



City Council Meeting Agenda
Monday, May 16, 2022 – 6:30 p.m.
City Hall, 200 South Osage, Sedalia MO

MAYOR: ANDREW L. DAWSON

MAYOR PRO-TEM: TINA BOGGESS

- A. CALL TO ORDER** – Mayor Dawson – Council Chambers
- B. PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. SERVICE AWARDS** - None
- E. SPECIAL AWARDS** - None
- F. RETIREMENT AWARDS** - None
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
 - A.** Council Meeting – May 2, 2022
 - B.** Work Session – May 4, 2022
 - C.** Special Council Meeting – May 9, 2022
 - D.** Work Session – May 9, 2022
- II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES** - None
- III. ROLL CALL OF STANDING COMMITTEES**
 - A. COMMUNITY DEVELOPMENT** – Chairwoman Rhiannon Foster; Vice Chairman Bob Cross
 - 1. Presentation** – Central Business & Cultural District Annual Report (David Esser, Presenter)
 - 2. Site Nomination** – George R. Smith College
 - Council Discussion led by Chairwoman Foster
 - R** Call for Resolution nominating the site of the George R. Smith College as a historic landmark – Mayor Dawson
 - B. FINANCE / ADMINISTRATION** – Chairman Lucas Richardson; Vice Chairman Jack Robinson
 - 1. Presentation** – Financial Update (Kelvin Shaw, Presenter)
 - 2. Approve Records Destruction Request** for the City Clerk’s Office
 - 3. Funding and Development** – National Steamboat Museum
 - Council Discussion led by Chairman Richardson
 - R** Call for Resolution supporting the funding and development for the National Steamboat Museum – Mayor Dawson
 - C. PUBLIC SAFETY** – Chairman Jack Robinson; Vice Chairman Steve Bloess
 - 1. Firefighter’s Retirement Fund transition to Lagers**
 - Council Discussion led by Chairman Robinson
 - O** Call for Ordinance amending Article III of Chapter 40 of the Code of Ordinances of the City of Sedalia, Missouri (relating to the Firefighter’s Retirement Fund of the City of Sedalia, Missouri) to freeze future benefit accruals under such fund – Mayor Dawson

- Call for Ordinance repealing Ordinance No. 11560 and enacting a new Ordinance to cease future accruals in the Firefighters' Retirement Fund and accept eligible firefighters into the Missouri Local Government Employees Retirement System (Lagers) – Mayor Dawson

D. PUBLIC WORKS – Chairman Thomas Oldham; Vice Chairwoman Tina Boggess

1. Budget Amendment & Quotes – Stainless Steel Air Scour Units – Water Filtration Plant – Roberts Filter Group - \$76,336.00

Council Discussion led by Chairman Oldham

- Call for Ordinance amending the budget for the fiscal year 2022-2023 regarding the purchase of air scour bars for the Water Department – Mayor Dawson

- Call for Ordinance approving and accepting quotes from Roberts Filter Group for the purchase of stainless steel air scour units for two filter galleries at the Water Filtration Plant – Mayor Dawson

2. Annexation & Utility Services Agreement – Joseph Gudishvili and Karolena Gudishvili – 3325 Cedar Spring Street – Covered Bridge Estates

Council Discussion led by Chairman Oldham

- Call for Ordinance authorizing an annexation and utility services agreement by and between the City of Sedalia, Missouri and Joseph Gudishvili and Karolena Gudishvili for connection of property located in Pettis County, Missouri to the City of Sedalia's sanitary sewer and waste water system – Mayor Dawson

3. Annexation & Utility Services Agreement – Mark T. Kempton and Krista R. Kempton – Lot 56 Walnut Hills

Council Discussion led by Chairman Oldham

- Call for Ordinance authorizing an annexation and utility services agreement by and between the City of Sedalia, Missouri and Mark T. Kempton and Krista R. Kempton for connection of property located in Pettis County, Missouri to the City of Sedalia's water system – Mayor Dawson

4. Amendment #1 – On-Call Professional Services – Wilson & Company, Inc., Engineers & Architects

Council Discussion led by Chairman Oldham

- Call for Ordinance approving and accepting amendment number one for On-Call Professional Services by and between the City of Sedalia, Missouri and Wilson & Company, Inc., Engineers & Architects – Mayor Dawson

IV. OTHER BUSINESS

A. APPOINTMENTS - None

B. LIQUOR LICENSES

Renewals:

- * Jeremy Klein dba Cork'N'Bottle, 3806 E. Broadway, Packaged Liquor & Sunday Sales, \$450
- * Kay Jones dba Prime Time #3 LLC, 1320 S. Limit, Packaged Liquor & Sunday Sales, \$450
- * Cathy Geotz dba Breaktime #3079, 2801 W. Broadway, Sunday Sales, \$300
- * Cathy Geotz dba Breaktime #3083, 808 E. Broadway, Sunday Sales, \$300
- * Cathy Geotz dba Breaktime #3084, 318 W. Broadway, Sunday Sales, \$300

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

VI. GOOD AND WELFARE

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

A. Roll Call Vote for Closed Door Meeting

B. Discussion of closed items

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

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

VIII. BUSINESS RELATED TO CLOSED DOOR MEETING

A. Motion and Second to reopen regular meeting

B. Roll Call

C. Ordinance approving the purchase of property by Warranty Deed

D. Ordinance approving the sale of property by Special Warranty Deed

IX. ADJOURN MEETING

A. Motion and second to adjourn meeting

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

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

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

POSTED ON MAY 13, 2022 AT 3:30 P.M. AT THE SEDALIA MUNICIPAL BUILDING, BOONSLICK REGIONAL LIBRARY, SEDALIA PUBLIC LIBRARY AND ON THE CITY'S WEBSITE AT WWW.SEDALIA.COM



OFFICE OF THE CITY ADMINISTRATOR

To: Honorable Mayor Andrew L. Dawson & City Council Members
From: Kelvin Shaw, City Administrator
Re: Agenda items for City Council meeting on Monday, May 16, 2022, 6:30 p.m.

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

1. David Esser, Chairman of the Central Business and Cultural District (CBCD) advisory board, will give a presentation of the annual report for the district. In accordance with the code of ordinances, this report is to be given each May and shall include the board's recommendation on the need for continuation of the special business district property tax levy for the coming year. The city currently has an 85-cent levy approved for this district, which comprises the heart of the downtown business district. The timing of this recommendation is to coincide with Council's obligation to go through the process to certify all property tax levies by the end of August each year.
2. Councilwoman Boggess and Mayor Dawson have suggested that we nominate the George R. Smith College to be officially recognized as a historic landmark. This site is a significant piece of history in the development of Sedalia. This nomination would then be reviewed and vetted out by the Sedalia Historic Preservation Commission and run through the established process for such recognition. Staff recommends formally adopting a resolution by Council showing its support for the nomination.

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

1. I will give a brief presentation on the status of collection trends of the major sources of tax revenues.
2. As a rather routine housekeeping matter, the City Clerk has identified some records that have met their retention requirements and is requesting authorization to dispose of them properly. Staff recommends approval.
3. The National Steamboat Museum is a not for profit organization developed to bring a state of the art, Smithsonian quality, exhibit celebrating the rich history of the steam boat trade to the Marshall junction area. The impact these boats had in the development of the region is undeniable. By the nature of the industry, throughout the 1800s saw many of these vessels being sunk. The proposed museum would bring 6 of these steamboats, each from separate decades, back to life starting with the Arabia and the Malta. There are many reasons that the intersection of Interstate 70 and Highway 65 is the optimal location, and at that spot Sedalia has many opportunities to benefit from the tourism trade this project will bring. Staff recommends approval of a resolution expressing Council's support for this concept.

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

1. We have been vetting out the concept of transitioning the pension program for fire fighters for several months now and we are ready for Council to consider ordinances to make this change. Staff made a presentation in July raising the concern of sustainability of the trends for the current fund. Council directed staff to vet out the option of moving over to the Local Area Government Employee Retirement System (LAGERS). Staff worked with LAGERS to get updated numbers for what that could look like. During the strategic planning process, Council overwhelmingly rated the move as the top funding priority for the general fund. Staff also worked with the local union representatives to obtain authorization to meet in groups and individually with all affected current employees to explain the issues as well as showing them projections of the effects on them individually. Further, during the budgeting process Council appropriated funding to begin an amortization of the current unfunded liability on top of the funding needed for the LAGERS accrued benefits. The adopted budget also included a 5.7% increase in the wage scale. This increase significantly improved the projections for each employee, so staff updated these projections and met again with the affected employees. With these updates, we reported that there were six employees that were projected to receive less retirement under the proposed scenario than they would under a modified current plan continuation, but would quickly make up the difference through anticipated COLA's under the LAGERS program. Council consensus was to bonus out the differences for these individuals. After meeting with the employees to explain these updates, it was pointed out that my formula did not consider rounding for the year of retirement. When considering rounding for the age of retirement, this brought in two more employees and increased the amount for two other employees, bringing the total now to \$43,953 spread over eight employees. Staff recommends to freeze the current plan at the benefit amounts currently accrued, bonus out the \$43,953 mentioned above, eliminate the DROP program, but allow in service payments from the frozen plan at their normal retirement date. Staff further recommends enrolling all fire department personnel in the LAGERS L-11 program, and to allow previous service to count towards the five years of vesting required in this program. Once the current plan is frozen, staff also recommends getting on the waiting list to have LAGERS take over the management of the legacy plan.

Council approved an ordinance at your last meeting; however, after further consultation with LAGERS representatives, they requested some changes to the process. To ensure we meet the Internal Revenue Service (IRS) guidelines, they want to have more clarity in the "freezing" of the accruals under the legacy plan before allowing enrollment of the employees in LAGERS. It is our understanding that the IRS specifically prohibits accruals under two like pension plans simultaneously. Therefore, we have worked with LAGERS to develop another ordinance that more clearly states the amendments to the legacy plan that effect the freezing of the accruals. This ordinance needs to be approved prior to allowing entry into the LAGERS program. Under their system, the previous ordinance passed last meeting expired in ten days if we did not send it to them. We allowed that ordinance to expire so that we can take this extra step this meeting. Staff recommends adoption of the proposed ordinance to amend the current plan to freeze the accruals, and then another ordinance to repeal the one passed last meeting and to restate it allowing enrollment of all firefighter personnel in the LAGERS program.

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

1. Last fiscal year the filtration media was replaced at the water filtration plant. The old filters were so calcified that a jack hammer had to be used to remove them. During this process the surrounding air scour units were unavoidably damaged. An estimate of \$20,500 was obtained for budgeting purposes to replace the equipment that had been identified as damaged. Since that time, we have learned that additional units need replaced and that the costs for stainless steel items such as these are escalating astronomically due to the sanctions on Russian exports, as they are a major global supplier of the alloys used. Due to the volatility in the market, the vendor could only hold the latest quote until May 13 and they were expecting another increase in excess of 40%. Therefore, Mayor Dawson declared an emergency purchase in accordance with our procurement policies to authorize staff to proceed with locking in the prices. Staff has worked to identify adjustments to the budget line items to remain within the overall budget by using savings on other items purchased and delaying the replacement of a truck. Staff recommends approval of the two ordinances to make the budget changes and ratify the authorization given by Mayor Dawson for the purchase.
2. Joseph and Karolena Gudishvili have requested utility services from the City for property located outside the city limits. Staff has negotiated an agreement that in return for extending services, they would grant the perpetual right of the City to annex the property if it ever becomes contiguous to the city limits. This agreement is consistent with past practices and agreements in other similar situations and staff recommends approval.
3. Mark and Krista Kempton have requested utility services from the City for property located outside the city limits. Staff has negotiated an agreement that in return for extending services, they would grant the perpetual right of the City to annex the property if it ever becomes contiguous to the city limits. This agreement is consistent with past practices and agreements in other similar situations and staff recommends approval.
4. The City has used a rather common master services agreement methodology to secure contracted engineering services on an on-call basis for several years. This allows us to have engineering services on the ready as we need them without having to do individual contracts for each project. It would be unwieldy to negotiate services for every relatively small need such as civil engineering plan reviews and in-house street and utility projects. Under the master services contract, we simply agree to hourly rates for these services and we call them in as needed. In 2014 Wilson & Company Engineers and Architects were awarded such a master services contract and staff has been pleased with their performance over the last several years. In accordance with market conditions they have proposed the first hourly rate increase since entering this arrangement. Staff has reviewed the rates and find them in keeping with the market and recommend approval of the extension of the contract for another year with the new rates.



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
MAY 2, 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, May 2, 2022 at 6:30 p.m. at the Municipal Building in the Council Chambers with Mayor Andrew Dawson presiding. Mayor Dawson called the meeting to order and asked for a moment of prayer led by Chaplain Byron Matson followed by the Pledge of Allegiance.

ROLL CALL:

Jack Robinson	Present	Lucas Richardson	Present
Thomas Oldham	Present	Bob Cross	Present
Chris Marshall	Present	Rhiannon Foster	Present
Tina Boggess	Present	Steve Bloess	Present

SERVICE AWARDS:

25 Year Gift Card/Certificate	Matt Irwin	Fire Chief	Fire
15 Year Pin/Certificate	Josh Howell	Police Commander	Police

SPECIAL AWARDS:

Sedalia Fire Department – Badge Pinnings

Fire Chief Matt Irwin stated Firefighters Robert Ladd Jr., Brinton Beard and Paul Humble have met all requirements and have completed Fire I, Fire II and EMT certifications.

RETIREMENT AWARDS:

➤ Roger Wiskur – Fire Department – 33 years and 3 months of service – Retired April 28, 2022
Fire Chief Matt Irwin stated that Roger Wiskur started on February 6, 1989 and was promoted to Driver in 1994. Mr. Wiskur received a Henry 22 Lever Action Rifle as his retirement gift.

MINUTES:

- The Council Meeting minutes dated April 18, 2022 were approved on motion by Oldham, seconded by Bloess. All in favor.
- The Work Session minutes dated April 25, 2022 were approved on motion by Oldham, seconded by Richardson. All in favor.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: None

ROLL CALL OF STANDING COMMITTEES:

FINANCE & ADMINISTRATION – Lucas Richardson, Chairman; Jack Robinson, Vice Chairman

- Staff recommends suspending the prohibition of open containers in public during the Scott Joplin Festival between the hours of 1:00 p.m. and 7:30 p.m.

BILL NO. 2022-63, ORDINANCE NO. 11557 – AN ORDINANCE WAIVING THE REQUIREMENTS OF SECTION 4-3(A) OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI AND IMPOSING OTHER CONDITIONS RELATING TO CONCERTS HELD DURING THE SCOTT JOPLIN RAGTIME FESTIVAL ON THURSDAY, JUNE 2, 2022, FRIDAY JUNE 3, 2022 AND SATURDAY, JUNE 4, 2022 DURING THE HOURS OF 1:00 P.M. TO 7:30 P.M. IN DOWNTOWN SEDALIA was read once by title.

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

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

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

- The City of Sedalia is participating in the litigation against manufacturers and distributors of Opioids. Negotiations and settlements will be handled by the State Attorney General and settlements will depend on the agreement of separate litigants in Missouri to the settlement and allocations. Legal counsel recommends entering into the memorandum of understanding with the State of Missouri. City Clerk Arlene Silvey stated when the information for the packet was received, there was wording in the Ordinance that stated “Be It Resolved By This Governmental Unit” and it did not get changed. The wording should say “Be It Ordained By The City Council Of The City Of Sedalia Missouri”.

BILL NO. 2022-64, ORDINANCE NO. 11558 – AN ORDINANCE AUTHORIZING THE CITY OF SEDALIA, MISSOURI TO JOIN WITH THE STATE OF MISSOURI AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE MISSOURI STATE-LOCAL GOVERNMENT OPIOID LITIGATION MEMORANDUM OF UNDERSTANDING AND ANY SUBSEQUENT FORMAL AGREEMENTS NECESSARY TO IMPLEMENT THE MOU, INCLUDING BUT NOT LIMITED TO THE SUBDIVISION SETTLEMENT PARTICIPATION FORM IN EXHIBIT K OF THE DISTRIBUTOR SETTLEMENT AGREEMENT AND THE JANSSEN SETTLEMENT AGREEMENT was read once by title.

