents and those with permits. In January 2022, residents outside City limits saw a permit fee increase from \$64.00 to \$128.00 per year. Recycling fees will remain the same for calendar year 2023.

Description of Service	Current Monthly Rate	Proposed Monthly Rate
Residential		
Outside City Limits	\$23.15	\$25.05



Applies to: Single Family Residences including mobile homes, Duplexes, Single-family Garage Apartments, Group Housing and Apartments - Per Family Unit. This fee includes \$0.25 for the state landfill tonnage fee.		
Inside City Limits	\$18.00	\$19.50
Applies to: Single Family Residences including mobile homes, Duplexes, Single-family Garage Apartments, Group Housing and Apartments - Per Family Unit. This fee includes \$0.25 for the state landfill tonnage fee.		
Senior Citizen Discount-Per Family Unit	(\$2.00)	(\$3.00)
Applies to: Single Family Residences including mobile homes, Duplexes, Single-family Garage Apartments, Group Housing and Apartments - Per Family Unit. This fee includes \$0.25 for the state landfill tonnage fee.		
Second and subsequent trash carts - Per Cart	\$8.00	\$8.00
Pick-up on demand services per cubic yard in excess of the four (4) cubic yards provided during the City's Annual Citywide Clean-up - five (5) cubic yards and above. (Note: Currently in City Code Section 48-26 (l).)	\$26.00 per additional cubic yard	\$27.50 per additional cubic yard
Subsequent pick-up on demand service calls will be charged - (Note: Currently in City Code Section 48-26 (l).)	\$28.50 per cubic yard	\$30.20 per additional cubic yard
Residential container for clean-up, not construction and demolition debris. Note: 1-cubic yard of residential garbage-trash avg. weight 300 lbs.		
2-cubic yard with one pick-up	\$28.50	\$30.20
For each additional pickup needed	\$20.00	\$21.20
4-cubic yard with one pick-up	\$57.00	\$60.40
For each additional pickup needed	\$40.00	\$42.40
6-cubic yard with one pick-up	\$85.50	\$90.60
For each additional pickup needed	\$60.00	\$63.60
10-cubic yard with one pick-up	\$139.50	\$147.90
For each additional pickup needed	\$95.00	\$100.70
12-cubic yard with one pick-up	\$168.00	\$178.10
For each additional pickup needed	\$110.00	\$116.60
Residential container for construction and demolition debris. Note: 1-cubic yard of construction and demolition waste avg. weight 500 lbs.		
2-cubic yard with one pick-up	\$37.50	\$39.75
For each additional pickup needed	\$29.00	\$30.75
4-cubic yard with one pick-up	\$75.00	\$79.50
For each additional pickup needed	\$58.00	\$61.50
6-cubic yard with one pick-up	\$112.50	\$119.25
For each additional pickup needed	\$87.00	\$92.20
10-cubic yard with one pick-up	\$184.50	\$195.55
For each additional pickup needed	\$140.00	\$148.40
12-cubic yard with one pick-up	\$222.00	\$235.30
For each additional pickup needed	\$164.00	\$173.85
Solid waste service deposits:		
First and subsequent container deposit(s) paid in advance of container delivery. Note: To encourage use of containers for collection, the required deposit has been eliminated. Containers will be collected by the City from residential property when no pick-ups have been made for 30 days.	\$75.00	\$0.00

Councilman Dawson commented that Enterprise Funds must be sustained by user fees and if money from other funds is used to maintain them, that's an unsustainable course of action. It will end with the City selling the utilities to privately owned companies and rates would triple and service cut in half. Councilman Leeman stated that the North Plant needs replaced in the near future and a \$60 million bond will be needed. Council doesn't want to raise rates, however, there are services required that Council is fiscally responsible for. If the City goes into private funding, rates will go up and Council will have no control. Councilman Bloess stated that the increase is manageable, Councilwoman Boggess stated the increase may be too much for low income families and Councilman Dawson stated that segmented pricing according to volume, income and age could be looked at in the future.

With no public comments, the Public Hearing closed.

## **Public Meeting: Proposed FY 2023 Budget**

Mayor Kehde opened the public meeting. The purpose of the meeting is to review the budget for FY 2023 and time has been set aside for the public to make comments regarding the budget before it is adopted. With no public comments, the public meeting closed.

## **Public Hearing: Midtown and West 50 TIF Plans**

Mayor Kehde opened the public hearing. Community Development Director John Simmons gave an update on the West 50 and Midtown TIF. Community Development Director Simmons stated it is required that a Public Hearing on TIF projects be given every 5 years, however, it is done annually and is a good way to keep the public informed on the benefits.

**West 50 TIF:** Adopted 2015 and agreement amended in 2019; Includes Big O Tires, Aspen Dental and Scooters; Land remaining to be developed on West 50 Highway west of Big O Tires and Westwood Avenue and 50 Highway located on the Southeast corner of the intersection; Healthy interest in the parcels; assessed valuation added to the redevelopment project last November \$402,630.00.

**Midtown TIF:** Adopted 2008, amended in 2018 with addition of Lamy Building Project; Lamy Building Project will be paid back from Lamy property revenues only and Street construction completed under separate sales tax agreement; Trust Building Complete – under construction by private developer; Broadway Arms demolished; Streetscape Phase III B complete; Liberty Center – projects required complete, will be receiving receipts soon for payment; No action on Uptown Theater.

**New Business:** APS Solutions/Lamy Bldg., New York Deli, Thrivent Financial, Katy Trail Health Center. The assessed valuation added to the Midtown District was \$3,959,170.00 and payments in lieu of taxes since inception are \$1,211,551.00. The TIF expires in 2031.

With no public comments, the public hearing closed.

**SERVICE/SPECIAL/RETIREMENT AWARDS:** None

**MINUTES:** The Council Meeting minutes of March 7, 2022 were approved on motion by Leeman, seconded by Oldham. All in favor.

**REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:** None

**ROLL CALL OF STANDING COMMITTEES:**

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

- The City of Sedalia was awarded a \$5,000.00 grant through Missouri Main Street Connection, Inc. for downtown alleyway revitalization. Downtown Planner Joleigh Cornine stated the first designated alley activation will be between 209 and 211 South Ohio. Public Works Director Brenda Ardrey will be working to get new asphalt laid and new lighting installed to make the alley safe and more attractive. The City is matching the grant bringing the total to \$10,000.00 to be used for a mural painted by Stefanie Aziere-Sattler in the alley next to Stone Laser Imaging. Barbara and Robert Hayden are matching the \$10,000.00 with another \$10,000.00 bringing the total to \$20,000.00 for the mural.

BILL NO. 2022-36, ORDINANCE NO. 11530 – AN ORDINANCE AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND MISSOURI MAIN STREET CONNECTION, INC. FOR PARTICIPATION IN THE MISSOURI MAIN STREET MARKETING HERITAGE AND CULTURAL TOURISM IN RURAL MISSOURI PROGRAM was read once by title.

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

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

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

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

➤ A review of all accounts for the current year is done as a part of the budget review. Adjustments are made to ensure sufficient appropriations and transparency by formalizing a final amendment.

RESOLUTION NO. 1958 – A RESOLUTION AUTHORIZING AN INCREASE IN EXPENDITURES IN THE BUDGET FOR THE FISCAL YEAR 2021-2022 was read once by title and approved on motion by Oldham, seconded by Leeman. All in favor.

BILL NO. 2022-37, ORDINANCE NO. 11531 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2021-2022 was read once by title.

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

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

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

➤ Proposed utility rate increases are 10% for sewer, 2% for water and \$1.50 for trash services (senior discount for trash will be 50 cent increase) per month. Sewer, water and trash are accounted for as separate enterprise funds to ensure rate payers, are paying for the rate increase for utility services provided and not paying more. Effective first billing after April 1, 2022.

BILL NO. 2022-38, ORDINANCE NO. 11532 – AN ORDINANCE AMENDING SECTION 60-219 (d) OF ARTICLE V OF CHAPTER 60 OF THE CODE OF ORDINANCES RELATING TO THE SEWER USE CHARGE SYSTEM AND INCORPORATING SAID FEES INTO THE CITY’S FEE SCHEDULE was read once by title.

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

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

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

BILL NO. 2022-39, ORDINANCE NO. 11533 – AN ORDINANCE AMENDING SECTION 60-401 OF ARTICLE VII OF CHAPTER 60 OF THE CODE OF ORDINANCES RELATING TO THE WATER USE CHARGE SYSTEM AND INCORPORATING SAID FEES INTO THE CITY’S FEE SCHEDULE was read once by title.

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

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

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

BILL NO. 2022-40, ORDINANCE NO. 11534 – AN ORDINANCE AMENDING THE FEE SCHEDULE TO INCREASE RESIDENTIAL SOLID WASTE COLLECTION FEES was read once by title.

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

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

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

➤ Staff recommends adoption of the budget for fiscal year 2023. City Administrator Kelvin Shaw asked if any items on the budget need to be revisited or changed. Council had no changes.

BILL NO. 2022-41, ORDINANCE NO. 11535 – AN ORDINANCE AUTHORIZING THE ADOPTION OF A BUDGET FOR THE FISCAL YEAR 2023 was read once by title.

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

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

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

➤ Appropriation for Economic Development Sedalia-Pettis County is in the budget for the upcoming fiscal year in the amount of \$135,000.00.

BILL NO. 2022-42, ORDINANCE NO. 11536 – 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.

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

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

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

➤ Appropriation for the Scott Joplin Ragtime Festival is in the budget for the upcoming fiscal year in the amount of \$10,000.00.

BILL NO. 2022-43, ORDINANCE NO. 11537 – 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.

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

Final Passage – Motion by Oldham 2<sup>nd</sup> by Bloess. All in favor.