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

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

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

- Staff has identified inconsistency in current policies and practices regarding eligibility for driving City owned vehicles. Human Resources Director Shannon Ramey-Trull led an initiative through the safety committee and with department heads to review the issues and develop a written policy. Staff approves replacing the current Motor Record Review section in the Safety Manual with the draft Driver Eligibility Policy.

BILL NO. 2022-65, ORDINANCE NO. 11559 – AN ORDINANCE AMENDING THE SAFETY MANUAL FOR THE CITY OF SEDALIA, MISSOURI BY REMOVING THE MOTOR VEHICLE RECORD REVIEW SECTION CONTAINED IN THE FLEET SAFETY POLICY AND REPLACING IT WITH A NEW DRIVER ELIGIBILITY POLICY was read once by title.

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

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

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

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

Presentation: Brycer: The Compliance Engine

Fire Chief Matt Irwin stated that Brycer Compliance Engine maintains fire protection records for Fire Departments. Once the system is in place, companies doing work on sprinkler systems, alarm panels, hood systems and backflow preventers within city limits would be required to report all inspections to Brycer. If a system fails certification or a business does not complete an inspection when it's due, the Fire Department is notified. Brycer will send out all notifications and follow-ups and would keep track of businesses that report to the Department of Natural Resources. Benefits include notification of failed inspections, failed life safety equipment maintenance, passed repaired system inspection, lowers false alarms, holds businesses responsible for repairs and is free to the City. Negatives include a cost to the owners and businesses would get charged \$17.00 per report that would be added to their service.

The 2015 Fire Code gives authority to enforce the Brycer system. If there is a failure and a reinspection is needed, there is no fee for reinspection. If an inspection is failed now, the inspector goes back in 30 days for reinspection and continuously every 15 days after until it has passed. Deputy Fire Chief Daniel Shaw stated that 642 inspections are done annually and approximately half are re-inspections for non-compliant sprinkler and hood systems. High-hazard buildings are inspected yearly and low-hazard buildings are inspected every other year. Councilman Oldham asked how the City would notify business owners of the change and the report cost. Deputy Fire Chief Shaw stated that the City will share the information with Brycer and they will contact the businesses to let them know. After notices are sent out, it will be up to the service providers if they want to bill the businesses the \$17.00 report or pass it on to their customers. Mayor Dawson stated if Council decides to do an Ordinance implementing the Brycer system, there could be a 1st reading and then it could be left open for a period of time before coming back for a 2nd reading. City Administrator Kelvin Shaw inquired about backflow preventers and Fire Chief Irwin stated that the Department of Natural Resources requires all buildings with a sprinkler system to have a backflow preventer to prevent contamination and keep water safe.

- City Administrator Kelvin Shaw stated that in July 2021, a presentation was given regarding the sustainability of the Firefighters Pension Fund. Staff decided to move the fund to Lagers and each firefighter affected by the transition was spoken to and it was determined 6 employees would receive less benefits. The difference would be made up through cost of living adjustments. When Council decided to bonus out the adjustment differences to employees, it was found the age of retirement wasn't included. After recalculating the other 6 employees, 2 more were added bringing the total amount to bonus out to \$43,953.00. Staff recommends freezing the current plan, bonus out the \$43,953.00, eliminate the DROP program, allow in service payments from the frozen plan at normal retirement, enroll all Fire Department personnel into the Lagers L-11 program and allow previous service to count towards the five year vesting period. Staff also recommends getting on the waiting list to have Lagers manage the plan once it is frozen.

BILL NO. 2022-66, ORDINANCE NO. 11560 – AN ORDINANCE CEASING FUTURE ACCRUALS IN THE FIREFIGHTERS' RETIREMENT FUND AND ACCEPTING ELIGIBLE FIREFIGHTERS INTO THE MISSOURI LOCAL GOVERNMENT EMPLOYEES RETIREMENT SYSTEM (LAGERS) was read once by title.

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

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

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

- During the budgeting process, increasing equipment used by the Fire Department in vehicle crash extractions was discussed. The initiative includes 2 sets of equipment with the first being hydraulic extraction tools. Alex Air Apparatus Inc. was the lowest responsive bidder that included all items and their bid came in under budget at a cost of \$41,166.00.

BILL NO. 2022-67, ORDINANCE NO. 11561 – AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FROM ALEX AIR APPARATUS INC. FOR THE PURCHASE OF HURST TOOLS AND EQUIPMENT FOR THE FIRE DEPARTMENT was read once by title.

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

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

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

- The 2nd part of equipment for the Fire Department includes stabilization equipment to prevent vehicle movement during extractions. The lowest bid from Alex Air Apparatus, Inc. came in over budget at a cost of \$15,107.25. The initiative total for both sets of equipment is under the \$65,000.00 budgeted amount.

BILL NO. 2022-68, ORDINANCE NO. 11562 – AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FROM ALEX AIR APPARATUS INC. FOR THE PURCHASE OF STABILIZATION STRUTS AND EQUIPMENT FOR THE FIRE DEPARTMENT was read once by title.

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

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

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

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

- The Ordinances are for the annexation of property owned by the City located on South New York Avenue that is both inside and outside city limits and the property owned by Michael and Katie Fisher located at 2845 South New York Avenue.

BILL NO. 2022-69, ORDINANCE NO. 11563 – AN ORDINANCE APPROVING THE ANNEXATION OF PROPERTY LOCATED ON SOUTH NEW YORK AVENUE INTO THE CITY OF SEDALIA, MISSOURI was read once by title.

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

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

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

BILL NO. 2022-70, ORDINANCE NO. 11564 – AN ORDINANCE APPROVING THE ANNEXATION OF PROPERTY LOCATED AT 2845 SOUTH NEW YORK AVENUE INTO THE CITY OF SEDALIA, MISSOURI was read once by title.

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

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

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

- The new Katy Trail Community Health Center will bring increased pedestrian traffic at the intersection of Main Street and Kentucky Avenue. Staff recommends purchasing a solar LED flashing warning sign system for that intersection that is similar to what is used in school zones. There will be 2 solar powered signs and a ladder style crosswalk.

BILL NO. 2022-71, ORDINANCE NO. 11565 – AN ORDINANCE AUTHORIZING THE PURCHASE OF A SOLAR LED FLASHING WARNING SIGN SYSTEM TO BE USED FOR CROSSWALKS AT THE INTERSECTION OF MAIN STREET AND KENTUCKY AVENUE was read once by title.

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

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

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

- S&A Equipment and Builders are completing sidewalk rehabilitation/repair between Kentucky Avenue and Osage Avenue on Main Street. An underground storage area was found under the sidewalk and in order to preserve the integrity of the sidewalk and buildings, the area needs to be infilled. Change Order Number 2 is for labor and materials to infill the hole at a cost of \$9,176.99.

BILL NO. 2022-72, ORDINANCE NO. 11566 – AN ORDINANCE AUTHORIZING CHANGE ORDER NUMBER TWO FOR ADDITIONAL LABOR AND MATERIALS FOR THE INFILL OF AN UNDERGROUND STORAGE AREA LOCATED BETWEEN KENTUCKY AVENUE AND OSAGE AVENUE ON MAIN STREET was read once by title.

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

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

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

- Funds were appropriated for a new street sweeper to replace the 2008 sweeper that is inoperable. Staff recommends the purchase of a new vacuum street sweeper from Red Equipment, LLC in the amount of \$245,000.00. Councilman Bloess asked if the other sweeper could be traded in due to the blown motor and Public Works Director Brenda Ardrey stated that repairing the motor would cost more than a new sweeper.

BILL NO. 2022-73, ORDINANCE NO. 11567 – AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FROM RED EQUIPMENT, LLC FOR THE PURCHASE OF A VACUUM STREET SWEEPER FOR THE STREET DEPARTMENT was read once by title.

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

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

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

- The "Big Muddy Bicycle on the Katy" event requires an overnight stay at Katy Park on May 17, 2022. The Ordinance temporarily suspends current city code prohibiting staying in City parks past midnight and overnight.

BILL NO. 2022-74, ORDINANCE NO. 11568 – AN ORDINANCE ALLOWING OVERNIGHT CAMPING/PARKING IN KATY PARK FOR THE "BIG MUDDY BICYCLE ON THE KATY" EVENT ON TUESDAY, MAY 17, 2022 was read once by title.

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

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

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

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

APPOINTMENTS:

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

Board of Appeals

Chuck Leftwich – Completing Chris Marshall's Term Expiring June 2022

Lee Scribner – Alternate Member – Completing Chuck Leftwich's Term Expiring June 2024

Central Business & Cultural District Board of Directors

Michelle Bassett – Term Expiring January 2024

Planning & Zoning Commission

John Kehde – Completing Chris Marshall's Term Expiring June 2022

Zoning Board of Adjustments

Chuck Leftwich – Completing Chris Marshall's Term Expiring June 2024

Election of Council Member to Serve on Planning & Zoning Commission:

Motion by Oldham, seconded by Richardson to nominate Chris Marshall to serve as Council Representative on the Planning & Zoning Commission. With no other nominations, Mayor Dawson ceased nominations.

Chris Marshall was declared as the Council Representative to serve on the Planning & Zoning Commission.

BIDS:

- Vehicle Rescue Equipment – April 28, 2022
- Stabilization Struts – April 28, 2022

LIQUOR LICENSES:

The following renewal Liquor License was read and approved on motion by Oldham, seconded by Richardson. All in favor.

*Jeremy Klein dba The Korner Lounge, 1604 S Ohio, Liquor By The Drink & Sunday Sales

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Mayor Dawson stated that the Mayor's Prayer Breakfast is this weekend and there will be an event welcoming visitor's into Sedalia at the Amtrak Depot.

Councilwoman Boggess is requesting that the City of Sedalia place a monument marker where the George R. Smith College for blacks was located on East Saline Street. She would like to have the monument in place by the Juneteenth Celebration on June 18, 2022. Mayor Dawson stated it would be put on the agenda for the May 16, 2022 Council Meeting.

GOOD & WELFARE:

Renee Vance, Senior Center board member, commented that they need drivers to deliver meals and also asked if there was an update on the Mercy House. Mayor Dawson stated there will be a Work Session on Wednesday, May 4, 2022 at 6:30 p.m. regarding zoning issues for the Mercy House and the public is welcome.

The meeting adjourned at 7:38 p.m. on motion by Cross, seconded by Foster to a closed door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice) and 2 (Real Estate) 610.021 RSMo. Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Richardson, Cross, Foster and Bloess. No one voted "No".

The regular meeting reopened at 8:51 p.m. on motion by Oldham, seconded by Bloess. All in favor.

BUSINESS RELATED TO CLOSED DOOR SESSION:

BILL NO. 2022-75, ORDINANCE NO. 11569 – AN ORDINANCE APPROVING A SPECIAL WARRANTY DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 3100 SOUTH NEW YORK AVENUE AND AN UNADDRESSED PARCEL LOCATED ADJACENT TO THE SOUTH BORDER OF 3100 SOUTH NEW YORK AVENUE FROM THE CITY OF SEDALIA, MISSOURI TO MICHAEL L. FISHER AND KATIE E. FISHER was read once by title.

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

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

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

BILL NO. 2022-76, ORDINANCE NO. 11570 – AN ORDINANCE APPROVING A SPECIAL WARRANTY DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 2500 EAST 7TH STREET FROM THE CITY OF SEDALIA, MISSOURI TO DANNY C. HICKMAN AND SHEREE ANN ADAIR was read once by title.

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

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

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

BILL NO. 2022-77, ORDINANCE NO. 11571 – AN ORDINANCE APPROVING THE ACCEPTANCE OF A QUIT CLAIM DEED FROM MELISSA SMITH FOR PROPERTY LOCATED AT 175 SUMMER AVENUE IN THE CITY OF SEDALIA, MISSOURI was read once by title.

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

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

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

BILL NO. 2022-78, ORDINANCE NO. 11572 – AN ORDINANCE APPROVING THE ACCEPTANCE OF A QUIT CLAIM DEED FROM MELISSA SMITH, CARA L. VAN DORN AND TRAVIS VAN DORN AND THOMAS K. SMITH FOR PROPERTY LOCATED AT 171 SUMMER AVENUE IN THE CITY OF SEDALIA, MISSOURI was read once by title.

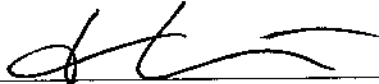
2nd Reading – Motion by Oldham, 2nd by Foster. All in favor.

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

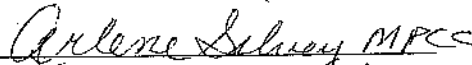
Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Richardson, Cross, Foster and Bloess. No one voted "No".

The regular meeting adjourned at 8:56 p.m. on motion by Oldham, seconded by Bloess. All in favor.

THE CITY OF SEDALIA, MISSOURI



Andrew L. Dawson, Mayor



Arlene Silvey, MPCC City Clerk



Let's Cross Paths

CITY OF SEDALIA, MISSOURI
CITY COUNCIL WORK SESSION
MAY 4, 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 Wednesday, May 4, 2022 at 6:37 p.m. at the Municipal Building in the Council Chambers with Mayor Andrew Dawson presiding. Council Members present were Jack Robinson, Thomas Oldham, Chris Marshall, Tina Boggess, Lucas Richardson, Bob Cross, Rhiannon Foster and Steve Bloess. Mayor Dawson presented guidelines for the meeting. City Attorney Joe Lauber, with Lauber Municipal Law, stated that the purpose of the work session is to address issues on the general zoning laws of the City of Sedalia and how changes can be made.

All cities in the State of Missouri are authorized by state statute to enact and enforce zoning regulations. If a city's zoning ordinance doesn't list a use then it is not permitted. Uses can be "as of right" or subject to "special use" or "conditional use" requirements. Currently, there are no regulations in City Codes that permit warming shelters or transitional services. Changes to zoning codes may be initiated by private applicants or the City itself by either text amendments that change what the regulations say or rezoning's that change regulations that apply to properties. Any change to zoning code is subject first to a public hearing before the Planning & Zoning Commission who will then make a recommendation to the City Council. The City Council will then hold a separate public hearing on the issue and decide whether or not to change the law as recommended by the Planning & Zoning Commission.

All Council Members agreed that the issue needs be discussed. Councilman Oldham stated that his main goals are to 1. Know how tax dollars are being spent and that the City has a balanced budget, 2. Citizen's rights, privacy and freedoms aren't being infringed upon and 3. How what Council passes affects public safety. With regards to transitional services and warming shelters, is there an issue or one sufficient enough that local charities and churches can accommodate or one that needs regulations to ensure public safety. Councilman Oldham added that he doesn't want the City to create zoning for these issues and then it not be needed. Mayor Dawson opened the meeting up for public comments.

Public Comments

Chad McMullin, 3774 Stillbrook Avenue, Senior Pastor First Christian Church and President of Pettis County Ministers Association, stated that local ministers all agree there is an issue and they are all in support of a warming shelter and the Community Café. Mr. McMullin added that he was also speaking on behalf of Ken Johnson who was a chef in Sedalia, had a drinking problem and ultimately froze to death.

Christy Goodman, signed sheet, no comment.

Yolonda Dey, signed sheet, no comment.

Paul Jones, 221 East Pettis and Pastor of Burns Chapel Freewill Baptist Church, stated that people have come to him as a Pastor in the community asking questions about the application. He spoke with the Mayor and Council and asked that a meeting be held to get information out to the public. He's not against a warming shelter but he is for doing what's right and how it's done. There have been rumors that should have been dispelled and information should've been given to the community earlier than it was. We should do what we can to help but it should be done in a way that keeps the community informed.

Chris Stewart, 1318 South Warren and speaking on behalf of Katy Trail Community Health, stated that there is a need for a warming shelter and the Health Center supports Mercy Rest Stop. Katy Trail Community Health has committed to putting a community health worker at the location that will serve with the intent to help people who may not want help. Serving those who live where housing isn't great, insecure housing and no access to food is the intent of Mercy Rest Stop and churches and community organizations are doing their part. Ms. Stewart commented that there have been 2 building permits issued to Mercy Rest Stop and asked why zoning/rezoning is being looked at now for creating a warming shelter zone and where was the due diligence when the first application was submitted. Mayor Dawson referred Ms. Stewart's question to City Attorney Joe Lauber and Mr. Lauber stated that individual applications are not being talked about tonight, only general changes. Mr. Lauber added that through the process of the original application, it was discovered that the zoning didn't fit.