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

Approved a records destruction request from the Finance Department on motion by Leeman, seconded by Foster. All in favor.

➤ IT reviewed the market for firewall technology and cyber security and determined that systems from Sophos best suit the City’s needs. The vendor proposed an upgrade to the products and systems used at the Heckart Community Center. Replacing all of the City’s firewall hardware is needed for the upgrade, therefore, they have offered promotional pricing that includes all hardware at no cost for a 3-year licensing in the amount of \$41,939.66. In order to keep the pricing, the order needs to be placed before March 31, 2022, however, the hardware won’t be delivered until next fiscal year.

BILL NO. 2022-44, ORDINANCE NO. 11538 – AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FROM BLUE TREE TECHNOLOGY, LLC FOR THE PURCHASE OF FIREWALL SUPPORT, LICENSING AND WIRELESS ACCESS POINTS was read once by title.

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

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

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

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

Approved a records destruction request from the Sedalia Police Department Administrative Support Bureau on motion by Cross, seconded by Oldham. All in favor.

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

- The return activated sludge pump at the Central Plant needs to be replaced. Staff recommends awarding the bid to FTC Equipment, LLC in the amount of \$28,780.00.

BILL NO. 2022-45, ORDINANCE NO. 11539 – AN ORDINANCE AUTHORIZING AN AGREEMENT WITH FTC EQUIPMENT, LLC FOR THE REPLACEMENT OF A RETURN ACTIVATED SLUDGE PUMP AT THE CENTRAL WASTEWATER TREATMENT PLANT was read once by title.

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

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

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

- The area west of Cambridge Drive and Highway B continues to be developed and water services need to be extended to the annexed area. Staff recommends awarding the bid to B&P Excavating, LLC in the amount of \$22,499.46. Councilman Dawson stated the bid sheet has a handwritten note that states B&P Excavating won’t be responsible for the relocation of existing electrical primary if it interferes with the connection to the existing valve and asked if it would interfere with existing connections. Public Works Director Brenda Ardrey stated that it would not interfere.

BILL NO. 2022-46, ORDINANCE NO. 11540 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR WATER MAIN IMPROVEMENTS ON CAMBRIDGE DRIVE was read once by title.

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

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

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

- The annexation and utility services agreement with Alex Kapitula is for connection of property located in the county to the City’s sanitary sewer and water system. If and when the property becomes contiguous with City limits, it would automatically be annexed.

BILL NO. 2022-47, ORDINANCE NO. 11541 – AN ORDINANCE AUTHORIZING AN ANNEXATION AND UTILITY SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND ALEX KAPITULA, SENIOR, OF KAPITAL CONSTRUCTION COMPANY, LLC FOR CONNECTION OF PROPERTY LOCATED IN PETTIS COUNTY, MISSOURI TO THE CITY OF SEDALIA’S SANITARY SEWER AND WATER SYSTEM was read once by title.

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

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

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

- The Change Order is for sidewalk repair and replacement between Osage Avenue and Kentucky Avenue on the south side of Main Street and also includes coal chute infill. Change Order cost \$82,278.03. Councilman Dawson asked how deep the coal chute is and Public Works Director Brenda Ardrey stated that the chute is located in the alley and is approximately 5 feet deep. Others located on Main Street are approximately 15 feet deep.

BILL NO. 2022-48, ORDINANCE NO. 11542 – AN ORDINANCE AUTHORIZING CHANGE ORDER NUMBER ONE FOR SIDEWALK REPAIR AND REPLACEMENT ON MAIN STREET BETWEEN OSAGE AVENUE AND

KENTUCKY AVENUE AND THE INFILL OF A COAL CHUTE LOCATED IN THE ALLEY GOING TO STONE LASER IMAGING was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Cross. All in favor.

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

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

➤ Council approved project 4A for storm drainage improvements and construction easements need to be accepted to complete the project in the area of 7<sup>th</sup> Street and Park Avenue.

BILL NO. 2022-49, ORDINANCE NO. 11543 – AN ORDINANCE ACCEPTING PERMANENT AND TEMPORARY CONSTRUCTION EASEMENTS RELATING TO STORM DRAINAGE IMPROVEMENTS, PROJECT AREA 4A was read once by title.

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

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

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

➤ Construction of a new business at Westwood Avenue and Broadway will result in increased traffic flow. In order to obtain approval from the Missouri Department of Transportation, Wilson & Company, Inc. will provide design services for the addition of a right turn lane from Westwood Avenue to U.S. Highway 50. Cost \$8,000.00.

BILL NO. 2022-50, ORDINANCE NO. 11544 – AN ORDINANCE AUTHORIZING A SCOPE OF SERVICES FOR DESIGN ENGINEERING SERVICES RELATED TO THE ADDITION OF A RIGHT TURN LANE FROM WESTWOOD AVENUE TO U.S. HIGHWAY 50 was read once by title.

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

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

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

APPOINTMENTS: None

BIDS:

- Replacement of Return Activated Sludge Pump – February 23, 2022
- Cambridge Drive Water Main Improvement – March 9, 2022

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

\*Mandeep Kaur dba Sedalia Cenex 66, 120 E 16<sup>th</sup>, Packaged Liquor & Sunday Sales

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

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

City Administrator Kelvin Shaw thanked everyone who came to the grand opening of the Heckart Community Center and also thanked Mayor Kehde and the City Council for making it happen.

Councilwoman Foster stated Parks & Recreation Director Amy Epple said there were approximately 3,012 visitors on the community center’s opening day. Councilman Bloess reminded the public to look at the Park & Recreation website to see everything available.


Councilman Dawson stated the St. Patrick's Day Parade, Lions Club Pub Crawl and bed races went well.

GOOD & WELFARE: None

The meeting adjourned at 7:44 p.m. on motion by Oldham, seconded by Leeman to a closed door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice) and 2 (Real Estate) of Section 610.021 RSMo. Roll Call Vote: Voting "Yes" were Leeman, Oldham, Dawson, Boggess, Richardson, Cross, Foster and Bloess. No one voted "No".

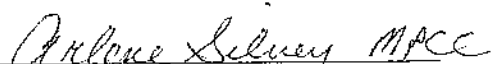
The regular meeting reconvened at 8:05 p.m. and adjourned on motion by Foster, seconded by Richardson. All in favor.

THE CITY OF SEDALIA, MISSOURI



---

John Kehde, Mayor



---

Arlene Silvey, MPCC City Clerk

To: Kelvin Shaw  
Through: Brenda Ardrey *BA*  
From: Dru Bloess  
Date: March 22, 2022  
Subject: Replacement of Positive Displacement Blower  
Rejection of Bid


Public Works is requesting City Council to reject the attached bid for the Replacement of the Positive Displacement Blower at the Central Wastewater Treatment Plant. JCI Industries LLC, out of Lee's Summit, was the only company that turned in a bid for this project. Public Works is requesting the rejection of this bid because the lead time for the blower is 20-24 weeks. This blower needs to be replaced before that time frame so the City has a backup blower through spring and summer.



CITY OF SEDALIA  
IFB 2022-021

SECTION 4 BID FORM

SUBMITTED BY: JCI Industries, LLC  
(Company Name)

BY:   
(Authorized Person's Signature)

Brad Gulley, Vice President  
(Print or Type Name and Title of Signer)

Pursuant to and in accordance with IFB 2022-021, 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.

NOTE: ALL EQUIPMENT LINE ITEMS TO INCLUDE FREIGHT.

Item No.	Description	Qty.	Unit Price	Extended Price
1.	Brand/Manufacturer <u>Roots</u> Model: <u>616 RAM</u> Part Number: <u>85147020LB</u> NEW <input checked="" type="checkbox"/> or (Check Box that applies) REBUILT <input type="checkbox"/>  DELIVERY: <u>20-24 Weeks</u> DAYS / WEEKS AFTER RECIEPT OF ORDER.  SHALL WARRANTY THE ABOVE EQUIPMENT FOR PARTS, LABOR AND TRAVEL FOR <u>24 Months from date of startup /</u> YEARS. <u>30 Months from date of shipment, whichever comes first.</u>	1	19,555.00	19,555.00
	<b>BLOWER SUBTOTAL</b>		19,555.00	19,555.00
2.	Removal, Installation, Start-up and Testing Note: Includes all labor, service truck, safety equipment, other equipment/supplies and mileage charges. <u>Blower</u> Remove existing Roots Blower Model 616RAM Install and start-up new blower Test blower  LUMP SUM FOR ALL COSTS RELATED TO REMOVAL, INSTALLATION AND TESTING	LS	2,812.00	2,812.00
	<b>GRAND TOTAL</b>			\$ 22,367.00

DELIVERY FOB SEDALIA, MO

CITY OF SEDALIA  
IFB 2022-021  
REPLACEMENT OF POSITIVE DISPLACEMENT BLOWER  
AFFIDAVIT OF COMPLIANCE

To be submitted with bidder's response to the IFB for Replacement of Positive Displacement Blower.

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 JCI Industries LLC

By   
(Authorized Person's Signature)

Brad Gulley, Vice President  
(Print or type name and title of signer)

Company Address 1161 SE Hamblen Road

Lee's Summit, MO 64081

Telephone Number 816-500-2193

Fax Number: \_\_\_\_\_

Date: 03-18-2022

**ADDENDA**

Bidder acknowledges receipt of the following addendum:

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Email pryals@jciind.com

Federal Tax ID No. 43-1080077

**TABULATION OF BIDS**

**Replacement of 1 Positive Displacement Blower for the Central Wastewater Treatment Plant  
 March 18, 2022 2:30 p.m.  
 Council Chambers**

		<b>JCI Industries, LLC                  Attn: Brad Gulley                  1161 SE Hamblen Road                  Lee's Summit, MO 64081</b>	
	Qty.	Unit Price	Ext. Price
Roots - 616 RAM	1	\$19,555.00	\$19,555.00
Delivery		20-24 Weeks	
WARRANTY PARTS/LABOR/TRAVEL		24 months from date of startup or 30 months from date of shipment, whichever comes first	
<b>BLOWER SUBTOTAL</b>			<b>\$19,555.00</b>
Removal/Installation/Start-up/Testing	LS	\$2,812.00	\$2,812.00
<b>GRAND TOTAL</b>			<b>\$22,367.00</b>
Bid Bond			Yes
E-Verify			Yes

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

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

**AN ORDINANCE AUTHORIZING THREE SALES AGREEMENTS FOR THE PURCHASING OF EQUIPMENT.**

**WHEREAS**, The City of Sedalia, Missouri, has received three sales agreements from Foley Equipment Company for the purchasing of equipment for the Street Division; and

**WHEREAS**, under the attached agreements, the City of Sedalia, Missouri, shall pay the following amounts to Foley Equipment Company:

- **Caterpillar PM312-02B Cold Planer (Miller) - \$522,500.00**
- **Weiler Commercial Asphalt Paver P385B - \$228,390.00.**
- **Caterpillar 272D3 Skid Steer Loader - \$91,900.00; Current Bobcat Skid Steer Loader will be traded in for \$13,700.00; total after trade-in \$78,200.00.**

as more fully described in the three sales agreements attached to this ordinance as Exhibits A thru C 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 sales agreements by and between the City of Sedalia, Missouri, and Foley Equipment Company in substantively the same form and content as the agreements have been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 4<sup>th</sup> day of April 2022.

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

Approved by the Mayor of said City this 4<sup>th</sup> day of April 2022.

ATTEST:

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

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



# SALES AGREEMENT

DATE

Apr 01, 2022

Foley Equipment Company, 1550 S. West Street, Wichita, KS67213 Phone: (316) 943-4211

CUSTOMER	CITY OF SEDALIA			
STREET ADDRESS	200 S OSAGE			
CITY/STATE	SEDALIA, MO	COUNTY	PETTIS	S
POSTAL CODE	65301-4334	PHONE NO	660-827-3000	H
EQUIPMENT			I	
CUSTOMER CONTACT:	PRODUCT SUPPORT		P	
INDUSTRY CODE:	LEGISLATIVE BODIES	PRINCIPAL WORK CODE	T	
	(CITY/COUNTY) (9121)		O	
CUSTOMER NUMBER	030820	Sales Tax Exemption # (if applicable)	12493333	
		CUSTOMER PO NUMBER (For reference only)		
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)				
NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>	FINANCIAL SERVICES
CASH WITH ORDER	50.00	BALANCE TO FINANCE	50.00	CONTRACT INTEREST RATE
PAYMENT PERIOD		PAYMENT AMOUNT	0.00	NUMBER OF PAYMENTS
				OPTIONAL BUY-OUT
				50.00
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED				
MAKE: TBA	MODEL: PM312-02	YEAR: TBA		
STOCK NUMBER: VGN0174	SERIAL NUMBER: DNJX00249			
PM312 02B COLD PLANNER	575-4709	INSTRUCTIONS, ANSI	577-2995	SERIALIZED TECHNICAL MEDIA KIT
MACHINE, PM3 COMMON	575-4714	LIGHT, HAZARD, CANOPY	481-8732	ROLL ON-ROLL OFF
ENGINE, CAT C9.3	548-2958	PUMP ACCESSORY DRIVE	569-2838	
TRACK, CONVERSION	577-6234	CANOPY, FOLDING, HYDRAULIC	566-6910	
VENTILATION SYSTEM	577-6257	DISPLAY, OPTIONAL, PLFM	381-7318	
LIGHTS, HALOGEN	381-6578	REAR CAMERA	421-8146	
PRODUCT LINK, CELLULAR FLE641	381-6825	CONVEYOR CAMERA	381-7314	
ROTOR, K STD - 15 MM	522-0126	CAMERA, LH DRUM EDGE	542-7915	
DISCHARGE CONVEYOR, HYD. FOLD	572-9764	PNEUMATIC BIT REMOVAL TOOL	376-4134	
PORT, FILLING, WATER TANK	381-7333	ROTOR TURNING DEVICE	561-4359	
GUIDE, STANDARD STEERING	548-3070	PNEUMATIC COMPRESSOR SYSTEM	381-7326	
GUARD, ROTOR TURNING DEVICE	577-6336	DUST REDUCTION, ADDITIONAL	421-9634	
CONTROL, GRADE	577-2980	PUMP, WASHING, HIGH PRESSURE	577-6255	
CONTROL, SLOPE	381-7320	BALLAST KIT	482-4046	
HYDR. OIL, HYDC ADVANCED 10W	381-6481	COMMISSIONING, NOT NEEDED	0P-2587	
TRADE-IN EQUIPMENT			SELL PRICE	\$522,500.00
MODEL:	YEAR:	SN:	EXT WARRANTY	Included
PAYOUT TO:	AMOUNT:	PAID BY:	CSA	Included
MODEL:	YEAR:	SN:	NET BALANCE DUE	\$522,500.00
PAYOUT TO:	AMOUNT:	PAID BY:	PLUS ANY APPLICABLE TAXES	\$522,500.00
MODEL:	YEAR:	SN:	ACH Information:	
PAYOUT TO:	AMOUNT:	PAID BY:	Bank = Wells Fargo NA	
MODEL:	YEAR:	SN:	ABA number 121000248	
PAYOUT TO:	AMOUNT:	PAID BY:	Account number 4121956387	
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY FOLEY AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			Email remittance advice to ACHPMTS@foleyeq.com	
CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO FOLEY AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.			Customer responsible for all applicable taxes at the time of delivery.	
<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL	<input type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL	
The Customer acknowledges that they have received a copy of the Foley Equipment Company and/or Caterpillar Warranty as applicable and have read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The Customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.			All used equipment is sold as is where is and no warranty is offered or implied except as specified here:	
Warranty applicable including expiration date where necessary: 12 months unlimited hours			Warranty applicable:	
60M/1500hr pre w/ travel EP220325-009				
CSA: 60m/1500 hr basic FM220325-010				
NOTES: Sourcewell Member #193317				

This order is not valid until approved by Sales Manager

**THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE NEXT PAGE**

Foley Equipment Company

PURCHASER

ORDER RECEIVED BY

Matt Smith

APPROVED AND ACCEPTED ON

REPRESENTATIVE

CITY OF SEDALIA

PURCHASER

SALES MANAGER BY

SIGNATURE

TITLE

## TERMS AND CONDITIONS

**1. Agreement.** This Agreement, when accepted by Foley, shall become a binding contract, and may not be revoked by the Customer. Foley's performance per this Agreement shall be subject to strikes, lockouts, accidents, fire, delays in manufacturing or transportation, acts of God, embargoes, pandemics or governmental action, or any other causes beyond the control of Foley, and any of said causes shall absolutely absolve Foley from any liability to the Customer under the terms hereof.

**2. Payment and Representations.** Unless the Equipment is paid in full in cash at the time of delivery, Foley retains and Customer hereby grants to Foley a purchase-money security interest in the Equipment, including all accessories, spare parts, special fittings, and tools thereof, and all additions, accessions, increases, improvements, renewals, substitutions, or replacements thereof (collectively, the "Collateral"), together with all proceeds from any sale or other disposition of all or any part of the Collateral to secure the full amount owed therefore, together with all interest, fees, and penalties. Unless Customer shall execute a separate security agreement with Foley covering the Collateral, this Agreement shall constitute a security agreement for the Collateral. Promptly upon request, Customer agrees to execute a note or other evidence of Customer's indebtedness for the Collateral, which shall only constitute evidence of such indebtedness and not a payment or satisfaction of such indebtedness. Promptly upon request, Customer shall, at its expense, do any act and execute, acknowledge, deliver, file, register, record, and ratify all documents requested by Foley, in Foley's discretion, to perfect Foley's security interest in the Collateral, including but not limited to, any financing statements. Customer hereby irrevocably appoints Foley its attorney-in-fact, which such appointment shall be coupled with an interest, to do such acts and to execute and file all such documents on Customer's behalf, which power is coupled with an interest, and which power is delegable by Foley. Customer acknowledges that Foley's signature or the signature of its delegate on such documents to be the same as Customer's own for all purposes and with the present intent to authenticate the document. Customer represents and warrants to Foley that (a) Customer has the power to make, deliver, and perform under this Agreement, (b) the person executing this Agreement is authorized to do so on behalf of Customer, (c) this Agreement constitutes a valid obligation of Customer, legally binding upon it and enforceable in accordance with its terms; (d) all credit, financial, and other information submitted to Foley in connection with this Agreement is and shall be true, correct, and complete; (e) the Customer: if an individual, has his or her principal residence in Kansas or Missouri, or in state otherwise indicated on the front of this Agreement, if a registered entity, is registered under the laws of the State of Kansas or Missouri, or in state otherwise indicated on front of this Agreement; if a non-registered entity, has its principal place of business in Kansas or Missouri, or in state otherwise indicated on front of this Agreement; (f) Customer's name set forth on the front of this Agreement is Customer's full, legal name; and (g) the Collateral is and shall remain located in the State of Kansas or Missouri or state otherwise indicated on the front of this Agreement. A breach by Customer in the terms, representations, or warranties of this Agreement or the terms of any invoice for the Equipment hereunder, including but not limited to, failure to pay in full the amount owed for the Equipment within the time periods stated herein or on any such invoice, shall constitute an event of default, and all amounts owing to Foley shall be immediately due, and Foley shall have all rights and remedies in law or in equity, including but not limited to, the Kansas or Missouri Uniform Commercial Code, and as set forth herein. In the event of Customer default of this Agreement, Foley shall be entitled to recover all costs, losses and expenses, including attorney's fees relating to the default and exercise of Foley's remedies.