Amanda Hubbard, 5150 South Limit Avenue with Open Door Kitchen, stated that she has seen people come into the kitchen who are cold, hungry and with ice frozen on their faces. She takes care of them every day and there are a lot of churches and people in the community who have worked very hard to see this go through.

Gary Smith, 305 South Ohio, Senior Pastor of Liberty Life Center Church and Owner of the Shephard's Place, stated that Liberty Life Center is in favor of Mercy Stop and financially supports it. Mr. Smith also asked why this is just now coming up because it has been out there for over a year and he would like to see it addressed. It is important to get ahead of things instead of lag behind. Mercy Rest Stop is a great place to start and the City has been supporting and getting behind ministries that are trying to meet those needs.

Rosemary Rundlett, 1009 Leone, Mercy Rest Stop Board Member and member of Waters of Grace Ministry, stated that she appreciates explanation of the zoning and planning process and agrees with others as to how this could have been overlooked. All of the churches and people in the community unite to do exactly what needs to be done.

Mark Kempton, 108 West Pacific, stated that he and his wife are in support of the warming shelter and the need for transitional services. His wife works and staffs the warming shelter and also cooks at the Open Door Kitchen and sees, talks, and meets those who need the services of the Mercy Rest Stop Coalition. It is important not to shorten the name to Mercy Rest Stop because it is a coalition that was spawned by the community and individuals who saw the needs first hand and can offer opportunities in jobs, mental health and community health services.

Kathleen Boswell, 312 South Sneed, President of Sedalia Rotary Club, stated that the Rotary Club was one of the first community organizations to get behind Mercy Rest Stop. She appreciated the presentation regarding zoning and she is urging to get it allowed and written down. St. Patrick's Church lets their basement be used, but, there are no showers and no place to do laundry. Mercy Rest Stop will be an emergency place where running water can be used and washers and dryers are available.

Kirk Martin, 1715 West 14th, President of Open Door and Board Member of Mercy Rest Stop, stated that they deal with this segment of the population on a daily basis. Open Door has partnered with Mercy Rest Stop because they see the need to fill a gap that is not being taken care of. The warming shelter is only a fraction of what Mercy Rest Stop will do and the warming shelter only opens when it reaches a certain temperature.

Kevin Wade, signed sheet, no comment.

Richard Bahner, 707 West 3rd, commented that he agrees with things that have been said and added there are many people who don't know what to do. There are people out there that need a place like the Rest Stop where they can get the education.

Tasha Stokes, 416 West Morgan, stated that Mercy Rest Stop is needed in the community but it is not wanted on the North Side. There are a lot of things dealt with in that area that people aren't aware of and nobody was contacted to see how they felt about having a place like Mercy Rest Stop in their community. There is concern for children playing in the area and coming in contact with needles and beer bottles from people who would be using the facility.

Dynisha Hawkins, 505 West Pettis, stated that she is unclear whether the discussion is about a warming center or Mercy Stop. Her residence is directly in front of the proposed area for Mercy Rest Stop and the Community Café is right next to her house. Ms. Hawkins stated that she just learned about the discussions in 2020 regarding the Mercy Rest Stop and has only received 2 informational letters since January 2022 and that is the first time any communication has been made. She is not against the Community Café or Mercy Rest Stop but would have like to have been a part of the conversation. People, organizations and church's that have known about it are not directly involved. It is needed in the community as a whole but it is not going where the community as a whole will use it.

Michelle O'Donnell, 30746 Rattlesnake Hill Rd., Smithton, MO, asked how long have churches been running warming/cooling shelters without proper zoning. Mayor Dawson stated they have been getting by with it but it is now being addressed.

Michael Johnson, 2700 Bristol Ln. Apt. B, and Youth Pastor at Liberty Life Center Church, stated that he has served at the warming shelter and sees the need in the community for the facility.

Nancy Sims Van Buren— 421 West Broadway, stated that an agreement needs to be met regarding zoning for Mercy Rest Stop. Ms. Sims added that there are other locations already zoned that would be a better fit. She agrees that the facility is needed in the community, however, some of the people that will use the facility have issues that could put people in danger and that needs to be known prior to putting it in someone's back yard.

Noah E. Poole, 210 East Henry, asked why people in the community haven't been contacted in the past 2 years. There is a need for a facility, but wanted to know who chose to put the facility next to the Community Café when there are numerous other properties where it could go.

Samantha Gilpin, 1201 South Montgomery, speaking on behalf of United Way of Pettis County, stated that she believes the location was chosen because most of the people that would utilize the facility are already on that side of town twice a day to receive warm meals from the Community Café. United Way works with organizations and agencies in the community and they are exhausting all efforts to try to fight financial instability of hunger and security.

Cassie Brown, 106 South Sassafras Avenue, Smithton, Mo, stated she is a licensed clinical social worker and she supports the need for these services in the community. Safety concerns include temperature, people having delirium tremens and seizures due to untreated alcohol use. Transitional service can provide access to substance use services. Zoning laws need to be included because you can't make laws about someone without them.

Ben Vanderlinden, 1935 West Timber Ridge Drive, has worked at the warming shelter at St. Patrick's Church. The basement has multiple uses for other events and needs to be cleared out for those events. A warming shelter is needed and the same people that use the Community Café would also use the Mercy Rest Stop.

Dennis Harper, 1321 West Broadway, Pastor at Wesley United Methodist Church, stated that having a facility that can operate with less of a volunteer base would be helpful and added that volunteering is one of the biggest challenges of using churches as warming shelters.

Carrie Smith, 22197 Cherry Tree Lane, stated that it is unfair for people in the community to say they are un-informed. Public notices are in the newspaper and there have been at least 10 articles in The Sedalia Democrat since January 2021 regarding the Mercy Rest Stop. Businesses, schools, organizations and churches have donated money for Mercy Rest Stop.

Beverly Rollings, 31358 Tebo Rd., speaking as a member of St. Vincent De Paul Parish as well as an owner of Robert Rollings Architects, who drew the plans for Mercy Rest Stop. One of the jobs of the architecture firm is to do the code research to make sure it belongs. Originally, the facility was to go across the parking lot from the Community Café, but the area wasn't zoned properly, so it was moved across the street. When property is zoned, you don't think about informing neighbors about what is happening, and even though it is unintentional an apology is needed. It makes sense for Mercy Rest Stop to be adjacent to the Community Café for it to be effective.

Carrie Brown, stated that caution needs to be taken in what is said and that it needs to be clear on what the facility is. Ms. Brown commented that the Community Café needs to be in the same building as the Mercy Rest Stop and the building itself needs to be located near where services can be received which in her opinion is by the Hospital.

Denise Ehler, 709 East 11th, member of Liberty Life Center Church, stated that the facility needs to move forward. Problems already exist in the community which need to be focused on.

Nanci Opfer, 1755 Hedge Apple Drive, commented that she has volunteered for Open Door and at the warming shelter and stated that we need to look past ourselves and to what is good for people where no one has their back.

Liz Jones, 221 East 5th, commented that everyday she cleans up the area up and down Pettis Street. She has no problem with the shelter, just the location.

Gwen King, 802 North Osage, stated that homelessness is real and that she would like to see people get the services they need.

Mayor Dawson closed the public comments portion of the meeting and asked for final Council discussion. All Council Members are in agreeance that the issue needs be directed to the Planning & Zoning Commission and Staff to address the zoning code to define a warming shelter. Councilman Oldham and Richardson added that there needs to be effective communication and transparency with the community.

City Attorney Joe Lauber stated that ordinances have to be clear and from comments made there is a need for transitional housing. City Attorney Lauber recommended that the Mayor select 6 members of the community that are experts in the area for transitional housing in order to collect statistics and to start defining a warming shelter. Once statistics are obtained and a definition has been made, then Council can start building an ordinance to address all areas of transitional housing. Councilman Oldham and Bloess commented that the plan should be in 2 phases with the warming shelter first and then transitional housing. Motion by Oldham, seconded by Bloess to move forward with the plan. All in favor.

The work session adjourned at 8:39 p.m.

Respectfully submitted: Arlene Silvey, MPCC City Clerk



**CITY OF SEDALIA, MISSOURI
SPECIAL COUNCIL MEETING
MAY 9, 2022**

The Council of the City of Sedalia, Missouri duly met in special session on Monday, May 9, 2022 at 6:00 p.m. at the Municipal Building in the Council Chambers with Mayor Andrew Dawson presiding.

ROLL CALL:

Jack Robinson	Present	Lucas Richardson	Present
Thomas Oldham	Present	Bob Cross	Present
Chris Marshall	Present	Rhiannon Foster	Present
Tina Boggess	Present	Steve Bloess	Present

APPOINTMENTS:

The following appointments to the Transitional Services Committee were read and approved on motion by Oldham, seconded by Richardson. All in favor. The committee will research zoning issues related to transitional services and warming shelters.

Transitional Services Committee

Cassie Brown	Rick Rogers
Ron Williams	Carrie Brown
Tasha Stokes	Dynisha Hawkins
Chad McMullin	Samantha Gilpin

The Special Council Meeting adjourned at 6:06 p.m. to a Work Session on motion by Oldham, seconded by Richardson. All in favor.

THE CITY OF SEDALIA, MISSOURI

Andrew L. Dawson, Mayor

Arlene Silvey, MPCC City Clerk



Let's Cross Paths

CITY OF SEDALIA, MISSOURI
CITY COUNCIL WORK SESSION
MAY 9, 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 May 9, 2022 at 6:06 p.m. at the Municipal Building in the Council Chambers with Mayor Andrew Dawson presiding. Council Members present were Jack Robinson, Thomas Oldham, Chris Marshall, Tina Boggess, Lucas Richardson, Bob Cross, Rhiannon Foster and Steve Bloess.

Water Master Plan

Cliff Cate, Project Director and Ryan Scott, Project Manager, with Burns & McDonnell presented the draft report of the Water Master Plan for the City. The draft report contains 3 sections: distribution system, facilities and water supply.

Sedalia's water system is a pressurized network that treats potable water pressurized by pumps that deliver water into the system. The system is supplied by 6 wells that pump ground water to the water filtration plant for hydraulic and chemical processing to make it ready for consumption. Water then moves to a high service pump station that delivers pressure to the water distribution system and customers. Within the water distribution system, there are 2 subsystems that include ground and elevated distribution. Sedalia's water system includes 180 miles of pipe and doesn't include smaller pipes that feed into houses and customer connections.

The Water Distribution System Model is a digital representation of the system including facilities, customer water demand information, water system hydraulics, future growth scenarios, fire hydrant locations, type of materials present in the distribution system, valve location and type of customers serviced. Once there is a good digital representation of the model, there are calibration efforts that require field testing. The field testing occurs on fire hydrants and measures water pressure once every minute. After testing, the fire hydrants are opened and the spread/loss in pressure is tested. Different scenarios were ran through the model and showed excellent calibration status. During testing, there were 14 data loggers measuring pressure and 30 hydrants tested and only 1 hydrant showed needed maintenance.

Hydraulic analysis for water demand includes water demand history, water sales, wholesale water and dry-year conditions. Water demand projections within the master plan run on 5 year and 20 year planning periods and include residential, commercial, industrial, mixed use and service areas. After projections are complete, the level of service to customers is determined for supply, treatment and distribution.

Capacity assessment shows that deficits will occur between 2028-2029 for supply, between 2033-2034 for treatment and between 2035-2036 for pumping capacity. Minimum storage requirements include equalization storage and fire storage. Overall, capacity assessment shows

the City in an effective water surplus and distribution pressure results show an adequate level of pressure for the City. There are a few areas that have low fire flow availability which is the result of long runs of dead end pipe.

Master Planning:

Supply: Add 2 raw water wells between 2028-2029; add 1 direct distribution well around 2033.

Treatment: Filter evaluation; rerate filter loading with Missouri Department of Natural Resources; low cost Hydraulic Bottleneck CIP to increase filtration capacity from 6 million gallons/day to 10 million gallons/day.

Pumping: 10 million gallons/day high service pump station recommended by 2037.

Storage: No recommendations.

5 Year Distribution System Planning: CIP's for hydraulic, resiliency, development and fire flow.

20 Year Distribution System Planning: CIP's for hydraulic, resiliency and development based on areas with no current existing infrastructure; check pipes for discharge pressure and water demand in high volume areas; upgrade 3" & 4" pipes to 8" pipes as necessary.

Capital improvement projects are being driven by large industrial demands that may happen but not currently in the water service area. The capacity within the existing network is resilient and will handle a lot of commercial and residential development. The capital improvement plan does not include the ongoing replacement of pipe but identifies improvements to meet growth strategies and existing system needs.

There is a non-capital recommendation section of the master plan that discusses water main replacements and methods of identifying individual pipes. Small mains 4" or less will need to be replaced. Lead based lines are replaced as they are located or identified.

The work session adjourned at 7:20 p.m.

Respectfully submitted: Arlene Silvey, MPCC City Clerk

RESOLUTION NO. _____

**A RESOLUTION NOMINATING THE SITE OF THE GEORGE R. SMITH COLLEGE
AS A HISTORIC LANDMARK.**

WHEREAS, the George R. Smith College is a significant piece of history in the development of the City of Sedalia, Missouri;

WHEREAS, it was one of the early higher education institutions serving primarily the African-American community from the late 1800s through the early 1900s, including the famed Scott Joplin; and

WHEREAS, Council has determined that the site of said college should receive recognition of its historical significance.

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

Section 1. The City Council of the City of Sedalia, Missouri fully supports nomination of the site of the George R. Smith College as a historic landmark.

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

PASSED by the Council of the City of Sedalia, Missouri, this 16th day of May 2022.

Presiding Officer of the Council

ATTEST:

Arlene Silvey, MPCC
City Clerk



Let's Cross Paths

City of Sedalia

City Clerk's Office

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 www.cityofsedalia.com

May 16, 2022

Mayor Andrew L. Dawson
Members of the City Council
Sedalia, Missouri

RE: Original Records Destruction

As per RSMo 109.230(4), City records that are on file in the City Clerk's Office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State's Office. The City Clerk's Office does hereby request that the City Council authorize the destruction of the following documents:

- Rejected Bids for Services and Supplies (2018)
- Accepted Bids on Services and Supplies (2016)
- Rejected Bids for Capital Improvements (2017)
- Postal Records – Meter Readings (2017) Departmental Postage (04-01-2019 to 03-31-2020)
- Certificates of Insurance (2015)
- Public Notice Records (01-11-2017 to 12-22-2017)
- Public Information Requests and Documentation (12-16-2016 to 12-31-2017)
- Affidavits of Publication (04-04-2015 to 12-26-2017)

I hereby certify that the records described are no longer needed in the transaction of current business and no longer possess sufficient administrative, legal, historical or fiscal value to warrant further keeping. All documents will be destroyed by shredder.

Sincerely,

Arlene Silvey, MPCC
City Clerk

AS/jm

RESOLUTION NO. _____

A RESOLUTION SUPPORTING THE FUNDING AND DEVELOPMENT FOR THE NATIONAL STEAMBOAT MUSEUM.