**3. Delivery and Taxes.** Unless Shipment is provided by Foley, Foley's responsibility for shipment ceases upon delivery to the transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by the Customer direct to the transportation company. Any claims against Foley for shortages in shipments shall be made within fifteen days after receipt of shipment. Customer shall be responsible for all taxes calculated at the time of delivery of the Equipment.

**4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** Customer understands and agrees that Foley is not the manufacturer of the Equipment; the Equipment is of a size, design, capacity, description, and manufacture selected by Customer; Customer is satisfied that the Equipment is suitable and fit for its purposes. The Equipment described herein as "new" is sold subject to such warranties as are made in writing by the manufacturer of the Equipment thereof. Except to the extent a special warranty is made by Foley in writing and executed by Foley's authorized representative, FOLEY MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT, MATERIALS CONTAINED IN THE EQUIPMENT, OR CUSTOMER'S USE THEREOF, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FOLEY SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, WHETHER AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OF USE OR LOSS OF BUSINESS, EVEN IF FOLEY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE MAXIMUM EXTENT OF FOLEY'S LIABILITY TO CUSTOMER SHALL BE THE TOTAL AMOUNT OF ANY PAYMENTS MADE BY CUSTOMER TO FOLEY, HEREUNDER.

**5. Consumer Laws.** The laws of certain jurisdictions prohibit the limitation of certain warranties and the remedies and damages for the breach of such warranties. If any provision of this Agreement is in conflict with any statute or rule of law of any state or district in which jurisdiction may lie for enforcement, then such provision shall be deemed null and void to the extent but only to the extent that it may conflict therewith; and the remaining provisions hereof shall not be invalidated, but may be reformed by the court to the extent necessary to protect the rights of the parties.

**6. Rental Purchase Option.** If the Equipment is being rented by Customer pursuant to a Foley rental agreement with an option to purchase the Equipment, this Agreement shall become effective when Customer notifies Foley of its intent to purchase the Equipment under the rental agreement.

**7. Laws.** This Agreement shall be governed by the laws of Kansas or Missouri. The provisions of the United Nations on Contracts for the International Sale of Goods are expressly excluded from this Agreement. Customer shall comply with all applicable US laws, including but not limited to, export and anti-bribery laws such as the Foreign Corrupt Practices Act.

**8. Privacy Statement.** Customer consents to the collection, use, retention and disclosure of information by Foley and its parent, subsidiary and affiliated entities (collectively, "Foley Entities") in accordance with applicable law, and agrees that such information may be accessed by the Foley Entities and their partners and manufacturers with a legitimate business reason to access it, as well as third parties who may process such information on their behalf. Caterpillar's Data Governance Statement, together with Caterpillar's Global Privacy Statement and any applicable Caterpillar Privacy Notices for its digital offering subscriptions, describes Caterpillar's practices for collecting, sharing and using data and information relating to machines, products or other assets and their associated worksites—for example to enable Cat® Connect and other Digital Offerings. The Data Governance Statement also describes how Caterpillar may perform remote diagnostics and make available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for your assets and devices. By providing data and information to Foley as described herein or to Caterpillar as described in Caterpillar's Data Governance Statement at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html> you agree to its terms as it may be revised from time to time.

**9. Consignment.** If this is a sale of consignment Equipment, Customer acknowledges and understands that Foley is acting only as an agent of the seller/owner of the Equipment in this sales transaction. Therefore, for the purposes of the consignment sale only, the term "Foley" in this Agreement shall apply to both Foley Equipment Company and the seller/owner of the Equipment.

**10. Assignment and Entire Agreement.** Foley may assign this Agreement to a third party. This Agreement covers all agreements between the parties related to this transaction. Foley is not bound by any representative or terms made by any agent related to this transaction which are not contained herein.

Customer's Initials \_\_\_\_\_



SALES AGREEMENT

DATE

Apr 01, 2021

Foley Equipment Company, 1550 S. West Street, Wichita, KS67213 Phone: (316) 943-4211

CUSTOMER CITY OF SEDALIA
STREET ADDRESS 200 S CARGE
CITY/STATE SEDALIA, MO COUNTY PETTIS
POSTAL CODE 65301-4334 PHONE NO. 660-827-3000
CUSTOMER CONTACT: EQUIPMENT BREANDA ARDREY
PRODUCT SUPPORT JUSTIN BRAT
INDUSTRY CODE: LEGISLATIVE BODIES (CITY/COUNTRY) (6121) PRINCIPAL WORK CODE

CUSTOMER NUMBER 030820 Sales Tax Exemption # (if applicable) 12493313 CUSTOMER PO NUMBER (For reference only)

PAYMENT TERMS: NET PAYMENT ON RECEIPT OF INVOICE NET ON DELIVERY FINANCIAL SERVICES CSC LEASE
CASH WITH ORDER \$0.00 BALANCE TO FINANCE \$0.00 CONTRACT INTEREST RATE 0
PAYMENT PERIOD PAYMENT AMOUNT 0.00 NUMBER OF PAYMENTS 0 OPTIONAL BUY-OUT \$0.00

Table with columns: MAKE: TEA, STOCK NUMBER: US0027, MODEL: P385B, SERIAL NUMBER: TDA, YEAR: TEA. Rows include: WELTER P385B ASPHALT PAVER, ENGINE, 140MM TRACK GROUP, PADS, ADJ OSCILLATING PUSH ROLLERS, PAYER PAUSE FUNCTION, GRADE AND SLOPE PREP GROUP, SPRAY DOWN W/SEPARATE TANK AND ONE (1) HOSE REEL, DUAL OPERATORS SEAT, SEAT, STEERING WHEEL CONTROL GROUP, SCREED W/ELECTRIC HEAT, MANUAL ADJUSTABLE EXTENDER HEIGHT AND

TRADE-IN EQUIPMENT
MODEL: YEAR: SN:
PAYOUT TO: AMOUNT: PAID BY:
SELL PRICE \$228,390.00
EXT WARRANTY Included
NET BALANCE DUE \$228,390.00
PLUS ANY APPLICABLE TAXES \$228,390.00
ACH Information: Bank = Wells Fargo NA, ABA number 12100248, Account number 4121956387, Email remittance advice to ACHPMTS@foleyeq.com

CATERPILLAR EQUIPMENT WARRANTY: INITIAL
USED EQUIPMENT WARRANTY: INITIAL
The Customer acknowledges that they have received a copy of the Foley Equipment Company and/or Caterpillar Warranty as applicable and have read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The Customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.
Warranty applicable including expiration date where necessary: 12 months unlimited hours
SOR/EX hr pwr/hy&ele

CSA:
NOTES: Sourcewell member #193317

This order is not valid until approved by Sales Manager

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE NEXT PAGE

ORDER RECEIVED BY Matt Smith REPRESENTATIVE
APPROVED AND ACCEPTED ON PURCHASER
CITY OF SEDALIA PURCHASER
SALES MANAGER BY SIGNATURE
TITLE

## TERMS AND CONDITIONS

**1. Agreement.** This Agreement, when accepted by Foley, shall become a binding contract, and may not be revoked by the Customer. Foley's performance per this Agreement shall be subject to strikes, lockouts, accidents, fire, delays in manufacturing or transportation, acts of God, embargoes, pandemics or governmental action, or any other causes beyond the control of Foley, and any of said causes shall absolutely absolve Foley from any liability to the Customer under the terms hereof.

**2. Payment and Representations.** Unless the Equipment is paid in full in cash at the time of delivery, Foley retains and Customer hereby grants to Foley a purchase-money security interest in the Equipment, including all accessories, spare parts, special fittings, and tools thereof, and all additions, accessions, increases, improvements, renewals, substitutions, or replacements thereof (collectively, the "Collateral"), together with all proceeds from any sale or other disposition of all or any part of the Collateral to secure the full amount owed therefore, together with all interest, fees, and penalties. Unless Customer shall execute a separate security agreement with Foley covering the Collateral, this Agreement shall constitute a security agreement for the Collateral. Promptly upon request, Customer agrees to execute a note or other evidence of Customer's indebtedness for the Collateral, which shall only constitute evidence of such indebtedness and not a payment or satisfaction of such indebtedness. Promptly upon request, Customer shall, at its expense, do any act and execute, acknowledge, deliver, file, register, record, and ratify all documents requested by Foley, in Foley's discretion, to perfect Foley's security interest in the Collateral, including but not limited to, any financing statements. Customer hereby irrevocably appoints Foley its attorney-in-fact, which such appointment shall be coupled with an interest, to do such acts and to execute and file all such documents on Customer's behalf, which power is coupled with an interest, and which power is delegable by Foley. Customer acknowledges that Foley's signature or the signature of its delegate on such documents to be the same as Customer's own for all purposes and with the present intent to authenticate the document. Customer represents and warrants to Foley that (a) Customer has the power to make, deliver, and perform under this Agreement, (b) the person executing this Agreement is authorized to do so on behalf of Customer, (c) this Agreement constitutes a valid obligation of Customer, legally binding upon it and enforceable in accordance with its terms; (d) all credit, financial, and other information submitted to Foley in connection with this Agreement is and shall be true, correct, and complete; (e) the Customer: if an individual, has his or her principal residence in Kansas or Missouri, or in state otherwise indicated on the front of this Agreement, if a registered entity, is registered under the laws of the State of Kansas or Missouri, or in state otherwise indicated on front of this Agreement; if a non-registered entity, has its principal place of business in Kansas or Missouri, or in state otherwise indicated on front of this Agreement; (f) Customer's name set forth on the front of this Agreement is Customer's full, legal name; and (g) the Collateral is and shall remain located in the State of Kansas or Missouri or state otherwise indicated on the front of this Agreement. A breach by Customer in the terms, representations, or warranties of this Agreement or the terms of any invoice for the Equipment hereunder, including but not limited to, failure to pay in full the amount owed for the Equipment within the time periods stated herein or on any such invoice, shall constitute an event of default, and all amounts owing to Foley shall be immediately due, and Foley shall have all rights and remedies in law or in equity, including but not limited to, the Kansas or Missouri Uniform Commercial Code, and as set forth herein. In the event of Customer default of this Agreement, Foley shall be entitled to recover all costs, losses and expenses, including attorney's fees relating to the default and exercise of Foley's remedies.

**3. Delivery and Taxes.** Unless Shipment is provided by Foley, Foley's responsibility for shipment ceases upon delivery to the transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by the Customer direct to the transportation company. Any claims against Foley for shortages in shipments shall be made within fifteen days after receipt of shipment. Customer shall be responsible for all taxes calculated at the time of delivery of the Equipment.

**4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** Customer understands and agrees that Foley is not the manufacturer of the Equipment; the Equipment is of a size, design, capacity, description, and manufacture selected by Customer; Customer is satisfied that the Equipment is suitable and fit for its purposes. The Equipment described herein as "new" is sold subject to such warranties as are made in writing by the manufacturer of the Equipment thereof. Except to the extent a special warranty is made by Foley in writing and executed by Foley's authorized representative, FOLEY MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT, MATERIALS CONTAINED IN THE EQUIPMENT, OR CUSTOMER'S USE THEREOF, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FOLEY SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, WHETHER AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OF USE OR LOSS OF BUSINESS, EVEN IF FOLEY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE MAXIMUM EXTENT OF FOLEY'S LIABILITY TO CUSTOMER SHALL BE THE TOTAL AMOUNT OF ANY PAYMENTS MADE BY CUSTOMER TO FOLEY, HEREUNDER.

**5. Consumer Laws.** The laws of certain jurisdictions prohibit the limitation of certain warranties and the remedies and damages for the breach of such warranties. If any provision of this Agreement is in conflict with any statute or rule of law of any state or district in which jurisdiction may lie for enforcement, then such provision shall be deemed null and void to the extent but only to the extent that it may conflict therewith; and the remaining provisions hereof shall not be invalidated, but may be reformed by the court to the extent necessary to protect the rights of the parties.

**6. Rental Purchase Option.** If the Equipment is being rented by Customer pursuant to a Foley rental agreement with an option to purchase the Equipment, this Agreement shall become effective when Customer notifies Foley of its intent to purchase the Equipment under the rental agreement.

**7. Laws.** This Agreement shall be governed by the laws of Kansas or Missouri. The provisions of the United Nations on Contracts for the International Sale of Goods are expressly excluded from this Agreement. Customer shall comply with all applicable US laws, including but not limited to, export and anti-bribery laws such as the Foreign Corrupt Practices Act.

**8. Privacy Statement.** Customer consents to the collection, use, retention and disclosure of information by Foley and its parent, subsidiary and affiliated entities (collectively, "Foley Entities") in accordance with applicable law, and agrees that such information may be accessed by the Foley Entities and their partners and manufacturers with a legitimate business reason to access it, as well as third parties who may process such information on their behalf. Caterpillar's Data Governance Statement, together with Caterpillar's Global Privacy Statement and any applicable Caterpillar Privacy Notices for its digital offering subscriptions, describes Caterpillar's practices for collecting, sharing and using data and information relating to machines, products or other assets and their associated worksites—for example to enable Cat@ Connect and other Digital Offerings. The Data Governance Statement also describes how Caterpillar may perform remote diagnostics and make available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for your assets and devices. By providing data and information to Foley as described herein or to Caterpillar as described in Caterpillar's Data Governance Statement at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html> you agree to its terms as it may be revised from time to time.

**9. Consignment.** If this is a sale of consignment Equipment, Customer acknowledges and understands that Foley is acting only as an agent of the seller/owner of the Equipment in this sales transaction. Therefore, for the purposes of the consignment sale only, the term "Foley" in this Agreement shall apply to both Foley Equipment Company and the seller/owner of the Equipment.

**10. Assignment and Entire Agreement.** Foley may assign this Agreement to a third party. This Agreement covers all agreements between the parties related to this transaction. Foley is not bound by any representative or terms made by any agent related to this transaction which are not contained herein.

Customer's Initials \_\_\_\_\_





# SALES AGREEMENT

DATE Apr 01, 2022

Foley Equipment Company, 1550 S. West Street, Wichita, KS67213 Phone: (316) 943-4211

CUSTOMER	CITY OF SEDALIA		
STREET ADDRESS	200 S OSAGE		
CITY/STATE	SEDALIA, MO	COUNTY	PETTIS
POSTAL CODE	65301-4334	PHONE NO.	660-827-3090
CUSTOMER CONTACT:	EQUIPMENT	JUSTIN BRAY	BRENDA ARDREY
	PRODUCT SUPPORT	JUSTIN BRAY	
INDUSTRY CODE:	LEGISLATIVE BODIES (CITY/COUNTY) (3121)	PRINCIPAL WORK CODE	

CUSTOMER NUMBER	030820	Sales Tax Exemption # (if applicable)	12493333	CUSTOMER PO NUMBER (For reference only)	
-----------------	--------	---------------------------------------	----------	---	--

PAYMENT TERMS: <span style="float: right;">(All terms and payments are subject to Finance Company - OAC approval)</span>					
NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/>
CASH WITH ORDER	50.00	BALANCE TO FINANCE	50.00	CONTRACT INTEREST RATE	0
PAYMENT PERIOD		PAYMENT AMOUNT	0.00	NUMBER OF PAYMENTS	0
				OPTIONAL BUY-OUT	\$0.00

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE	MODEL	YEAR	TBA
STOCK NUMBER: VCH0217	SERIAL NUMBER: DTP9		
272D3 SKID STEER LOADER	512-4272	FILM, RIDE CONTROL, ANSI	422-3445
CAB PACKAGE, ULTRA	588-9097	HEATER, ENGINE COOLANT, 120V	345-3556
RIDE CONTROL	512-3491	COUNTERWEIGHT, MACHINE, EXTERNAL	345-5148
BATTERY, EXTRA HD, DISC, 1000 CCA	568-5612	PACKING, ROLL ON - ROLL OFF	0P-0226
REAR LIGHTS	356-6082	BUSSEIGP86T - VGN00263	0P0096
DOOR, CAB, POLYCARBONATE	539-8061	HBSSEF - UGN03745	0P0096
SEAT BELT, 2"	542-6994	BROOM, UTILITY, BULLB, BOCE	493-2259
PRODUCT LINK, CELLULAR PL243	566-7115	STUMP GRINDER, SG36	424-0460
TIRES, 14/17.5 CAT 14PR	331-2490		
QUICK COUPLER, HYDRAULIC	512-3401		
CERTIFICATION ARR, P65	563-1163		
INSTRUCTIONS, ANSI, USA	512-4282		
SERIALIZED TECHNICAL MEDIA KIT	421-8926		
SHIPPING/STORAGE PROTECTION	0P-2266		
FILM, SELF LEVEL, ANSI	435-9238		

TRADE-IN EQUIPMENT				SELL PRICE	
MODEL: B63 - BORGAT (BT)	YEAR: 2002	SN: 514451501			\$91,900.00
PAYOUT TO:	AMOUNT:	PAID BY: Dealer		EXT WARRANTY	Included
MODEL:	YEAR:	SN:		CSA	Included
PAYOUT TO:	AMOUNT:	PAID BY:		LESS GROSS TRADE ALLOWANCE	(\$13,790.00)
MODEL:	YEAR:	SN:		NET BALANCE DUE	\$78,200.00
PAYOUT TO:	AMOUNT:	PAID BY:		PLUS ANY APPLICABLE TAXES	\$78,200.00
MODEL:	YEAR:	SN:		ACH Information:	
PAYOUT TO:	AMOUNT:	PAID BY:		Bank = Wells Fargo NA	
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY FOLEY AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.				ABA number 121000248	
CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO FOLEY AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.				Account number 4121958387	
				Email remittance advice to ACHPMTS@foleyeq.com	
				Customer responsible for all applicable taxes at the time of delivery.	

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL	<input type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL
<p>The Customer acknowledges that they have received a copy of the Foley Equipment Company and/or Caterpillar Warranty as applicable and have read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The Customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.</p> <p>Warranty applicable including expiration date where necessary: 24 Month 2000 Hour Premier 36m/3k hr pre w/ travel EP220325-00B</p>		<p>All used equipment is sold as is where is and no warranty is offered or implied except as specified here:</p> <p>Warranty applicable:</p>	
CSA: FM220325-009 2500hr basic			
NOTES: Sourcewell Member #193117			

This order is not valid until approved by Sales Manager

**THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE NEXT PAGE**

ORDER RECEIVED BY	Matt Smith	APPROVED AND ACCEPTED ON	
	REPRESENTATIVE	CITY OF SEDALIA	PURCHASER
	SALES MANAGER BY	SIGNATURE	TITLE

## TERMS AND CONDITIONS

**1. Agreement.** This Agreement, when accepted by Foley, shall become a binding contract, and may not be revoked by the Customer. Foley's performance per this Agreement shall be subject to strikes, lockouts, accidents, fire, delays in manufacturing or transportation, acts of God, embargoes, pandemics or governmental action, or any other causes beyond the control of Foley, and any of said causes shall absolutely absolve Foley from any liability to the Customer under the terms hereof.