WHEREAS, the National Steamboat Museum will be of Smithsonian Quality, State-of-the-Art, interactive, age appropriate exhibit, where visitors will not only see how cargo changed over the years, but will be emersed in the history of that decade; and

WHEREAS, the National Steamboat Museum is a Not for Profit 501C3 Tax Deductible Organization; and

WHEREAS, they are 113,000 low to moderate income K-12 students, 80% of which the Federal Government classifies as underserved within a one-hour drive of Marshall Junction; and

WHEREAS, there are 6 Four Year Universities and 5 Community Colleges within a 2-hour drive; and

WHEREAS, there is a population of 546,827 within a 1-hour drive and a population of 7,477,236 (1,644,992 under the age of 18 years), 2025 projected population of 7,650,065 within a 3-hour drive; and

WHEREAS, there are 37,000 cars passing through Marshall Junction every day; and

WHEREAS, the short-term goal is to open with two Steamboats (the Arabia and the Malta); and

WHEREAS, the long-term goal is display a total of 6 Steamboats, one from each decade of the Steamboat ERA (1820 thru 1880); and

WHEREAS, the Architect for the project is PGAV out of St. Louis. They have designed Destinations Worldwide such as: Bass Pro stores, the Wonders of Wildlife Aquarium for Bass Pro, The Space Shuttle Atlantis Museum at Cape Canaveral, The Georgia Aquarium in Atlanta, The St. Louis Cardinals Hall of Fame and Museum, and National Air & Space Visitor Experience in Washington, DC to name a few; and

WHEREAS, the National Steamboat Museum will have a teaching laboratory where students can engage in cleaning artifacts; and

WHEREAS, St. Louis is the Gateway to the West, but Saline, Pettis, Lafayette, and surrounding Counties are the launching pad. The National Steamboat Museum will be a site of cultural and historical significance within a 30-minute drive are: Arrow Rock, The Missouri State Fair Grounds, Trails End Museum in Sedalia, Scott Joplin Exhibit, the beginning of The Santa Fe Trail, Nichols-Beasley Air Museum in Marshall, Lewis & Clark trail, Penny Town, the Battlefield in Lexington, the Confederate Cemetery and Missouri Veteran's Cemetery in Higginsville, and many other Historic Sites.

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

Section 1. The City Council of the City of Sedalia, Missouri fully supports the development of The National Stearnboat Museum at Marshall Junction.

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

PASSED by the Council of the City of Sedalia, Missouri, this 16th day of May 2022.

Presiding Officer of the Council

ATTEST:

Arlene Silvey, MPCC
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE III OF CHAPTER 40 OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI (RELATING TO THE FIREFIGHTER'S RETIREMENT FUND OF THE CITY OF SEDALIA, MISSOURI) TO FREEZE FUTURE BENEFIT ACCRUALS UNDER SUCH FUND.

WHEREAS, the Firefighter's Retirement Fund (the "Fund"), as set forth in Article III of Chapter 40 of the Code of Ordinances of the City of Sedalia, Missouri, is significantly underfunded, and absent either (i) a significant reduction in future accruals, (ii) a significant increase in the investment return, or (iii) a significant increase in contributions to the Fund by the City, the unfunded liabilities of the Fund are expected to increase significantly over the next several years; and

WHEREAS, the City of Sedalia has determined, after consultation with the Fund's actuaries, that it is in the best interest of the City of Sedalia and both current and future Fire Department employees to freeze future benefit accruals under the Fund, and to provide for future benefit accruals under the Missouri Local Government Employees Retirement System ("LAGERS"), as set forth in Sections 70.600 et seq. of the Revised Missouri Statutes.

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

Section 1. Division 2. Administration; Board of Trustees Section 40-294 is amended to read as follows:

"The board of trustees of the firefighters' retirement fund shall consist of the mayor, the city clerk, the fire chief, the human resources director, the finance director, three members of the fire department elected by the members thereof and one member of the retired or pensioned list elected by the retired or pensioned members, such election to be held on the first Monday in June for the term of three years. The three elected fire department members shall be elected for terms of three years, with one member standing for election each year on the first Monday in June. The board of trustees shall elect by a majority vote of its members from its membership a president, and a secretary, who may but need not be one of its members, and the city clerk shall be treasurer of the board. The compensation of all persons engaged by the board of trustees and all other expenses of the board necessary for the operation of the firefighters' retirement fund shall be paid at such rates and in such amounts as the board of trustees shall approve."

Section 2. Division 2. Administration; Board of Trustees Section 40-298 is amended to add paragraph (e) as follows:

"(e) The Trustees have the authority to transfer the assets of the fund to the Missouri Local Government Employees Retirement System pursuant to RSMo 70.621."

Section 3. Division 3. Eligibility, Section 40-337 is amended to read as follows:

"An employee of the city shall be eligible to participate in the firefighters' retirement fund if he is a member of the city fire department and is not earning compensation less than \$100.00 per calendar year. Reserve and voluntary firefighters shall not be eligible to participate in the firefighters' retirement fund. Effective June 1, 2022, no new participants will be allowed."

Section 4. Division 4. Composition, Section 40-369 (1, 2, 3 and 4) are amended to read as follows:

"(1) Effective June 1, 2022, the board of trustees shall cause an actuarial report to be prepared within 90 days of each anniversary of the plan;"

"(2) Such actuarial report shall include an annual recommended contribution, based on sound actuary principles in accordance with industry standards, which will provide sufficient funding to meet obligations as they become due and payable;"

"(3) Such recommended contribution shall include an amortization of the actuarially determined unfunded liability as of June 1, 2022 over a period of 20 years; and"

"(4) Subject to appropriation by its council, the city shall deposit to the fund such annual recommended contribution."

Section 5. Division 5. Benefits, Section 40-399 (a, b, e and g) are amended to read as follows:

"(a) Subject to any election made pursuant to subsection (f), a participant employed on or after April 1, 1999, shall receive an annual retirement benefit, in the standard form of payment specified in subsection (c), equal to 50 percent of \$32,000.00 effective the first pay period of the fiscal year 1999-2000; such base amount to be adjusted upwards by three percent each fund anniversary date the participant is currently employed to reflect a programmed increase subject to the limitations of Internal Revenue Code section 415 in effect each January 1. Effective June 1, 2022 the base for benefit accrual shall be frozen at 50 percent of \$63,154. No further escalation in such benefit base shall occur."

"(b) Reserved."

"(e) If a former participant again becomes a participant, such renewed participation shall not result in the duplication of benefits. Accordingly, if he has received a distribution of an accrued benefit under this article by reason of prior participation (and such distribution has not been repaid to the firefighters' retirement fund with interest within a period of the earlier of five years after the first date on which the participant is subsequently reemployed by the city or the close of the first period of five consecutive one-year breaks in service commencing after the distribution) of the present value of the accrued benefit as of the date of distribution, said participant must make repayment of said distribution. Any repayment by a participant shall be equal to the total of:

- (1) The amount of the distribution;
- (2) Interest on such distribution compounded annually at the rate of five percent per annum from the date of distribution to the date of repayment or to the last day of the firefighter's retirement fund year ending after March 31, 1999.

Effective June 1, 2022, this provision shall no longer be applicable as the plan will no-longer allow anyone to become a new participant, to include former participants."

"(g) Spousal consent. A married participant may designate a beneficiary other than his or her spouse for either the life with Ten-Year Certain Annuity under paragraph (f)(2) of this section, but only if he or she establishes to the satisfaction of the board of trustees (or its designee) that he or she has no spouse or that his or her spouse cannot be located, or if his or her spouse consents in writing to the election and acknowledges its effect. Otherwise, such benefits will be paid in the standard form of payment.

Any such consent and acknowledgment shall bind only the spouse who executes it. To be effective, a spousal consent and acknowledgment must:

- (1) Be in a form authorized by the board of trustees and witnessed by a notary public;
- (2) Designate a specific alternate beneficiary, including any class of beneficiaries or any contingent beneficiaries, that may not be changed without spousal consent; and
- (3) Designate a form of benefit payment that may not be changed without spousal consent.

The spouse may expressly permit designations by the participant without any further spousal consent. A consent that permits designations by the participant without any requirement of further consent by such spouse must acknowledge that the spouse has the right to limit consent to a specific beneficiary, and to a specific form of benefit where applicable, and that the spouse voluntarily elects to relinquish either or both of such rights.”

Section 6. Division 5. Benefits, Section 40-406 (a (1- 2), b, c (1 -5), d (1-6), e (1-3), f (1-4), g and h (1-5)) are amended to read as follows:

Heading shall be amended to read “In Service Retirement”

“(a) Effective June 1, 2022, participants may begin to receive benefits upon reaching their normal retirement date, regardless of continued employment status.”

“(b) Deleted”

“(c) (1 -5) Deleted”

“(d) (1-6) Deleted”

“(e) (1-3) Deleted”

“(f) (1-4) Deleted”

“(g) Deleted”

“(h) (1-5) Deleted”

“(i) (1-2) Deleted”

“(j) (1-5) Deleted”

Section 7. This ordinance shall be in full force and take effect on May 31, 2022.

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 16th day of May, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 16th day of May, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk



Let's Cross Paths

City of Sedalia

Human Resources Department

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 www.sedalia.com

May 10, 2022

City Administrator Shaw,

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

Furthermore, the following steps must be completed in order for the City of Sedalia to adopt this benefit change:

1. **The attached valuation letter must be made available for public inspection for at least 45 calendar days before your board may elect to adopt the proposed change in benefits**, in accordance with Section 105.675 RSMo. We suggest you make the valuation a part of the minutes or official record of your governing body's next meeting to satisfy this requirement. A copy of this report will also be sent to the Joint Committee on Public Employee Retirement, as required by law.

Status – Completed

2. Freeze the current Fire Fighters Retirement Plan.

Status - Pending – If approved, to be completed during the May 16th Council Meeting

3. Once your 45-day cost disclosure period has passed, your governing body may take action and make the benefit change effective on the first of any following month. This cost study is good for one year.

Status – Pending – If approved, to be completed during the May 16th Council Meeting

4. To adopt the benefit change, your governing body must adopt an ordinance/resolution by a majority vote.

5. **Status – Pending – If approved, to be completed during the May 16th Council Meeting**

6. Email or fax a signed copy of the ordinance/resolution within 10 days of being signed. LAGERS must receive this prior to the effective date.

Status – Pending – To be Completed once the Ordinance is passed.

We were given incorrect advisement. Per LAGERS the current Fire Fighters Retirement Fund needs to be frozen by ordinance (Step 2) prior to this step 6/ordinance being completed. We need to repeal the ordinance that was passed on May 9th and issue a new ordinance to comply with the 10 day window. The transition will still be June 1, 2022.

Along with freezing the current plan, we would like to amend the following sections as set forth in the ordinance.

- Division 3. Eligibility, Section 40-337
 - No longer allowing new participants to enroll after June 1, 2022
- Division 4. Composition, Section 40-369 (1, 2, 3 and 4)
 - Actuarial reporting and preparation needs
- Division 5. Benefits, Section 40-399 (a, b, e, f, and g)
 - Freezing the plan effective June 1, 2022
- Division 5. Benefits, Section 40-406 (a (1- 2), b, c (1 -5), d (1-6), e (1-3), f (1-4), g and h (1-5))
 - Removing the Drop Program

Sincerely,

Shannon Ramey-Trull
Human Resources Director

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 11560 AND ENACTING A NEW ORDINANCE TO CEASE FUTURE ACCRUALS IN THE FIREFIGHTERS' RETIREMENT FUND AND ACCEPT ELIGIBLE FIREFIGHTERS INTO THE MISSOURI LOCAL GOVERNMENT EMPLOYEES RETIREMENT SYSTEM (LAGERS).

WHEREAS, Per the Missouri Local Government Employees Retirement System (Lagers), the current Firefighters' Retirement Fund must be frozen by a companion Ordinance prior to eligible firefighters being accepted into Lagers; and

WHEREAS, in order to comply with requirements set by Lagers, Ordinance Number 11560 that was passed by the City Council of the City of Sedalia, Missouri ceasing future accruals in the Firefighters' Retirement Fund and accepting eligible firefighters into Lagers needs to be repealed and replaced with a new Ordinance; and

WHEREAS, the election and transition shall still be effective June 1, 2022.

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

Section 1. Ordinance Number 11560 is hereby repealed and replaced with a new Ordinance to cease future accruals in the Firefighters' Retirement Fund and accept eligible firefighters into Lagers.

Section 2. All present and future Fire Fighters declared to be eligible, who have 1,500 or more hours of annual employment, shall be covered under Benefit Program L-11 (2.50% for life).

Section 3. "Final Average Salary" for each employee shall be determined on the basis of a thirty-six (36) consecutive month period.

Section 4. Contributions to the Missouri Local Government Employees Retirement System of 0% total gross wages shall be required from all eligible employees.

Section 5. All employment prior to the date the City of Sedalia Fire Department begins participation in LAGERS is to be considered for vesting purposes for current employees and for determining the beginning date of employer contributions for employees hired and/or employed during this period but not for the calculation of credited service or final average salary. All qualified employment after the effective date shall be considered membership service, as defined in 70.600(15) RSMo. Such service shall be considered for purposes of vesting, calculating credited service, and calculating final average salary. Employee retirement benefits shall be based on the regular retirement eligibility, in accordance with the provisions of section 70.646, RSMo.

Section 6. The city is directed to deduct from the wages and salaries of each eligible Fire Department employee member, the contributions, if any, required by Section 70.705 RSMo., and to remit the deductions to LAGERS, together with the employer contributions required by Section 70.705 and 70.750 RSMo.

Section 7. Remittances and other required reports and records shall be forwarded to LAGERS in accordance with administrative guidelines established by officials of LAGERS.

Section 8. This ordinance shall be in full force and effect as of June 1, 2022.

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 16th day of May, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 16th day of May, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk



October 8, 2021 E-Mail

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

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

Dear Mr. Pabst:

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

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

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

Active Members as of July 31, 2021

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

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

Fire Division:

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

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

Fire Division:

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

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



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

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

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

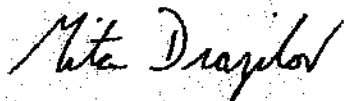
If the City participates in LAGERS for the Fire Department, the actuarial valuations will be prepared using the LAGERS assumptions, as adopted by the LAGERS Retirement Board. If future experience follows the LAGERS assumptions, the contribution rates calculated in this report will remain approximately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

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

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

Please call if you have any questions.

Sincerely,
Gabriel, Roeder, Smith & Company



Mita D. Drazilov, ASA, FCA, MAAA

MDD:sc



BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023
REGARDING THE PURCHASE OF AIR SCOUR BARS FOR THE WATER
DEPARTMENT.**

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

Section 1. The 2022-2023 fiscal year budget beginning April 1, 2022 and ending March 31, 2023 is hereby amended to increase the amounts previously budgeted for air scour bars, which shall be offset by decreases in other previously budgeted capital purchases resulting in a net increase in the projected fund balance of the Water Fund, as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 16th day of May 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 16th day of May 2022.

Andrew L. Dawson, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

Exhibit A
City of Sedalia
FY23 Budget Amendment 5/16/2022 - Purchase of Air Scour Bars in the Water Department

Account / Description	Current Budget	Change	Amended Budget	Comments
Expenditures / Uses of Funds				
62-73-351-00 Equipment	522,200.00	18,506.00	540,706.00	Increase in cost of air scour bars for 1981 filter gallery and additional expense for replacement of air scour bars for 1917 filter gallery (not previously budgeted in FY23) - \$55,836.00 Remove service truck replacement (not anticipated to be received in FY23) - \$34,000 Decrease expense for tow behind air compressor (came in under budget) - \$3,330
62-73-353-02 Distribution System	2,578,052.00	(31,406.54)	2,546,645.46	Cambridge Drive Road Crossing Project (came in under engineer cost estimate) - \$31,406.54
Total Expenditures / Uses of Funds		<u>(12,900.54)</u>		
		<u>12,900.54</u>		Net Increase in Projected Fund Balance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING QUOTES FROM ROBERTS FILTER GROUP FOR THE PURCHASE OF STAINLESS STEEL AIR SCOUR UNITS FOR TWO FILTER GALLERIES AT THE WATER FILTRATION PLANT.

WHEREAS, The City of Sedalia, Missouri, has received quotes from Roberts Filter Group for the purchase of stainless steel air scour units for two filter galleries at the Water Filtration Plant; and

WHEREAS, under the terms of the quotes, the City of Sedalia shall pay the total sum and amount of Seventy Six Thousand Three Hundred Thirty Six Dollars (\$76,336.00) for said stainless steel air scour units as more fully described in the quotes attached to this ordinance as Exhibits A and B 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 quotes from Roberts Filter Group in substantively the same form and content as they have been proposed.

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

Section 3. The City Clerk is hereby directed to file in her office a duplicate or copy of the quotes 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 16th day of May, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 16th day of May, 2022.

ATTEST:

Andrew L. Dawson, Mayor

Arlene Silvey, MPCC City Clerk



Roberts Filter Group

an ariens® company

180 Warrens Road, Coatesville, PA 19320, USA
p 610.583.3131 • f 610.583.0117 • www.robertsfilter.com

BILL TO: City of Sedalia

111 4th Street

Sedalia, MO 65301

Attn: David Murray/William Bracken

Email:

Title:

P:

F:

C:

SHIP TO: Sedalia W.T.P.

South Water Works Road

Sedalia, MO 65301

REFERENCE:

Sedalia, MO #22-1 Rev 1

QUOTE # SFQ 040122-4

DATE: 4/11/2022

SFQ 040122-4 Rev 1

4/13/2022

IN REPLY TO YOUR INQUIRY

DATED:

Contract Reference:

3187-T

QTY	UNITS	DESCRIPTION	PART OR DWG. NO.	WEIGHT	UNIT PRICE	TOTAL PRICE
144	each	Aries Laterals -304 SS material -Each lateral 3' 8" nominal length				
144	each	Grooved Diffusers				
294	each	E clips for securing diffusers				
1	lot	Freight				
		NOTE: 1. These are for filters '1917'. 2. Quoted are (144) laterals. Total laterals for all six(6) '1917' filters are 192(32 per filter) The Aries parts quoted are proprietary products of Roberts Filter Group and as such, can only be manufactured by Roberts. NOTES: 1. Sales Tax is not Included			LUMP SUM	\$39,745.00
			TOTAL			\$39,745.00

PRICES QUOTED ARE FIRM FOR 30 DAYS SUBJECT TO ROBERTS STANDARD TERMS & CONDITIONS

SHIPMENT ESTIMATED 6-8 weeks AFTER

ACKNOWLEDGMENT OF ORDER AND/OR APPROVAL TO PROCEED.

TERMS OF PAYMENT: Net 30

SHIPMENT TO BE: Prepaid and Allowed

F.O.B. SHIPPING POINTS: PREPAID AND ALLOWED TO JOBSITE

BY

Mike Patrone

Mike Patrone

ACCEPTED FOR

BY

DATE

STANDARD TERMS & CONDITIONS OF SALE

1. QUOTATIONS

Seller may make quotations verbally or in writing. Verbal quotations which are not confirmed in writing by Seller shall expire in five (5) calendar days unless Seller receives Buyer's purchase order within that period. Written quotations, including written confirmations of verbal quotations, shall expire automatically within thirty (30) calendar days after the date of quotation unless Seller receives Buyer's purchase order within that period. Acceptance of Seller's quotation by Buyer is expressly limited to the terms contained herein. The terms and conditions set forth herein represent all of the premises, covenants, agreements, conditions and understandings between Buyer and Seller and supersede all prior and contemporaneous agreements, understandings, inducements or conditions, expressed or implied, oral or written, relating to the sale and purchase of the goods covered hereby.

2. ACCEPTANCE OF PURCHASE ORDERS

Purchase orders shall be made out to Roberts Water Technologies, Incorporated (herein called the "Seller"), Media, PA and shall be, not withstand any contrary language of Buyer's purchase order, subject to acceptance by an authorized employee at the Seller's Media, PA Office.

3. TAXES

Unless otherwise noted, prices are exclusive of any taxes, including but not limited to local, State, Provincial, Federal Sales, Use or Manufacturer's Taxes or Customs and Duties of any sort; and such are to be borne by the Buyer.

4. CREDIT AND PAYMENT

(a) The prices set forth on the quotation attached hereto constitute the effective prices, notwithstanding any price lists, prior quotations of prices or prices set forth in any purchase order.
(b) In the United States and Canada payment terms are net thirty (30) days from date of shipment or, if delivery is delayed by an act of Buyer, thirty (30) days for date material is ready for shipment.

(c) If Buyer is located outside the United States or Canada, special terms may be available.

(d) Any amounts not paid when due shall incur a service charge of 1 1/2% per month (18% per annum) until paid in full. Buyer shall pay all expenses incurred in collecting delinquent accounts, including attorneys' fees.

(e) All credit and terms of payment are subject to approval of Seller's Credit Department.

(f) Buyer will be invoiced and make payment, according to the above terms, for partial shipments.

(g) Buyer may not assign rights and purchase orders without Seller's written consent.

5. SHIPMENTS

(a) Statements as to the expected dates of shipment represent Seller's best judgment but shipment on those dates is not guaranteed. Failure to deliver pursuant to said shipment dates for any reason whatsoever whether in Seller's control or not shall not be cause for cancellation by Buyer or for the assertion of damages of any kind whatsoever including, but not limited to, consequential damages against Seller.

(b) Costs for demurrage, cartage, and unloading material between points of delivery by carrier and jobsite are borne by Buyer.

(c) Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on the date specified by the Seller. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. The date of delivery specified by the Seller is an estimate only.

(d) THE BUYER IS REQUIRED TO INSPECT AND COUNT GOODS UPON DELIVERY AND SHALL BE DEEMED TO HAVE ACCEPTED THE GOODS FOURTEEN (14) DAYS AFTER DELIVERY TO THE BUYER. Accordingly, no claim for defect, variance in quantity, damage or quality will be entertained [without prejudice to the Seller's other rights pursuant to these Conditions] unless written notice together with all supporting evidence is received by the Seller within 14 days of delivery. After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

(e) On shipments F.O.B. Seller's Plant or point of manufacture, it is the Buyer's responsibility to inspect and accept materials and enter and prosecute any claim for loss or damage during shipment.

6. TITLE

All goods purchased hereunder are shipped F.O.B., Wagontown, PA or point of manufacture. Title to the products and all risk of loss or damage with respect thereto shall pass to and be borne by Buyer upon delivery by Seller to the carrier. All shipping and insurance charges shall be borne by Buyer, and where prepaid by Seller shall be included in the invoice for the goods shipped. To secure payment by Buyer of the amounts due to Seller under this or any other contract between Seller and Buyer, Buyer hereby grants to Seller a security interest in the goods purchased hereunder. Buyer agrees to execute, deliver, and file any financing statements, security agreements or other documents, and to do any and all acts which are requested by Seller to perfect, continue perfected, or evidence such security interest and any other security interests granted to Seller hereunder.

7. WARRANTY

(a) If it is established within one year after delivery to the Buyer, that any material or workmanship was defective at time of shipment, Seller will, at Seller's option, repair or replace such goods. The foregoing shall constitute the exclusive remedy of Buyer. It is expressly understood that Seller will not be liable for any special, indirect or consequential damages, losses or expenses arising in connection with the use or inability to use Seller's equipment for any purpose.

SELLER DISCLAIMS AND MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT AS SET FORTH HEREIN, AND HEREBY SPECIFICALLY NEGATES ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS SOLD HEREUNDER. BY SUBMITTING PURCHASE ORDER, BUYER AGREES THAT SELLER MAKES NO IMPLIED WARRANTIES AND ALL IMPLIED WARRANTIES ARE SPECIFICALLY EXCLUDED.

(b) To return a product purchased hereunder in connection with the assertion of a claim under the foregoing expressed warranty, the Buyer must obtain a return authorization from Seller prior to returning such product and must pay the costs of return transportation. Such transportation costs will be reimbursed to the Buyer by Seller only upon verification of the propriety of the claim by Seller.

8. FIELD SERVICE

Unless otherwise noted in the quotation, the services of a serviceman or field engineer are not included in the quoted price. Service may be available upon payment of current per diem rates plus all travel and living expenses.

9. CANCELLATION

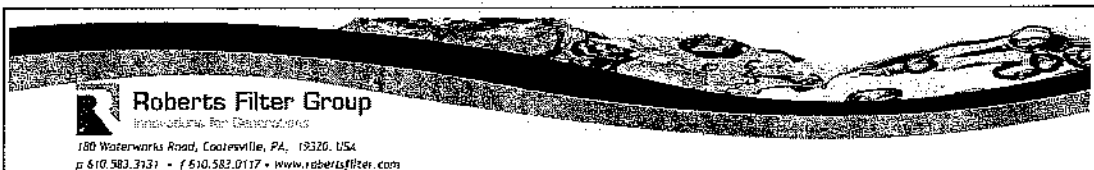
Deferment or cancellation of an order by Buyer will be accepted only on prior written agreement by and reimbursement to Seller for incurred expenses. Seller shall confirm any such oral notice in writing within five (5) days. Upon such cancellation, Seller shall have no further obligation with respect to this contract nor shall Seller be liable for damages of any kind, including, but not limited to, consequential damages, provided, however, that cancellation shall not be deemed a waiver of Seller's rights to demand performance by Buyer of any obligation of Buyer pursuant hereto, accrued up to the date of cancellation.

10. GOVERNING LAWS

These terms and conditions shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Any dispute or other legal action concerning these Terms, including any arbitration or litigation proceedings shall be conducted in Delaware County, Pennsylvania.

11. FORCE MAJEURE

Seller shall not be liable for any failure to discharge its obligations hereunder due to strikes, differences with workmen, accidents, Acts of God, fires, or shutdowns of its manufacturing plant or plants supplying it, orders of requirements of the United States Government, embargoes, inability to secure transportation facilities, or other contingencies beyond the control of Seller, including, but not limited to, those arising out of or due to national defense activities, or emergency conditions.



Roberts Filter Group
180 Waterworks Road, Coatesville, PA 19320, USA
p: 610.583.3737 • f: 610.583.0117 • www.robertsfilter.com

BILL TO: City of Sedalia
111 4th Street
Sedalia, MO 65301
Attn: David Murray/William Bracken
Email:
Title:
P:
F:
C:
SHIP TO: Sedalia W.T.P.
South Water Works Road
Sedalia, MO 65301

REFERENCE: Sedalia, MO #22-2
QUOTE # SFQ 041322-2 **DATE:** 4/13/2022
IN REPLY TO YOUR INQUIRY **DATED:**
Contract Reference: 3187-T

QTY	UNITS	DESCRIPTION	PART OR DWG. NO.	WEIGHT	UNIT PRICE	TOTAL PRICE
144	each	Aries Laterals -304 SS material -Each lateral 3' 4" nominal length				
144	each	Grooved Diffusers				
294	each	E clips for securing diffusers				
1	lot	Freight				
		NOTE: 1. This is for filters '1981' 2. The laterals quoted is complete for three(3) filters. The Aries parts quoted are proprietary products of Roberts Filter Group and as such, can only be manufactured by Roberts. NOTES: 1. Sales Tax is not included			LUMPSUM	\$36,591.00
		TOTAL				\$36,591.00

PRICES QUOTED ARE FIRM FOR 30 DAYS SUBJECT TO ROBERTS STANDARD TERMS & CONDITIONS

SHIPMENT ESTIMATED 6-8 weeks **AFTER**
ACKNOWLEDGMENT OF ORDER AND/OR APPROVAL TO PROCEED.
TERMS OF PAYMENT: Net 30
SHIPMENT TO BE: Prepaid and Allowed
F.O.B. SHIPPING POINTS: PREPAID AND ALLOWED TO JOBSITE

BY Mike Patrone
Mike Patrone
ACCEPTED FOR _____
BY _____
DATE _____

STANDARD TERMS & CONDITIONS OF SALE

1. QUOTATIONS

Seller may make quotations verbally or in writing. Verbal quotations which are not confirmed in writing by Seller shall expire in five (5) calendar days unless Seller receives Buyer's purchase order within that period. Written quotations, including written confirmations of verbal quotations, shall expire automatically within thirty (30) calendar days after the date of quotation unless Seller receives Buyer's purchase order within that period. Acceptance of Seller's quotation by Buyer is expressly limited to the terms contained herein. The terms and conditions set forth herein represent all of the promises, covenants, agreements, conditions and understandings between Buyer and Seller and supersede all prior and contemporaneous agreements, understandings, inducements or conditions, expressed or implied, oral or written, relating to the sale and purchase of the goods covered hereby.

2. ACCEPTANCE OF PURCHASE ORDERS

Purchase orders shall be made out to Roberts Water Technologies, Incorporated (herein called the "Seller"), Media, PA and shall be, not withstand any contrary language of Buyer's purchase order, subject to acceptance by an authorized employee at the seller's Media, PA Office.

3. TAXES

Unless otherwise noted, prices are exclusive of any taxes, including but not limited to local, State, Provincial, Federal Sales, Use or Manufacturer's Taxes or Customs and Duties of any sort; and such are to be borne by the Buyer.

4. CREDIT AND PAYMENT

- (a) The prices set forth on the quotation attached hereto constitute the effective prices, notwithstanding any price lists, prior quotations of prices or prices set forth in any purchase order.
- (b) In the United States and Canada payment terms are net thirty (30) days from date of shipment or, if delivery is delayed by an act of Buyer, thirty (30) days for date material is ready for shipment.
- (c) If Buyer is located outside the United States or Canada, special terms may be available.
- (d) Any amounts not paid when due shall incur a service charge of 1 1/2% per month (18% per annum) until paid in full. Buyer shall pay all expenses incurred in collecting delinquent accounts, including attorneys' fees.
- (e) All credit and terms of payment are subject to approval of Seller's Credit Department.
- (f) Buyer will be invoiced and make payment, according to the above terms, for partial shipments.
- (g) Buyer may not assign rights and purchase orders without Seller's written consent.

5. SHIPMENTS

- (a) Statements as to the expected dates of shipment represent Seller's best judgment but shipment on those dates is not guaranteed. Failure to deliver pursuant to said shipment dates for any reason whatsoever whether in Seller's control or not shall not be cause for cancellation by Buyer or for the assertion of damages of any kind whatsoever including, but not limited to, consequential damages against Seller.
- (b) Costs for demurrage, cartage, and unloading material between points of delivery by carrier and jobsite are borne by Buyer.
- (c) Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on the date specified by the Seller. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. The date of delivery specified by the Seller is an estimate only.
- (d) THE BUYER IS REQUIRED TO INSPECT AND COUNT GOODS UPON DELIVERY AND SHALL BE DEEMED TO HAVE ACCEPTED THE GOODS FOURTEEN (14) DAYS AFTER DELIVERY TO THE BUYER. Accordingly, no claim for defect, variance in quantity, damage or quality will be entertained (without prejudice to the Seller's other rights pursuant to these Conditions) unless written notice together with all supporting evidence is received by the Seller within 14 days of delivery. After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.
- (e) On shipments F.O.B. Seller's Plant or point of manufacture, it is the Buyer's responsibility to inspect and accept materials and enter and prosecute any claim for loss or damage during shipment.

6. TITLE

All goods purchased hereunder are shipped F.O.B., Wagontown, PA or point of manufacture. Title to the products and all risk of loss or damage with respect thereto shall pass to and be borne by Buyer upon delivery by Seller to the carrier. All shipping and insurance charges shall be borne by Buyer, and where prepaid by Seller shall be included in the invoice for the goods shipped. To secure payment by Buyer of the amounts due to Seller under this or any other contract between Seller and Buyer, Buyer hereby grants to Seller a security interest in the goods purchased hereunder. Buyer agrees to execute, deliver, and file any financing statements, security agreements or other documents, and to do any and all acts which are requested by Seller to perfect, continue perfected, or evidence such security interest and any other security interests granted to Seller hereunder.

7. WARRANTY

- (a) If it is established within one year after delivery to the Buyer, that any material or workmanship was defective at time of shipment, Seller will, at Seller's option, repair or replace such goods. The foregoing shall constitute the exclusive remedy of Buyer. It is expressly understood that Seller will not be liable for any special, indirect or consequential damages, losses or expenses arising in connection with the use or inability to use Seller's equipment for any purposes.

SELLER DISCLAIMS AND MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT AS SET FORTH HEREIN, AND HEREBY SPECIFICALLY NEGATES ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS SOLD HEREUNDER. BY SUBMITTING PURCHASE ORDER, BUYER AGREES THAT SELLER MAKES NO IMPLIED WARRANTIES AND ALL IMPLIED WARRANTIES ARE SPECIFICALLY EXCLUDED.