**2. Payment and Representations.** Unless the Equipment is paid in full in cash at the time of delivery, Foley retains and Customer hereby grants to Foley a purchase-money security interest in the Equipment, including all accessories, spare parts, special fittings, and tools thereof, and all additions, accessions, increases, improvements, renewals, substitutions, or replacements thereof (collectively, the "Collateral"), together with all proceeds from any sale or other disposition of all or any part of the Collateral to secure the full amount owed therefore, together with all interest, fees, and penalties. Unless Customer shall execute a separate security agreement with Foley covering the Collateral, this Agreement shall constitute a security agreement for the Collateral. Promptly upon request, Customer agrees to execute a note or other evidence of Customer's indebtedness for the Collateral, which shall only constitute evidence of such indebtedness and not a payment or satisfaction of such indebtedness. Promptly upon request, Customer shall, at its expense, do any act and execute, acknowledge, deliver, file, register, record, and ratify all documents requested by Foley, in Foley's discretion, to perfect Foley's security interest in the Collateral, including but not limited to, any financing statements. Customer hereby irrevocably appoints Foley its attorney-in-fact, which such appointment shall be coupled with an interest, to do such acts and to execute and file all such documents on Customer's behalf, which power is coupled with an interest, and which power is delegable by Foley. Customer acknowledges that Foley's signature or the signature of its delegate on such documents to be the same as Customer's own for all purposes and with the present intent to authenticate the document. Customer represents and warrants to Foley that (a) Customer has the power to make, deliver, and perform under this Agreement, (b) the person executing this Agreement is authorized to do so on behalf of Customer, (c) this Agreement constitutes a valid obligation of Customer, legally binding upon it and enforceable in accordance with its terms; (d) all credit, financial, and other information submitted to Foley in connection with this Agreement is and shall be true, correct, and complete; (e) the Customer, if an individual, has his or her principal residence in Kansas or Missouri, or in state otherwise indicated on the front of this Agreement, if a registered entity, is registered under the laws of the State of Kansas or Missouri, or in state otherwise indicated on front of this Agreement; if a non-registered entity, has its principal place of business in Kansas or Missouri, or in state otherwise indicated on front of this Agreement; (f) Customer's name set forth on the front of this Agreement is Customer's full, legal name; and (g) the Collateral is and shall remain located in the State of Kansas or Missouri or state otherwise indicated on the front of this Agreement. A breach by Customer in the terms, representations, or warranties of this Agreement or the terms of any invoice for the Equipment hereunder, including but not limited to, failure to pay in full the amount owed for the Equipment within the time periods stated herein or on any such invoice, shall constitute an event of default, and all amounts owing to Foley shall be immediately due, and Foley shall have all rights and remedies in law or in equity, including but not limited to, the Kansas or Missouri Uniform Commercial Code, and as set forth herein. In the event of Customer default of this Agreement, Foley shall be entitled to recover all costs, losses and expenses, including attorney's fees relating to the default and exercise of Foley's remedies.

**3. Delivery and Taxes.** Unless Shipment is provided by Foley, Foley's responsibility for shipment ceases upon delivery to the transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by the Customer direct to the transportation company. Any claims against Foley for shortages in shipments shall be made within fifteen days after receipt of shipment. Customer shall be responsible for all taxes calculated at the time of delivery of the Equipment.

**4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** Customer understands and agrees that Foley is not the manufacturer of the Equipment; the Equipment is of a size, design, capacity, description, and manufacture selected by Customer; Customer is satisfied that the Equipment is suitable and fit for its purposes. The Equipment described herein as "new" is sold subject to such warranties as are made in writing by the manufacturer of the Equipment thereof. Except to the extent a special warranty is made by Foley in writing and executed by Foley's authorized representative, FOLEY MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT, MATERIALS CONTAINED IN THE EQUIPMENT, OR CUSTOMER'S USE THEREOF, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FOLEY SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, WHETHER AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OF USE OR LOSS OF BUSINESS, EVEN IF FOLEY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE MAXIMUM EXTENT OF FOLEY'S LIABILITY TO CUSTOMER SHALL BE THE TOTAL AMOUNT OF ANY PAYMENTS MADE BY CUSTOMER TO FOLEY, HEREUNDER.

**5. Consumer Laws.** The laws of certain jurisdictions prohibit the limitation of certain warranties and the remedies and damages for the breach of such warranties. If any provision of this Agreement is in conflict with any statute or rule of law of any state or district in which jurisdiction may lie for enforcement, then such provision shall be deemed null and void to the extent but only to the extent that it may conflict therewith; and the remaining provisions hereof shall not be invalidated, but may be reformed by the court to the extent necessary to protect the rights of the parties.

**6. Rental Purchase Option.** If the Equipment is being rented by Customer pursuant to a Foley rental agreement with an option to purchase the Equipment, this Agreement shall become effective when Customer notifies Foley of its intent to purchase the Equipment under the rental agreement.

**7. Laws.** This Agreement shall be governed by the laws of Kansas or Missouri. The provisions of the United Nations on Contracts for the International Sale of Goods are expressly excluded from this Agreement. Customer shall comply with all applicable US laws, including but not limited to, export and anti-bribery laws such as the Foreign Corrupt Practices Act.

**8. Privacy Statement.** Customer consents to the collection, use, retention and disclosure of information by Foley and its parent, subsidiary and affiliated entities (collectively, "Foley Entities") in accordance with applicable law, and agrees that such information may be accessed by the Foley Entities and their partners and manufacturers with a legitimate business reason to access it, as well as third parties who may process such information on their behalf. Caterpillar's Data Governance Statement, together with Caterpillar's Global Privacy Statement and any applicable Caterpillar Privacy Notices for its digital offering subscriptions, describes Caterpillar's practices for collecting, sharing and using data and information relating to machines, products or other assets and their associated worksites—for example to enable Cat® Connect and other Digital Offerings. The Data Governance Statement also describes how Caterpillar may perform remote diagnostics and make available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for your assets and devices. By providing data and information to Foley as described herein or to Caterpillar as described in Caterpillar's Data Governance Statement at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html> you agree to its terms as it may be revised from time to time.

**9. Consignment.** If this is a sale of consignment Equipment, Customer acknowledges and understands that Foley is acting only as an agent of the seller/owner of the Equipment in this sales transaction. Therefore, for the purposes of the consignment sale only, the term "Foley" in this Agreement shall apply to both Foley Equipment Company and the seller/owner of the Equipment.

**10. Assignment and Entire Agreement.** Foley may assign this Agreement to a third party. This Agreement covers all agreements between the parties related to this transaction. Foley is not bound by any representative or terms made by any agent related to this transaction which are not contained herein.

Customer's Initials \_\_\_\_\_

To: Kelvin Shaw  
Through: Brenda Ardrey *BA*  
From: Justin Bray  
Date: April 1, 2022  
Subject: Updated: Foley Equipment Purchases for Street Division  
Under Sourcewell (NJPA Cooperative Purchasing Agreement)

The Public Works Department recommends the City Council approve the purchase of three (3) pieces of equipment for the Street Division from Foley Equipment of Sedalia under Cooperative Purchasing Agreement #193317 with Sourcewell, formerly NJPA which complies with the City's Financial Management Policy, page 15, which follows:

#### 8. Cooperative Procurement Programs

Department Heads are encouraged to use cooperative purchasing programs sponsored by the State of Missouri or other governmental agencies. Cooperative purchasing can prove advantageous to the City by taking advantage of the large quantity purchases made by State Government. Purchases made through these programs have met the requirements of competitive bidding and require the approval of the Department Head and City Administrator. Any related contracts or agreements covering less than \$10,000.00 may also be executed by the Mayor or City Administrator. However, any related contracts or agreements covering \$10,000.00 or more must have specific Council approval. Department Heads are encouraged to check with the State regarding cooperative procurement contracts in effect prior to making any large purchase.

Public Works also looked at other units available and compared technical specifications, warranties and pricing. Each piece of equipment is further detailed below and attached are equipment brochures for each unit.

- (1) The purchase of a cold planer (miller) was budgeted and approved for the Street Division in the FY 2023 budget at \$530,000 as an added piece of equipment with the ability to mill a path 48" wide and convey the millings directly into a dump truck. Additionally, this allows a significantly larger area to be milled at a much faster rate than any existing equipment owned by the City of Sedalia. The Caterpillar PM312-02B planer available under the Sourcewell Agreement will allow the Street Division to mill existing roadways and alleys prior to asphalt replacement. The local Foley Equipment dealer was able to provide the Caterpillar unit at a price of \$527,600 within the budgeted amount and with a balance of \$2,400 remaining. The miller is immediately available upon Council approval. The warranty is for 12 months with unlimited hours and 60 months 1,500 hours thereafter including travel. The local Foley representative contacted Public Works on Friday, April 1, 2022 to let us know that when he was confirming the sales price of the miller he determined there had been an error in the price provided based on the actual VIN number of the unit sold. The price for the planer is \$522,500 an additional \$5,100 savings.
- (2) The purchase of an asphalt paver was budgeted and approved for the Street Division in the FY 2023 budget at \$230,000 to replace the existing Leeboy 850 paver. The recommended Weiler Commercial Asphalt Paver P185B will pave up to a 14' lane at a single pass. Caterpillar was able under the Sourcewell Agreement to provide the commercial grade paver for \$228,390 within the

budgeted amount and with a balance of \$1,610. The paver will allow the Street Division to pave longer sections of roadway within an acceptable tolerance because of grade control. Other similarly sized and priced units utilize tires rather than tracks. The paver is available to the City around May 1, 2022. The warranty is for 12 months with unlimited hours and 60 months 3,000 hours for powertrain, hydraulic and electronic components.