- (b) To return a product purchased hereunder in connection with the assertion of a claim under the foregoing expressed warranty, the Buyer must obtain a return authorization from Seller prior to returning such product and must pay the costs of return transportation. Such transportation costs will be reimbursed to the Buyer by Seller only upon verification of the propriety of the claim by Seller.

8. FIELD SERVICE

Unless otherwise noted in the quotation, the services of a serviceman or field engineer are not included in the quoted price. Service may be available upon payment of current per diem rates plus all travel and living expenses.

9. CANCELLATION


Deferment or cancellation of an order by Buyer will be accepted only on prior written agreement by and reimbursement to Seller for incurred expenses. Seller shall confirm any such oral notice in writing within five (5) days. Upon such cancellation, Seller shall have no further obligation with respect to this contract nor shall Seller be liable for damages of any kind, including, but not limited to, consequential damages, provided, however, that cancellation shall not be deemed a waiver of Seller's rights to demand performance by Buyer of any obligation of Buyer pursuant hereto, accrued up to the date of cancellation.

10. GOVERNING LAWS

These terms and conditions shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Any dispute or other legal action concerning these Terms, including any arbitration or litigation proceedings shall be conducted in Delaware County, Pennsylvania.

11. FORCE MAJEURE

Seller shall not be liable for any failure to discharge its obligations hereunder due to strikes, differences with workmen, accidents, Acts of God, fires, or shutdowns of its manufacturing plant or plants supplying it, orders of requirements of the United States Government, embargoes, inability to secure transportation facilities, or other contingencies beyond the control of Seller, including, but not limited to, those arising out of or due to national defense activities, or emergency conditions.

To: Kelvin Shaw
 Through: Brenda Ardrey 
 From: David Murray William Bracken
 Date: April 27, 2022
 Subject: Water Division Budget Modification and Approval of Sole Source Purchase
 Filter Gallery – Air Scour Units (Stainless Steel)

The Public Works Department is requesting City Council approval of the below budget modification to allow for purchase of stainless steel air scour units for the two filter galleries at the Water Filtration Plant. During the filter media replacement last fiscal year, the calcification of the air scour units and filter structures required use of jack hammers for removal of the media. After units were cleaned and inspected, it was determined that all scour units with the exception of one (Filter #9) required replacement.

During the FY 2023 budget process, the sole source manufacturer provided a quote on the stainless steel units for the 1981 filter gallery of \$20,500. Unfortunately, due to the cost of stainless steel rising over the intervening period from the original quote to the final quote, the price has risen to \$36,591. Additionally, it was hoped the air scour units in the 1917 filter gallery would not require replacement, however, upon evaluation they also require replacement and the quote for these units is \$39,745.

Several of the planned capital purchases of equipment have resulted in small cost savings from the original budgeted amounts approved in the FY 23 budget, one truck replacement planned for FY 23 can be delayed by a year and one construction project (Cambridge Road waterline crossing) came in below the engineer's cost estimate as detailed below which will provide sufficient funds to allow for the air scour units to be replaced.

Water Division Budget Modification FY 2023

	<u>Original Quote Provided for Budget</u>	<u>Current Quote</u>	<u>Difference from Budgeted Amount</u>
Air scour bars for 1981 filter gallery (stainless steel)	\$20,500.00	\$36,591.00	(\$16,091.00)
Air scour bars for 1917 filter gallery (stainless steel included in FY22 budget)	\$0.00	\$39,745.00	(\$39,745.00)
Difference from Approved Budget			<u>(\$55,836.00)</u>
		<u>Bid Award</u>	
Cambridge Drive Road Crossing	\$53,906.00	\$22,499.46	\$31,406.54

		<u>Sourcewell</u> <u>Agreement</u>	
72" Zero Turn Mower	\$14,000.00	\$13,236.44	\$763.56

		<u>Sourcewell</u> <u>Agreement</u>	
Trencher Attachment for Skid Steer	\$6,200.00	\$6,127.00	\$73.00

		<u>Sourcewell</u> <u>Agreement</u>	
Tow Behind Air Compressor	\$18,000.00	\$14,670.00	\$3,330.00

		<u>Current</u> <u>Quote</u>	
Air Compressor for High Service Building	\$5,000.00	\$5,181.21	(\$181.21)

Budgeted Amount Available for Modification			<u>\$35,391.89</u>
---	--	--	--------------------

		<u>Likely Not to</u> <u>Receive in</u> <u>FY23</u>	
Vehicles - Pick-up replacement (1-Svc Tech)	\$34,000.00	\$0.00	<u>\$34,000.00</u>
Balance remaining available			<u>\$13,555.89</u>

Additionally, the air scour units were replaced in 2000 with units that are proprietary. This memo asks for approval of the sole source purchase of the replacement units from Roberts Filter.

Thank you.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN ANNEXATION AND UTILITY SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND JOSEPH GUDISHVILI AND KAROLENA GUDISHVILI FOR CONNECTION OF PROPERTY LOCATED IN PETTIS COUNTY, MISSOURI TO THE CITY OF SEDALIA'S SANITARY SEWER AND WATER SYSTEM.

WHEREAS, The City of Sedalia, Missouri, received an annexation and utility services agreement from Joseph Gudishvili and Karolena Gudishvili; and

WHEREAS, under the agreement, the City of Sedalia, Missouri agrees to allow Joseph Gudishvili and Karolena Gudishvili to connect property located outside of the city limits of Sedalia to the City of Sedalia's sanitary sewer and water system as more fully described in the proposed agreement attached as Exhibit A and incorporated by reference as though the proposed agreement were set forth herein.

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

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

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

Section 3. The City Clerk is hereby directed to file in her office a duplicate or copy of the document after it has been executed by the parties or their duly authorized representatives and after said agreement has been recorded with the Pettis County Recorder of Deed's office.

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 16th day of May, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 16th day of May, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Arlene Silvey, MPCC City Clerk

ANNEXATION AND UTILITY SERVICES AGREEMENT

This Agreement (hereinafter "Agreement") entered into this 5th day of May, 2022, between the City of Sedalia, Missouri, (hereinafter "City") and Joseph Gudishvili and Karolena Gudishvili (hereinafter "Owners").

RECITALS:

1. Whereas, Owners represent that they are the owners of the following real estate (hereinafter referred as "Owners real estate") located in Pettis County, Missouri:

See attached "Exhibit A" as legal description of property and "Exhibit B" for location of property.

2. Whereas, Owners desire to connect Owners' property to the City's water and sanitary sewer systems for purposes of developing Owner's property; and

3. Whereas, City desires to permit Owners to connect to the City's water and sanitary sewer systems for purposes of developing Owner's property; and

4. Whereas, City desires the right to annex Owners' property if Owners' property becomes contiguous to City's corporate city limits; and

NOW, THEREFORE, for and in consideration of the above-recitals as well as the terms and conditions hereafter, the parties hereby agree as follows:

1. Owners, in exchange for the City's agreement to allow Owners to connect their property to the City's water and sanitary sewer systems, the Owners, on behalf of themselves, their successors, heirs and assigns, hereby conveys unto the City the irrevocable and perpetual right to file on their behalf a Petition of Annexation at any time after annexation becomes possible.

2. City shall allow Owners to connect water and sanitary sewer lines serving Owners' property to the City's water and sanitary sewer systems, and Owners shall make connection at their expense. Prior to approving the physical connection, Owners shall obtain all necessary easements, if needed, from any other landowners and provide recorded copies to the City, obtain permits for the connection and pay all fees required to connect to the City's water and sanitary sewer systems. City shall provide and install water meter and box for connection of Owners' water service line. Owners shall be responsible for connecting the Owners' water service line from the house to the meter. Owners shall become a utility customer of the City and shall pay all fees and charges established by the City for water and sanitary sewer services.

3. The Owners shall ensure the sanitary sewer line serving Owners' property is constructed in

compliance with City regulations and standards. Construction of the sanitary sewer line shall be inspected by the City as though the property were within the City limits and shall be subject to City approval. Owners agree to bring the new sewer line to the City's existing sewer line and make connection. Owners shall not be charged for sewer services until the activation of service with City of Sedalia.

4. Owners agree to the "out of city limits" fee/cost schedule for services until such time as the Owners' property is annexed into the City of Sedalia.

5. Sanitary sewer lines serving property other than the Owners' property shall not be connected to the line serving the Owners' property without the City's written consent.

6. To the extent allowed by law, the City may annex Owners' property into the City, without further action of the Owners, after Owners' property becomes contiguous to the corporate limits of the City.

7. Owners irrevocably appoint the City Administrator of Sedalia, Missouri, as its attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of Owners' property to the City Council of Sedalia, Missouri, IF AND WHEN the property becomes contiguous and compact to the city limits of the City of Sedalia, Missouri. The City Administrator may exercise this power of attorney at any time after Owners' property becomes contiguous to the corporate limits of the City. Owners on their behalf, and on behalf of their heirs, successors and assigns do hereby waive any notice of the filing of the petition, do hereby consent to the granting of the petition, and do hereby waive any objections, statutory or otherwise, to the annexation of the property into the City of Sedalia. Owners do hereby authorize the City to take whatever action necessary to complete the annexation of this property. Owners' consent to such future annexation of the Property is irrevocable.

8. The parties hereto agree that this Agreement shall be recorded, in the real estate records of the Office of Recorder of Deeds of Pettis County, Missouri, and that the obligations and conditions of this Agreement shall run with the Property and shall be binding upon all future owners and users of the Property. Owners, on their own behalf and on behalf of all such future owners of the Property hereby agree that each purchaser, assignee or transferee of an interest in the Property, or any portion thereof, will be obligated and bound by the terms of this Agreement. Owners, on their own behalf and on behalf of all future owners of the Property, acknowledges that they and/or future owners of the Property shall be responsible for payment of all properly billed fees for water and sewage treatment services as established by the City of Sedalia. Owners' liability contained in this paragraph 8 shall terminate when Owners have transferred their ownership interest in Owners' property to a successor owner, at which time, the successor owner shall be responsible for payment of all properly billed fees for water and sewage treatment services as established by the City of Sedalia.

9. Alternatively, if requested by the City Administrator, Owners, their successors, assigns and heirs shall, within such time as specified by the City Administrator, submit a verified petition requesting annexation of the Owners' property to the City Clerk for presentation to the City Council of Sedalia, Missouri. The City Administrator may request Owners to present an annexation petition at any time after Owners' property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.

10. Owners shall give a copy of this Agreement to the person or persons who buy the Owners' property.

11. If Owners fail to comply with any of the provisions of this Agreement, or repudiate the terms of this Agreement, City may terminate water and sanitary sewer services to Owners' property and disconnect the utility lines serving Owners' property from the City's water and sanitary sewer systems. City shall give Owners six months prior written notice of its intent to terminate service.

12. This Agreement is not intended to confer any rights or remedies on any person other than the parties.

13. The benefits and burdens of this Agreement are intended to attach to and run with the land and shall be binding on and inure to the benefit of the parties and their respective legal representatives, successors, heirs and assigns. All persons claiming under the parties shall conform to and observe the provisions of this Agreement.

14. This Agreement shall be recorded in the office of the Pettis County Recorder of Deeds at the City's expense.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF SEDALIA, MISSOURI

By: _____
Andrew Dawson, Mayor

ATTEST:

Arlene Silvey, MPCC, City Clerk

OWNER: JOSEPH GUDISHVILI

By: Joseph Gudishvili
Joseph Gudishvili, Owner

OWNER: KAROLENA GUDISHVILI

By: Karolena Gudishvili
Karolena Gudishvili, Owner

On the _____ day of May, 2022, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Sedalia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the Mayor acknowledged this instrument to be the free act and deed of the City.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal my office in Sedalia, Pettis County, Missouri, the day and year first above written.

By: _____
Andrew Dawson, Mayor

ACKNOWLEDGMENT BY OWNER, CORPORATION OR ASSOCIATION

STATE OF MISSOURI)
) ss
COUNTY OF PETTIS)

On the day 5th of May, 2022, before me appeared Joseph Gudishvili and Karolena Gudishvili, to me personally known, who, being by me duly sworn, did say that he is the Owner of _____, and that said instrument was signed by him and acknowledged the said instrument to be a free act and deed of thems.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and state aforesaid the day and year first above written.

Jason S. Myers
Notary Public

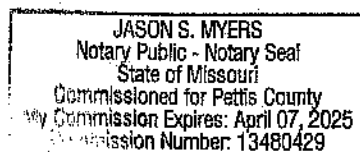


Exhibit A

See Attached plat recorded as Document _____ in the Pettis County Recorder of Deeds.

EXHIBIT "A"
LEGAL DESCRIPTION

Truman Title, Inc. File Number 22010003

TRACT 1:

A TRACT OF LAND LYING IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 45 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, SEDALIA, PETTIS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 9, THENCE NORTH 89°51' EAST, ALONG THE SOUTH LINE OF SAID SECTION, 693.71 FEET; THENCE NORTH 01°14'40" WEST, AND ALONG THE EAST LINE OF A TRACT DESCRIBED IN BOOK 317 AT PAGE 504, 485.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 1°14'40" WEST, 150.0 FEET; THENCE SOUTH 89°54'18" WEST, 135.0 FEET; THENCE SOUTH 01°14'40" EAST, 150.0 FEET; THENCE NORTH 89°54'18" EAST, 135.0 FEET TO THE POINT OF BEGINNING.

ALONG WITH A 15.0 FOOT NON-EXCLUSIVE INGRESS-EGRESS AND UTILITY EASEMENT LYING 7.5 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 45 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, SEDALIA, PETTIS COUNTY, MISSOURI; THENCE NORTH 89°51' EAST, ALONG THE SOUTH LINE OF SAID SECTION, 693.71 FEET; THENCE NORTH 01°14'40" WEST, AND ALONG THE EAST LINE OF A TRACT DESCRIBED IN BOOK 317 AT PAGE 504, 485.0 FEET; THENCE SOUTH 89°54'18" WEST, 135.0 FEET; THENCE NORTH 01°14'40" WEST, 142.5 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°54'18" WEST, 115.57 FEET TO THE EAST LINE OF AARON AVENUE AND THE TERMINATION OF SAID INGRESS-EGRESS.

TRACT 2:

LOT NINETEEN (19) OF COVERED BRIDGE ESTATES PLAT 2, A SUBDIVISION OF PETTIS COUNTY, MISSOURI.

Exhibit B



Overview

Legend

- ☐ Political Township
- ☐ Corporate Limits
- ☐ Parcels
- ☐ Roads


Parcel ID	155015000004060	Alternate ID	n/a	Owner Address	GUDISHVILI, JOSEPH & KAROLENA
Sec/Twp/Rng	15/45/21	Class	Residential		105B E FRANKLIN ST
Property Address	3325 CEDAR SPRING ST	Acreage	0.239		GREEN RIDGE, MO 65332-1100
	SEDALIA				
District	R004				
Brief Tax Description	LOT 19 COVERED BRIDGE EST PLAT 2 15-45-21				
	(Note: Not to be used on legal documents)				

Disclaimer: The information provided on this site is for convenience only and is compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. In the preparation of this site, extensive efforts have been made to offer the most current, correct, and clearly expressed information possible. However, inadvertent errors can occur, and information placed on this site is not intended to replace any official source. The applicable county sources should be consulted for verification of the information provided on these pages. Users are advised that their use of any of this information is at their own risk.

Date created: 5/5/2022
Last Data Uploaded: 5/5/2022 4:46:16 AM

Developed by  **Schneider**
GEOSPATIAL

To: Kelvin Shaw

From: Brenda Ardrey 

Date: May 5, 2022

Subject: Council Memo-Annexation Agreement for Water and Sewer Services

Please find attached an annexation agreement between the City of Sedalia and Joseph Gudishvili and Karolena Gudishvili for the tract of land identified within the agreement as Lot 19 Covered Bridge Est., Plat 2 15-45-21, and now addressed as 3325 Cedar Spring St. The Gudishvili's are requesting connection to the City's water distribution and sewer collection systems and have agreed to pay "out of City limits" rates until such time as the property is annexed into the City.

The agreement is written to allow the City to disconnect the water and sewer service lines should the Gudishvili's not complete the annexation process. The Gudishvili's have already signed and had notarized the agreement.

Thank you for your consideration of the request.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN ANNEXATION AND UTILITY SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND MARK T. KEMPTON AND KRISTA R. KEMPTON FOR CONNECTION OF PROPERTY LOCATED IN PETTIS COUNTY, MISSOURI TO THE CITY OF SEDALIA'S WATER SYSTEM.

WHEREAS, The City of Sedalia, Missouri, received an annexation and utility services agreement from Mark T. Kempton and Krista R. Kempton; and

WHEREAS, under the agreement, the City of Sedalia, Missouri agrees to allow Mark T. Kempton and Krista R. Kempton to connect property located outside of the city limits of Sedalia to the City of Sedalia's water system as more fully described in the proposed agreement attached as Exhibit A and incorporated by reference as though the proposed agreement were set forth herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Mark T. Kempton and Krista R. Kempton in substantively the same form and content as the agreement has been proposed.

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

Section 3. The City Clerk is hereby directed to file in her office a duplicate or copy of the document after it has been executed by the parties or their duly authorized representatives and after said agreement has been recorded with the Pettis County Recorder of Deed's office.

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 16th day of May, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 16th day of May, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Arlene Silvey, MPCC City Clerk

ANNEXATION AND UTILITY SERVICES AGREEMENT

This Agreement (hereinafter "Agreement") entered into this 5th day of MAY, 2022, between the City of Sedalia, Missouri, (hereinafter "City") and Mark T. Kempton and Krista R. Kempton (hereinafter "Owners").

RECITALS:

1. Whereas, Owners represent that they are the owners of the following real estate (hereinafter referred as "Owners' real estate") located in Pettis County, Missouri:

See attached "Exhibit A" as legal description of property and "Exhibit B" for location of property.

2. Whereas, Owners desire to connect Owners' property to the City's water system for purposes of developing Owner's property; and

3. Whereas, City desires to permit Owners to connect to the City's water system for purposes of developing Owner's property; and

4. Whereas, City desires the right to annex Owners' property if Owners' property becomes contiguous to City's corporate city limits; and

NOW, THEREFORE, for and in consideration of the above-recitals as well as the terms and conditions hereafter, the parties hereby agree as follows:

1. Owners, in exchange for the City's agreement to allow Owners to connect their property to the City's water system, the Owners, on behalf of themselves, their successors, heirs and assigns, hereby conveys unto the City the irrevocable and perpetual right to file on their behalf a Petition of Annexation at any time after annexation becomes possible.

2. City shall allow Owners to connect a water line serving Owners' property to the City's water system, and Owners shall make connection at their expense. Prior to approving the physical connection, Owners shall obtain all necessary easements, if needed, from any other landowners and provide recorded copies to the City, obtain permits for the connection and pay all fees required to connect to the City's water system. City shall provide and install water meter and box for connection of Owners' water service line. Owners shall be responsible for connecting the Owners' water service line from the house to the meter. Owners shall become a utility customer of the City and shall pay all fees and charges established by the City for water service.

3. The Owners shall ensure the water service line serving Owners' property is constructed in compliance with City regulations and standards. Construction of the water service line shall be

inspected by the City as though the property were within the City limits and shall be subject to City approval. Owners agree to bring the new water service line to the City's meter and make connection. Owners shall not be charged for water service until the activation of service with the City of Sedalia.

4. Owners agree to the "out of city limits" fee/cost schedule for services until such time as the Owners' property is annexed into the City of Sedalia.

5. Water service lines serving property other than the Owners' property shall not be connected to the line serving the Owners' property without the City's written consent.

6. To the extent allowed by law, the City may annex Owners' property into the City, without further action of the Owners, after Owners' property becomes contiguous to the corporate limits of the City.

7. Owners irrevocably appoint the City Administrator of Sedalia, Missouri, as its attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of Owners' property to the City Council of Sedalia, Missouri, IF AND WHEN the property becomes contiguous and compact to the city limits of the City of Sedalia, Missouri. The City Administrator may exercise this power of attorney at any time after Owners' property becomes contiguous to the corporate limits of the City. Owners on their behalf, and on behalf of their heirs, successors and assigns do hereby waive any notice of the filing of the petition, do hereby consent to the granting of the petition, and do hereby waive any objections, statutory or otherwise, to the annexation of the property into the City of Sedalia. Owners do hereby authorize the City to take whatever action necessary to complete the annexation of this property. Owners' consent to such future annexation of the Property is irrevocable.

8. The parties hereto agree that this Agreement shall be recorded, in the real estate records of the Office of Recorder of Deeds of Pettis County, Missouri, and that the obligations and conditions of this Agreement shall run with the Property and shall be binding upon all future owners and users of the Property. Owners, on their own behalf and on behalf of all such future owners of the Property hereby agree that each purchaser, assignee or transferee of an interest in the Property, or any portion thereof, will be obligated and bound by the terms of this Agreement. Owners, on their own behalf and on behalf of all future owners of the Property, acknowledges that they and/or future owners of the Property shall be responsible for payment of all properly billed fees for water service as established by the City of Sedalia. Owners' liability contained in this paragraph 8 shall terminate when Owners have transferred their ownership interest in Owners' property to a successor owner, at which time, the successor owner shall be responsible for payment of all properly billed fees for water service as established by the City of Sedalia.

9. Alternatively, if requested by the City Administrator, Owners, their successors, assigns and heirs shall, within such time as specified by the City Administrator, submit a verified petition requesting annexation of the Owners' property to the City Clerk for presentation to the City Council of Sedalia, Missouri. The City Administrator may request Owners to present an annexation petition at any time after Owners' property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.

10. Owners shall give a copy of this Agreement to the person or persons who buy the Owners' property.

11. If Owners fail to comply with any of the provisions of this Agreement, or repudiate the terms of this Agreement, City may terminate water service to Owners' property and disconnect the utility

lines serving Owners' property from the City's water system. City shall give Owners six months prior written notice of its intent to terminate service.

12. This Agreement is not intended to confer any rights or remedies on any person other than the parties.

13. The benefits and burdens of this Agreement are intended to attach to and run with the land and shall be binding on and inure to the benefit of the parties and their respective legal representatives, successors, heirs and assigns. All persons claiming under the parties shall conform to and observe the provisions of this Agreement.

14. This Agreement shall be recorded in the office of the Pettis County Recorder of Deeds at the City's expense.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF SEDALIA, MISSOURI

By: _____
Andrew Dawson, Mayor

ATTEST:

Arlene Silvey, MPCC, City Clerk

OWNER: MARK T. KEMPTON

By: 
Mark T. Kempton, Owner

OWNER: KRISTA R. KEMPTON

By: 
Krista R. Kempton, Owner

On the _____ day of May, 2022, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Sedalia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the Mayor acknowledged this instrument to be the free act and deed of the City.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal my office in Sedalia, Pettis County, Missouri, the day and year first above written.

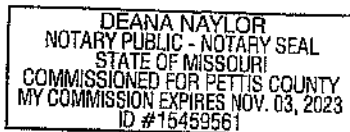
By: _____
Andrew Dawson, Mayor

ACKNOWLEDGMENT BY OWNER, CORPORATION OR ASSOCIATION

STATE OF MISSOURI)
) ss
COUNTY OF PETTIS)

On the day 5th of May, 2022, before me appeared Mark T. Kempton and Krista R. Kempton, to me personally known, who, being by me duly sworn, did say that he is the Owner _____, and that said instrument was signed by him and acknowledged the said instrument to be ~~his~~ free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and state aforesaid the day and year first above written.



Deana Naylor
Notary Public

Exhibit A

See Attached plat recorded as Document _____ in the Pettis County Recorder of Deeds.



DocID:8121168

Tx:4102947

2022-1716

RECORDED ON

04/01/2022 01:21 PM

PAGES: 2

BARBARA CLEVINGER
RECORDER OF DEEDS
PETTIS COUNTY, MOMISSOURI WARRANTY DEED

THIS INDENTURE, made on this 31st day of March, 2022, by and between THOMAS BRODY KEMPTON and ALLISON AMY KEMPTON, husband and wife, of Pettis County, Missouri, hereinafter referred to as "Grantors", and MARK T. KEMPTON and KRISTA R. KEMPTON, husband and wife, of Pettis County, Missouri, hereinafter referred to as "Grantees".

WITNESSETH, THAT THE SAID GRANTORS, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them paid by said Grantees (the receipt of which is hereby acknowledged) do, by these presents, GRANT, BARGAIN and SELL, CONVEY and CONFIRM unto the Grantees, their heirs and assigns, the following described lot, tract or parcel of land, lying, being and situated in the County of Pettis and State of Missouri, to-wit:

LOT FIFTY SIX (56) OF THE REVISED PLAT OF WALNUT HILLS COUNTRY CLUB ESTATES, PART I, A SUBDIVISION OF PETTIS COUNTY, MISSOURI.

"Subject to easements apparent or of record and restrictions, if any"

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Grantees and unto their heirs and assigns forever; the said Grantors hereby covenanting that they are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that they have good right to convey the same, that the said premises are free and clear from any encumbrance done or suffered by them or those under whom they claim; and that they will warrant and defend the title to said premises unto the said Grantees and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, said Grantors have hereunto set his hand and seal the day and year above written.


THOMAS BRODY KEMPTON







ALLISON AMY KEMPTON

Exhibit B



Overview

Legend

-  Political Township
-  Corporate Limits
-  Parcels
-  Roads
-  FEMA Flood Zones


Parcel ID	141012000002003	Alternate ID	n/a	Owner Address	KEMPTON, MARK T & KRISTA R
Sec/Twp/Rng	12/45/22	Class	Residential		PO BOX 815
Property Address	HEDGE APPLE DR	Acreage	0.579		SEDALIA, MO 65302-0815
	PRAIRIE TWP				
District	R004				
Brief Tax Description	LOT 56 WALNUT HILLS COUNTRY CLUB ESTATE				
	(Note: Not to be used on legal documents)				

Disclaimer. The information provided on this site is for convenience only and is compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. In the preparation of this site, extensive efforts have been made to offer the most current, correct, and clearly expressed information possible. However, inadvertent errors can occur, and information placed on this site is not intended to replace any official source. The applicable county sources should be consulted for verification of the information provided on these pages. Users are advised that their use of any of this information is at their own risk.

Date created: 5/5/2022
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GEOSPATIAL

To: Kelvin Shaw

From: Brenda Ardrey 

Date: May 5, 2022

Subject: Council Memo-Annexation Agreement for Water Service

Please find attached an annexation agreement between the City of Sedalia and Mark T. and Krista R. Kempton for the tract of land identified within the agreement as Lot 56 Walnut Hills Country Club Estate. The Kempton's are requesting connection to the City's water distribution system and agreed to pay "out of City limits" rates until such time as the property is annexed into the City.

The agreement is written to allow the City to disconnect the water service line should the Kempton's not complete the annexation process. The Kempton's have already signed and had notarized the agreement.

Thank you for your consideration of the request.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AMENDMENT NUMBER ONE FOR ON-CALL PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS.

WHEREAS, the City of Sedalia, Missouri, has received Amendment No. 1 for On Call Professional Services from Wilson & Company, Inc., Engineers & Architects; and

WHEREAS, under the terms of said Amendment No. 1, the City of Sedalia, Missouri, shall pay various sums and amounts to Wilson & Company, Inc., Engineers & Architects, for said services as more fully described in the amendment attached to this ordinance as Exhibit A and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the On Call Professional Services Amendment No. 1 by and between the City of Sedalia, Missouri and Wilson & Company, Inc., Engineers & Architects in substantively the same form and content as the agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 16th day of May, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 16th day of May, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Arlene Silvey, MPCC City Clerk

On-Call Professional Services
Amendment #1

This Amendment #1 made and entered into as of the 17th day of May, 2022 by and between the City of Sedalia, Missouri, a municipal corporation of the State of Missouri, (hereinafter referred to as "City") and Wilson & Company, Inc., Engineers & Architects of 800 E 101st Terrace, Suite 200, Kansas City, MO 64131 (hereinafter referred to as "Wilson & Co.").

WITNESSETH:

WHEREAS, Wilson & Co. and the City mutually agree to amend a certain provision of the existing agreement as specified below.

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

This Amendment #1 shall be effective from June 1, 2022 to May 31, 2023. In accordance with paragraph 1.4 of the Agreement, Wilson & Co. has adjusted their rates by increasing the previously agreed upon rates to those contained in the attached Exhibit A and in keeping with the Consumer Price Index (CPI) for All Urban Consumers increases between 2014 and 2022.

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

Kelvin Shaw, City Administrator

Authorized Representative
Wilson & Company, Inc., Engineers & Architects

Attest:

Signature

Title

COMPARISON OF WILSON & CO. RATES 2014 - 2022

12-month percentage change, Consumer Price Index, selected categories, not seasonally adjusted

Date	CPI Change All Items
Aug-15	0.20%
Aug-16	1.10%
Aug-17	1.90%
Aug-18	2.70%
Aug-19	1.70%
Aug-20	1.30%
Aug-21	5.30%
Mar-22	8.50%