- (3) The purchase of a skid steer loader with high flow was budgeted and approved for the Street Division in the FY2023 budget at \$81,775 to replace an existing aged Bobcat. Foley Equipment was able to provide a Caterpillar 272D3 skid steer with high flow, a stump grinder and broom at a package price of \$78,200 under the Sourcewell Agreement with trade-in value for the existing aged Bobcat of \$13,700. A stump grinder was requested during the budget process at a cost of \$10,200, but was unable to be funded for this year. With the package available under the SourceWell Agreement and the trade-in of the existing loader, the new loader, broom and grinder are within the currently budgeted amount with a balance of \$3,575 remaining after purchase. This unit will be used by the Street Division the majority of the time for asphalt work on streets for milling and sweeping streets and for stump grinding where public trees have been removed due to damage or disease. The paver is available to the City around May 1, 2022. The warranty is for 24 months with 2,000 hours Premier coverage and 36 months 3,000 hours with travel. Public Works requests Council consider allowing purchase of the package with the broom and grinder.

Thank you.

# Memorandum

**To:** Mayor John Kehde & Sedalia City Council

**From:** John Simmons, Community Development Director

**Date:** 3/31/2022

**Re:** Bid Rejection - Repair/Replacement of Building Roof – 119 West Main Street

---

The City of Sedalia received four proposals for the advertised project prior to the July 22, 2022 deadline.

Staff recommends the rejection of all bids as redevelopment of the property has not occurred per the anticipated timeline. Continued focus on locating a developer for the property remains the priority for this property.

**TABULATION OF BIDS**

**Roof Repair/Replacement 119 West Main Street**

July 22, 2021 2:00 p.m.  
Council Chambers

	ASR Commercial Roofing Attn: Rachel Busche PO Box 105526 Jefferson City, MO 65101	Apple's Construction & Roofing Attn: Rey Bedolla 259 E. Saline Sedalia, MO 65301	Compass Roofing Attn: Andrew Christ 9300 NW 63rd St., Ste #5 Parkville, MO 64152	SLV Roofing Service Attn: Tom Miller 24813 CR 214 Carrollton, MO 64633
	Amount	Amount	Amount	Amount
<b>TOTAL</b>	<b>\$152,741.00</b>	<b>\$188,500.00</b>	<b>\$193,300.00</b>	<b>\$387,411.00</b>
Roofing System	60 mil, EPDM fully adhered	60 mil, TPO Membrane	60 mil, TPO membrane w/Cav Grip adhesive, Carlisle Syntec materials	80 mil, IB roofing system single ply
Warranty	20 year Carlisle Golden Seal Total System	Manufacturer 30 years; Workmanship 7 yrs.	20 year No Dollar Limit total system; 2 year installation	Manufacturer 20 years; Labor 20 years
Notes		Reframing cost & labor deducted from original price; Approx. \$40,000 to \$60,000; determined after removal and how much needs to be fixed	Additional roof deck replacement unit cost \$45.00/sq. ft.; if Payment & Performance Bond required add \$4,832.00	Bid Bond included; After demo, install/replace damaged rafters add \$1,000/rafter

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

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

**AN ORDINANCE AMENDING DIVISION 4 OF CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI TO INCORPORATE THE MAIN STREET MODEL INTO CENTRAL BUSINESS AND CULTURAL DISTRICT BOARD FUNCTIONS.**

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

**Section 1.** Division 4 of Chapter 2 of the Code of Ordinances of the City of Sedalia, Missouri is hereby amended to read as follows:

**“DIVISION 4. BOARD OF DIRECTORS OF THE CENTRAL BUSINESS AND CULTURAL DISTRICT**

**Sec. 2-340. - Creation.**

The city council hereby creates an advisory board to be known as the board of directors of the central business and cultural district.

**Sec. 2-341. - Composition.**

The board of directors of the central business and cultural district shall be composed of 12 members to be appointed by the Mayor with the advice and consent of city council. Directors shall be residents of Pettis County Missouri. In selecting members to serve in this capacity the Mayor should give priority to appointing individuals that are owners of real property within the district, residents of the district, persons who own, manage, operate or are employed by a business located in the central business and cultural district, or are by the nature of their experience in property management and business expertise would be a benefit to the advisory board. They shall serve without compensation and shall not be paid officers or employees of the city. The term of office shall be three years, except in the first appointment to the board four members shall be appointed for terms of three years, and four for terms of two years, and four for terms of one year. Thereafter, on or before January 1 of each year, the city council shall make appointments to fill member terms expiring at that time. Insofar as possible, the city council, in making appointments, will seek to represent the diverse interests of the central business and cultural district area, including the interests of property owners, tenants, merchants and other direct interests. The city employee filling the position of Planner / Downtown Specialist shall also serve as an ex-officio, non-voting member of the board and each committee.

**Sec. 2-342. - Responsibility.**

The board of directors of the central business and cultural district shall have the responsibility and be required to:

(1) Make recommendations to the city council as to public improvements within the central business and cultural district which will be funded by additional revenues collected within the district;

(2) Make recommendations to the city council on the use of additional revenue derived from any special tax to be imposed within the central business and cultural district pursuant to this article, provided that the use of such revenue shall be referred to the board for its review and recommendation; and

(3) Advise and assist the council on such other matters specifically relating to the central business and cultural district on which the council may seek recommendation.

(4) Establish and manage four volunteer committees (Design, Organization, Promotion and Economic Vitality) consistent with the National Main Street model. The chairmen of each committee shall be a member of the central business and cultural district board and shall report to the full board on activities of the committee at each meeting of the board for incorporation of the board's advice to city council.

- a) The Design Committee shall focus on enhancing the physical and visual elements of downtown public spaces by place making while drawing attention or focus on the unique assets that set the commercial district apart.
- b) The Organization Committee shall focus on raising money for projects, from donations and sponsorships; recruiting and organizing volunteers; and promoting the downtown area.
- c) The Promotion Committee shall focus on coordinating advertising, promoting a positive image of downtown and planning special promotional events. They will identify the downtown's assets, compile information about the marketplace, analyze all data and match assets with market niches. The Promotion Committee will write a positioning statement and develop a district marketing strategy.
- d) The Economic Vitality Committee shall focus on marketing the downtown in such a way as to ensure a vibrant district. They will learn about the district's current economic condition and identify opportunities for market growth; strengthen existing businesses and recruit new ones; find new economic uses of traditional downtown Sedalia historic buildings; develop financial incentives and capital for building rehabilitations and business development; and monitor the economic performance of the district.

**Sec. 2-343. - Meetings.**

The board of directors of the central business and cultural district shall meet no less than annually to fulfill the obligation to develop an annual report and advise council on the use of revenues derived from the district as described herein. The board is encouraged to hold meetings once each month at a time and place to be determined by the board and such meetings shall be called for by the chairperson of the board, the Mayor, or the city council. Further, any three members may call a meeting by providing no less than fifteen business days' notice in writing to all members. Five members of the board shall constitute a quorum for the transaction of business. Any board member having three absences without just cause within a period of one year, or who shall be absent from all meetings for any reason for four consecutive months (when



regular meetings have been held in said four months) without prior Mayor or city council consent shall automatically forfeit his or her office. It shall be the duty of the chairperson of the board to promptly notify the Mayor or city council of the vacancy.

**Sec. 2-344. - Officers.**

The board shall elect three of its members to serve as chairperson, vice-chairperson and secretary. Each officer shall hold office for a term of one year. When any officer's appointment to the board expires or becomes vacant, the board shall elect a new officer.

**Sec. 2-345. - Annual report.**

The board of directors of the central business and cultural district shall make an annual report to the city council in May of each year, which shall include the board's recommendation on the special tax levy to be imposed upon the property within the boundaries of the district for the coming year and recommendations on any public improvement to be constructed within the central business and cultural district which should be included within the capital improvements program for the subsequent fiscal year.

**Sec. 2-346. - Other reports.**

The board shall make such other reports to the city council as the council may from time to time request or the board may deem advisable.”

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

Read two times by title, copies of the proposed Ordinance having been made available for public inspection prior to the time the Bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 4<sup>th</sup> day of April, 2022.

---

Presiding Officer of the Council

Approved by the Mayor of said City this 4<sup>th</sup> day of April, 2022.

ATTEST:

---

John Kehde, Mayor

---

Arlene Silvey, MPCC  
City Clerk

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

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

**AN ORDINANCE APPROVING A MURAL LICENSE AGREEMENT FORM.**

**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 Mural License Agreement Form, attached hereto as Exhibit A, and incorporated by reference herein.

**Section 2.** The Mayor or City Administrator are authorized and directed to execute any mural license agreement in the same form and content as the agreement has been proposed.

**Section 3.** The City Clerk is hereby directed to file in her 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 4<sup>th</sup> day of April, 2022.

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

Approved by the Mayor of said City this 4<sup>th</sup> day of May, 2022.

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

ATTEST:

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

## MURAL LICENSE AGREEMENT

This License Agreement (“Agreement”) is entered into on this \_\_\_ day of [MONTH], 2022 (the “Effective Date”), by an between the City of Sedalia, Missouri, a municipal corporation (the “City”) as Licensee, and [NAME] (“Owner”).

### RECITALS

**WHEREAS**, the City has adopted a program for the placement of art in and on public and private locations throughout the City. The Community Development Department administers the City’s ; and

**WHEREAS**, Owner is the owner of the real property known as [BUSINESS NAME], located at [ADDRESS], Sedalia, Missouri, legally described in Exhibit A, attached hereto and incorporated herein, and is willing to grant to the City, subject to and in accordance with the terms, conditions, covenants, and provisions of this Agreement, a license to make said property available to the City for the placement of public art, as that term is used in the Sedalia Code of Ordinances, (hereinafter, “Artwork”). Said Artwork is described in Exhibit B, attached hereto and incorporated herein.

In consideration of the mutual agreements set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**A. Grant of License.** Subject to the terms, conditions, covenants and provisions of the Agreement, Owner grants to City a non-exclusive, nontransferable license (the “License”) for the sole purpose of painting a Mural on that portion of the Building location described above and in Exhibit A. Owner shall provide to City reasonable non-exclusive access to, and reasonable non-exclusive use of, space or pathways adjacent to the Building, as reasonable, necessary, and incident to painting the Mural.

**B. Term of License.** The License shall be for a term of twenty (20) years commencing from the

Effective Date. The License shall remain in full force and effect unless and until terminated as provided in Section C below.

**C. Termination.** The License may be terminated by either party upon thirty (30) days written notice to the other party, subject to the provisions of section C(1) below. The artwork shall be removed and the Property restored to its prior condition in accordance with the provisions of section C(2) below.

1. The License may be terminated by the Owner with the City's written consent upon Owner's showing of any of the following:

(i) if necessary to effectuate or accommodate any structural changes, necessary architectural corrections, or alterations to the part of the Building comprised of the wall on which the Mural is to be painted;

(ii) the building suffers a major casualty or condemnation which materially affects the Building or portions of the mural thereof;

(iii) the Property is sold and the buyer requires removal of the license as a condition of the purchase and sale;

(iv) the Property is to be refinanced and the lender requires removal of the license as a condition of the refinancing; or

(v) circumstances have materially changed and the continued existence of the license or maintenance of the Artwork substantially impedes Owner's reasonable use and enjoyment of the Property.

The City shall not unreasonably withhold consent to termination upon Owner's satisfactory demonstration of any of the foregoing conditions of termination.

2. **Removal.** The City and Owner agree that upon termination of the license by either party, the Artwork shall be removed by the terminating party and the Property restored, at the terminating party's cost, to its prior condition. Such removal shall occur within 30 days of the

termination of the license, unless this period is extended in writing by the City. If the license term expires and is not terminated by either party, the City, at its cost, will remove the Artwork and will restore the Property to its prior condition.

i. The City will not be responsible for the cost of removal of the Artwork or the subsequent restoration of the Property if either the removal or restoration is effectuated by some party other than the City, including Owner; however, the City may elect to pay for removal or restoration costs under such circumstances if the City agrees to do so, in writing, before the removal or restoration is undertaken.

**D. Installation and Insurance.** City shall solely be responsible for negotiating and entering into the agreement with the artist (the "Artist") for the Mural, and Owner shall have no responsibility or liability in connection therewith. The Mural shall be installed and maintained at City's sole cost and expense. City's access to the Property and the Licensed Area is solely for the purpose of installing and maintain the Mural in the Licensed Area, subject to advance notice to, and in coordination with Owner. No portion of the Licensed Area shall be used by City for any other purposes than herein expressly permitted. During the installation and any maintenance work on the Mural, City will require the Artist, and each contractor utilized by the Artist, to obtain and maintain, enforce a policy of public liability insurance with coverage limits of \$1,000,000.00 covering activities of the Artist under this Agreement. If required by state law, City will require the Artist, and any contractor used by the Artist to maintain workers' compensation coverage with statutory limits and employer's liability coverage. All work done in conjunction with the installation and maintenance of the Mural shall comply with all applicable laws and regulations.

**E. Responsibility of City.** City shall conduct all activities related to the Mural in such a manner as will minimize any disruption of or interference with the normal activities of the Owner. City agrees to use its best efforts to complete the Mural in as short a period of time as is commercially reasonable. The

Mural and all activities related thereto shall be completed promptly in a good and workmanlike manner and in compliance with all applicable governmental laws, regulations and other requirements.

**F. Risk and Permits.** City shall (i) enter and use the Property and the Licensed Area, and conduct all activities related to the Mural, as its sole risk and expense; (ii) obtain, at its own cost and expense, all governmental approvals, licenses, permits and certificates, comply with all laws, statutes, rules and regulations, and pay any sales or use taxes or other taxes, impositions or levies as are required by any governmental authority. Nothing herein obligates City to pay any part of the real estate taxes for the Property. Owner agrees to not seek any exemption for real estate taxes as a result of this Agreement.

**G. Condition of Licensed Area and Access.** City acknowledges that the Licensed Area is presented to City under these terms and conditions in its "As Is" "Where Is" condition, with all faults (if any). Any defect, condition, or other circumstance which City may find disagreeable in respect of the licensed Area shall not give rise to any right, claim or demand on behalf of City. City shall not install, construct or erect any structures, buildings, signs or other improvements on the Licensed Area or the property, except for the Mural on the Licensed Area and a suitable plaque regarding the Mural. City shall not interfere with or cause disturbance to the use and quiet enjoyment of any property of the Property by the Owner, Tenant, or any other City, tenant or occupant thereof. Owner shall not cover or obstruct the view of the Mural or Licensed Area.

**H. License Only, Binding Effect, and Other Provisions.** Owner and City expressly agree and declare that this Agreement shall not (i) create between them the relationship of landlord and tenant with respect to the Licensed Area, or (ii) confer any rights upon City as would amount in law to a landlord-tenant relationship, or (iii) create a joint venture or other arrangement between Owner and City. This Agreement creates a privilege on the part of the City, personal to City, to install and maintain the Mural in the License Area in the manner described in this Agreement. This Agreement may not be changed or terminated orally. This Agreement shall be binding upon and inure to the benefit of the

respective heirs, executors, administrators, successors and assigns of the parties. The recitals set forth at the beginning of this Agreement are hereby incorporated within and made an integral part of this Agreement.

I. **Notices.** All notices, consents, approvals and requests required or permitted under this Agreement shall be given in writing and shall be effective for all purposes if sent by certified United States mail to the following addresses:

<b>City - City of Sedalia</b>	<b>Owner – [NAME]</b>
City Hall	[ADDRESS] _____
200 S. Osage Ave.	_____
Sedalia, Missouri 65301	_____

**AND**

**Office of the City Attorney**  
Lauber Municipal Law  
250 NE Tudor Rd  
Lee's Summit, Missouri 64086

J. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which collectively shall be deemed one and the same instrument.

**In witness whereof,** the parties hereto have set their hands by their duly authorized representatives effective on the day and year written below.

**K. Invalidity of Particular Provisions.** Should any term, provision, condition or other portion of this Agreement or the application thereof be held to be inoperative, invalid or unenforceable, the remainder of this Agreement or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

**L. Governing Law; Venue.** This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Missouri. Venue shall lie in Pettis

County, Missouri.

Dated: \_\_\_\_\_, 2022.

City of Sedalia

By: \_\_\_\_\_

"CITY"

Owner

Dated: \_\_\_\_\_, 2022.

By: \_\_\_\_\_

"OWNER"



Exhibit A

Legal Description of Property

Exhibit B

Artwork

## MEMO

To: City Administrator Kelvin Shaw  
From: Joleigh Cornine, Planner/Downtown Specialist  
Date: March 30, 2022

Subject: Ordinance Approving Agreement Between the City of Sedalia and  
Building Owners for Mural Installations

I am requesting City Council approval for the enclosed agreement between the City and building owners to be used when we intend to place a mural on their building. This agreement is also part of the grant requirements listed in the Marketing Heritage and Cultural Tourism in Rural Missouri (MHCT) grant; the funding that has helped spearhead the mural at 209 S. Ohio Avenue. As we continue to encourage more art installations in downtown Sedalia, the agreement can be utilized for future mural projects.

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

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

**AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FROM STEFANIE AZIERE-SATTLER FOR THE COMPLETION OF A MURAL LOCATED AT 209 SOUTH OHIO AVENUE.**

**WHEREAS**, the City of Sedalia, Missouri has received a quote from Stefanie Aziere-Sattler, for the completion of a mural in Downtown Sedalia on the South exterior wall of the building located at 209 South Ohio Avenue; and

**WHEREAS**, under the quote, the City of Sedalia shall pay the sum and amount of Twenty Thousand Dollars (\$20,000.00) to Stefanie Aziere-Sattler, for said mural as more fully described in the proposed quote attached hereto as Exhibit A and incorporated by reference herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri hereby approves and accepts the quote by and between the City of Sedalia, Missouri and Stefanie Aziere-Sattler in substantively the same form and content as the quote has been proposed.

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

**Section 3.** The City Clerk is hereby directed to file in her office a duplicate or copy of the quote 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 4<sup>th</sup> day of April, 2022.

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

Approved by the Mayor of said City this 4<sup>th</sup> day of April, 2022.

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

ATTEST:

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

March 25, 2022

Dear Ms. Cornine,

This letter is to confirm my interest in assisting you with the completion of a mural in downtown Sedalia, on the building located at 209 S. Ohio, south exterior wall.

The proposed cost for the mural will be \$20,000; this cost includes the mural design and labor, wall preparation and paint. My liability insurance and my supplies necessary to actually complete the art work are included in this figure. Please do not hesitate to contact me during normal business hours at (660) 221-7792.

Agreement of payment would be as follows:

\$10,000.00 down payment upon approval of mural design  
\$10,000.00 final payment due upon completion of the mural  
\$20,000.00

Prior to the start of the project, I will provide a rendering of the mural to City staff for their review and approval. Once approval and the down payment have been obtained, I will be able to begin the work.

I understand this project must be completed prior to September 15, 2022 in order for the Marketing Heritage and Cultural Tourism in Rural Missouri grant reporting to be submitted by September 30, 2022.

Thank you again for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Stefanie Azicere-Sattler". The signature is written in black ink and is positioned above the printed name.

Stefanie Azicere-Sattler

## MEMO

To: City Administrator Kelvin Shaw

From: Joleigh Cornine, Planner/Downtown Specialist

Date: March 30, 2022

Subject: Ordinance Approving Agreement Between the City of Sedalia and  
Artist Stefanie Aziere-Sattler

I am requesting City Council approval for the enclosed agreement between the City and Artist Stefanie Aziere Sattler. As noted in Ms. Sattler's letter, the City will provide \$10,000 initial payment in order for the artist to secure her materials and start on the project after Staff has reviewed and approved the final draft. The remaining \$10,000 will be paid to Mrs. Aziere-Sattler upon completion of the mural.