Cumulative CPI Change

22.70%

LABOR RATES		2022 RATES		2014 RATES		% Change	
		REGULAR BILL RATE	OVERTIME BILL RATE	REGULAR BILL RATE	OVERTIME BILL RATE	REGULAR BILL RATE	OVERTIME BILL RATE
A1	Intern Architect, Job Captain (Unlicensed)	\$ 88.00	\$ 88.00	\$ 66.00	\$ 66.00	33.33%	33.33%
A2	Intern Architect, Job Captain (Unlicensed)	\$ 96.00	\$ 96.00	\$ 86.00	\$ 86.00	11.63%	11.63%
A3	Intern Architect, Job Captain (Unlicensed)	\$ 115.00	\$ 115.00	\$ 116.00	\$ 116.00	-0.86%	-0.86%
A4	Architect (Licensed)	\$ 140.00	\$ 140.00	\$ 129.00	\$ 129.00	8.53%	8.53%
A5	Architect (Licensed)	\$ 167.00	\$ 167.00	\$ 136.00	\$ 136.00	22.79%	22.79%
A6	Architect (Licensed)	\$ 210.00	\$ 210.00	\$ 142.00	\$ 142.00	47.89%	47.89%
A7	AVP, VP, Ops Manager	\$ 240.00	\$ 240.00				
AD1	Receptionist/File Clerk	\$ 42.00	\$ 63.00	\$ 45.00	\$ 67.50	-6.67%	-6.67%
AD2	Administrative Assistant II/Receptionist	\$ 54.00	\$ 81.00	\$ 56.00	\$ 84.00	-3.57%	-3.57%
AD3	Administrative Assistant III/Receptionist	\$ 66.00	\$ 99.00	\$ 69.00	\$ 103.50	-4.35%	-4.35%
AD4	Administrative Assistant IV/Executive Assistant IV	\$ 72.00	\$ 108.00	\$ 74.00	\$ 111.00	-2.70%	-2.70%
AD5	Senior Administrative Assistant V/Executive Assistant V	\$ 90.00	\$ 135.00	\$ 96.00	\$ 144.00	-6.25%	-6.25%
FC1	Junior Construction Observer	\$ 62.00	\$ 93.00	\$ 49.00	\$ 73.50	26.53%	26.53%
FC2	Construction Observer/Inspector	\$ 80.00	\$ 120.00	\$ 58.00	\$ 87.00	37.93%	37.93%
FC3	Construction Observer/Inspector	\$ 96.00	\$ 144.00	\$ 68.00	\$ 102.00	41.18%	41.18%
FC4	Construction Observer/Inspector	\$ 112.00	\$ 168.00	\$ 84.00	\$ 126.00	33.33%	33.33%
FC5	Senior Construction Observer/Inspector	\$ 126.00	\$ 126.00	\$ 101.00	\$ 151.50	23.76%	-17.49%
FC6	Senior Construction Observer/Inspector	\$ 140.00	\$ 140.00	\$ 128.00	\$ 192.00	9.38%	-27.08%
FS1	Survey Tech I	\$ 46.00	\$ 69.00	\$ 39.00	\$ 58.50	17.95%	17.95%
FS2	Survey Tech II	\$ 53.00	\$ 80.00	\$ 44.00	\$ 66.00	20.45%	21.21%
FS3	Survey Tech III	\$ 64.00	\$ 96.00	\$ 61.00	\$ 91.50	4.92%	4.92%
FS4	Crew Chief, Senior Crew Chief	\$ 90.00	\$ 135.00	\$ 83.00	\$ 124.50	8.43%	8.43%
FS5	Chief Surveyor (Licensed)	\$ 122.00	\$ 122.00	\$ 100.00	\$ 100.00	22.00%	22.00%
FS6	Survey Manager (Licensed)	\$ 180.00	\$ 180.00	\$ 141.00	\$ 141.00	27.66%	27.66%
FS7	Operations Manager (Licensed)	\$ 210.00	\$ 210.00	\$ 233.00	\$ 233.00	-9.87%	-9.87%
IA1	Intern I	\$ 36.00	\$ 54.00	\$ 34.00	\$ 51.00	5.88%	5.88%
IA2	Intern II	\$ 50.00	\$ 75.00				
IA3	Intern III			\$ 52.00	\$ 78.00		
OD1	CADD Technician (entry level)	\$ 44.00	\$ 66.00	\$ 46.00	\$ 69.00	-4.35%	-4.35%
OD2	CADD Technician	\$ 52.00	\$ 78.00	\$ 51.00	\$ 76.50	1.96%	1.96%
OD3	CADD Technician	\$ 72.00	\$ 108.00	\$ 57.00	\$ 85.50	26.32%	26.32%
OD4	CADD Technician	\$ 90.00	\$ 135.00	\$ 74.00	\$ 111.00	21.62%	21.62%
OD5	Senior CADD Technician-CADD Manager	\$ 110.00	\$ 165.00	\$ 93.00	\$ 139.50	18.28%	18.28%
OP1	Apprentice Stereo Operator	\$ 48.00	\$ 72.00	\$ 48.00	\$ 72.00	0.00%	0.00%
OP2	Stereo Operator	\$ 80.00	\$ 90.00	\$ 53.00	\$ 79.50	33.21%	33.21%
OP3	Stereo Operator/GIS Analyst	\$ 78.00	\$ 117.00	\$ 58.00	\$ 87.50	34.48%	34.48%
OP4	Stereo Operator/GIS Analyst	\$ 104.00	\$ 156.00	\$ 93.00	\$ 139.50	11.83%	11.83%
OP5	Chief Photogrammetrist	\$ 118.00	\$ 177.00	\$ 115.00	\$ 116.00	2.72%	52.59%
OP6	Chief Photogrammetrist	\$ 156.00	\$ 156.00	\$ 127.00	\$ 127.00	22.83%	22.83%
OP7	Chief Photogrammetrist	\$ 230.00	\$ 230.00	\$ 218.00	\$ 218.00	5.50%	5.50%
P1	Graduate Engineer (Unlicensed)	\$ 92.00	\$ 92.00	\$ 81.00	\$ 81.00	13.58%	13.58%
P2	Graduate Engineer (Unlicensed)	\$ 99.00	\$ 99.00	\$ 97.00	\$ 97.00	2.06%	2.06%
P3	Staff Detail Designer (Unlicensed)	\$ 118.00	\$ 118.00	\$ 111.00	\$ 111.00	7.21%	7.21%
P4	Staff Detail Designer (Licensed)	\$ 144.00	\$ 144.00	\$ 125.00	\$ 125.00	15.20%	15.20%

P5	Project Designer (Licensed)	\$ 184.00	\$ 184.00	\$ 167.00	\$ 167.00	10.18%	10.18%
P6	Project Designer (Licensed)	\$ 216.00	\$ 216.00	\$ 189.00	\$ 189.00	14.29%	14.29%
P7	Department Head, Principal (Licensed)	\$ 260.00	\$ 260.00	\$ 210.00	\$ 210.00	23.81%	23.81%
P8	Principal (Licensed)			\$ 260.00	\$ 260.00		
PL1	Junior Planner (Unlicensed)	\$ 60.00	\$ 90.00				
PL2	Junior Planner (Unlicensed)	\$ 78.00	\$ 117.00				
PL3	Planner (Unlicensed)	\$ 100.00	\$ 150.00				
PL4	Senior Planner (Licensed)	\$ 140.00	\$ 140.00				
PL5	Senior Planner/Project Mgr (Licensed)	\$ 186.00	\$ 186.00				
PL6	Senior Planner/Project Manager (Licensed)	\$ 210.00	\$ 210.00				
PL7	AVP, VP, Ops Manager	\$ 240.00	\$ 240.00				
PD1	CADD Designer	\$ 78.00	\$ 117.00	\$ 78.00	\$ 117.00	0.00%	0.00%
PD2	CADD Designer	\$ 84.00	\$ 126.00	\$ 82.00	\$ 123.00	2.44%	2.44%
PD3	CADD Designer	\$ 104.00	\$ 156.00	\$ 101.00	\$ 101.00	2.97%	54.46%
PD4	Senior CADD Designer	\$ 120.00	\$ 120.00	\$ 106.00	\$ 106.00	13.21%	13.21%
PD5	Senior CADD Designer	\$ 134.00	\$ 134.00	\$ 135.00	\$ 135.00	-0.74%	-0.74%
RP1	Junior Railroad Technician	\$ 88.00	\$ 88.00	\$ 69.00	\$ 103.50	27.54%	-14.98%
RP2	Railroad Technician	\$ 96.00	\$ 96.00	\$ 80.00	\$ 120.00	20.00%	-20.00%
RP3	Railroad Technician/Specialist	\$ 115.00	\$ 115.00	\$ 104.00	\$ 156.00	10.58%	-26.28%
RP4	Senior Railroad Specialist	\$ 140.00	\$ 140.00	\$ 126.00	\$ 126.00	11.11%	11.11%
RP5	Senior Railroad Specialist, RR Project Manager	\$ 167.00	\$ 167.00	\$ 146.00	\$ 219.00	14.38%	-23.74%
RP6	Senior Railroad Specialist, RR Project Manager	\$ 210.00	\$ 210.00	\$ 224.00	\$ 224.00	-6.25%	-6.25%
RP7	Senior Railroad Specialist, RR Project Manager			\$ 260.00	\$ 260.00		
SP1	Junior RE Specialist/Consultant	\$ 60.00	\$ 90.00	\$ 78.00	\$ 78.00	-23.09%	15.38%
SP2	RE Specialist/Public Involvement/Consultant	\$ 84.00	\$ 126.00	\$ 93.00	\$ 93.00	-9.68%	35.48%
SP3	Planner/ROW Agent/Project Manager	\$ 100.00	\$ 150.00	\$ 102.00	\$ 102.00	-1.96%	47.06%
SP4	Senior RE Specialist/Planner/Senior ROW Agent/Project Mgr	\$ 140.00	\$ 140.00	\$ 116.00	\$ 116.00	20.69%	20.69%
SP5	Senior RE Specialist/Planner/Senior ROW Agent/Project Mgr	\$ 160.00	\$ 160.00	\$ 150.00	\$ 150.00	6.67%	6.67%
SP6	Senior RE Specialist/Planner/Project Manager	\$ 185.00	\$ 185.00	\$ 187.00	\$ 187.00	4.28%	4.28%
SP7	AVP, VP, Ops Manager	\$ 220.00	\$ 220.00	\$ 222.00	\$ 222.00	-0.90%	-0.90%
All classes						13.30%	11.29%

= Commonly used classes

= Above CPI for period 2014-2022

Commonly used classes

15.75%

14.64%

EXHIBIT A

Project: On-Call Professional Services

By: JCKlaudt

Date: 7/15/2014

Client: City of Sedalia, MO

WILSON
& COMPANY

CLASS	TITLE	REGULAR BILL RATE	OVERTIME BILL RATE
A1	Intern Architect, Job Captain (Unlicensed)	\$ 66.00	\$ 66.00
A2	Intern Architect, Job Captain (Unlicensed)	\$ 86.00	\$ 86.00
A3	Intern Architect, Job Captain (Unlicensed)	\$ 116.00	\$ 116.00
A4	Architect (Licensed)	\$ 129.00	\$ 129.00
A5	Architect (Licensed)	\$ 136.00	\$ 136.00
A6	Architect (Licensed)	\$ 142.00	\$ 142.00
AD1	Receptionist/File Clerk	\$ 45.00	\$ 67.50
AD2	Administrative Assistant II/Receptionist	\$ 56.00	\$ 84.00
AD3	Administrative Assistant III/Receptionist	\$ 69.00	\$ 103.50
AD4	Administrative Assistant IV/Executive Assistant IV	\$ 74.00	\$ 111.00
AD5	Senior Administrative Assistant V/Executive Assistant V	\$ 96.00	\$ 144.00
FC1	Junior Construction Observer	\$ 49.00	\$ 73.50
FC2	Construction Observer/Inspector	\$ 58.00	\$ 87.00
FC3	Construction Observer/Inspector	\$ 68.00	\$ 102.00
FC4	Construction Observer/Inspector	\$ 84.00	\$ 126.00
FC5	Senior Construction Observer/Inspector	\$ 101.00	\$ 151.50
FC6	Senior Construction Observer/Inspector	\$ 128.00	\$ 192.00
FS1	Survey Tech I	\$ 39.00	\$ 58.50
FS2	Survey Tech II	\$ 44.00	\$ 66.00
FS3	Survey Tech III	\$ 61.00	\$ 91.50
FS4	Crew Chief, Senior Crew Chief	\$ 83.00	\$ 124.50
FS5	Chief Surveyor (Licensed)	\$ 100.00	\$ 100.00
FS6	Survey Manager (Licensed)	\$ 141.00	\$ 141.00
FS7	Operations Manager (Licensed)	\$ 233.00	\$ 233.00
IA1	Intern I	\$ 34.00	\$ 51.00
IA2	Intern III	\$ 52.00	\$ 78.00
MK1	Marketing Assistant/Graphics Artist I	\$ 60.00	\$ 90.00
MK2	Marketing Coordinator II/Graphic Artist II	\$ 71.00	\$ 106.50
MK3	Marketing Coordinator III/Graphic Artist III	\$ 89.00	\$ 133.50
MK4	Marketing Mgr IV/Graphic Designer IV/Junior Bus Dev	\$ 95.00	\$ 142.50
OD1	CADD Technician (entry level)	\$ 46.00	\$ 69.00
OD2	CADD Technician	\$ 51.00	\$ 76.50
OD3	CADD Technician	\$ 57.00	\$ 85.50
OD4	CADD Technician	\$ 74.00	\$ 111.00
OD5	Senior CADD Technician/CADD Manager	\$ 93.00	\$ 139.50
OP1	Apprentice Stereo Operator	\$ 48.00	\$ 72.00
OP2	Stereo Operator	\$ 53.00	\$ 79.50
OP3	Stereo Operator/GIS Analyst	\$ 58.00	\$ 87.00
OP4	Stereo Operator/GIS Analyst	\$ 93.00	\$ 139.50
OP5	Chief Photogrammetrist	\$ 116.00	\$ 116.00
OP6	Chief Photogrammetrist	\$ 127.00	\$ 127.00
OP7	Chief Photogrammetrist	\$ 218.00	\$ 218.00

EXHIBIT A

P1	Graduate Engineer (Unlicensed)	\$	81.00	\$	81.00
P2	Graduate Engineer (Unlicensed)	\$	97.00	\$	97.00
P3	Staff Detail Designer (Unlicensed)	\$	111.00	\$	111.00
P4	Staff Detail Designer (Licensed)	\$	125.00	\$	125.00
P5	Project Designer (Licensed)	\$	167.00	\$	167.00
P6	Project Designer (Licensed)	\$	189.00	\$	189.00
P7	Department Head, Principal (Licensed)	\$	210.00	\$	210.00
P8	Principal (Licensed)	\$	260.00	\$	260.00
PD1	CADD Designer	\$	78.00	\$	117.00
PD2	CADD Designer	\$	82.00	\$	123.00
PD3	CADD Designer	\$	101.00	\$	101.00
PD4	Senior CADD Designer	\$	106.00	\$	106.00
PD5	Senior CADD Designer	\$	135.00	\$	135.00
RP1	Junior Railroad Technician	\$	69.00	\$	103.50
RP2	Railroad Technician	\$	80.00	\$	120.00
RP3	Railroad Technician/Specialist	\$	104.00	\$	156.00
RP4	Senior Railroad Specialist	\$	126.00	\$	126.00
RP5	Senior Railroad Specialist, RR Project Manager	\$	146.00	\$	219.00
RP6	Senior Railroad Specialist, RR Project Manager	\$	224.00	\$	224.00
RP7	Senior Railroad Specialist, RR Project Manager	\$	260.00	\$	260.00
SP1	Junior RE Specialist/Consultant	\$	78.00	\$	78.00
SP2	RE Specialist/Public Involvement/Consultant	\$	93.00	\$	93.00
SP3	Planner/ROW Agent/Project Manager	\$	102.00	\$	102.00
SP4	Senior RE Specialist/Planner/Senior ROW Agent/Project Mgr	\$	116.00	\$	116.00
SP5	Senior RE Specialist/Planner/Senior ROW Agent/Project Mgr	\$	150.00	\$	150.00
SP6	Senior RE Specialist/Planner/Project Manager	\$	187.00	\$	187.00
SP7	AVP, VP, Ops Manager	\$	222.00	\$	222.00

EXHIBIT B
2022 Hourly Rates

WILSON
& COMPANY

LABOR RATES		REGULAR BILL RATE	OVERTIME BILL RATE
A1	Intern Architect, Job Captain (Unlicenced)	\$ 88.00	\$ 88.00
A2	Intern Architect, Job Captain (Unlicenced)	\$ 96.00	\$ 96.00
A3	Intern Architect, Job Captain (Unlicenced)	\$ 115.00	\$ 115.00
A4	Architect (Licenced)	\$ 140.00	\$ 140.00
A5	Architect (Licenced)	\$ 167.00	\$ 167.00
A6	Architect (Licenced)	\$ 210.00	\$ 210.00
A7	AVP, VP, Ops Manager	\$ 240.00	\$ 240.00
AD1	Receptionist/File Clerk	\$ 42.00	\$ 63.00
AD2	Administrative Assistant II/Receptionist	\$ 54.00	\$ 81.00
AD3	Administrative Assistant III/Receptionist	\$ 66.00	\$ 99.00
AD4	Administrative Assistant IV/Executive Assistant IV	\$ 72.00	\$ 108.00
AD5	Senior Administrative Assistant V/Executive Assistant V	\$ 90.00	\$ 135.00
FC1	Junior Construction Observer	\$ 62.00	\$ 93.00
FC2	Construction Observer/Inspector	\$ 80.00	\$ 120.00
FC3	Construction Observer/Inspector	\$ 96.00	\$ 144.00
FC4	Construction Observer/Inspector	\$ 112.00	\$ 168.00
FC5	Senior Construction Observer/Inspector	\$ 125.00	\$ 125.00
FC6	Senior Construction Observer/Inspector	\$ 140.00	\$ 140.00
FS1	Survey Tech I	\$ 46.00	\$ 69.00
FS2	Survey Tech II	\$ 53.00	\$ 80.00
FS3	Survey Tech III	\$ 64.00	\$ 96.00
FS4	Crew Chief, Senior Crew Chief	\$ 90.00	\$ 135.00
FS5	Chief Surveyor (Licensed)	\$ 122.00	\$ 122.00
FS6	Survey Manager (Licensed)	\$ 180.00	\$ 180.00
FS7	Operations Manager (Licenced)	\$ 210.00	\$ 210.00
IA1	Intern I	\$ 36.00	\$ 54.00
IA2	Intern II	\$ 50.00	\$ 75.00
IA3	Intern III	\$ 60.00	\$ 90.00
OD1	CADD Technician (entry level)	\$ 44.00	\$ 66.00
OD2	CADD Technician	\$ 52.00	\$ 78.00
OD3	CADD Technician	\$ 72.00	\$ 108.00
OD4	CADD Technician	\$ 90.00	\$ 135.00
OD5	Senior CADD Technician/CADD Manager	\$ 110.00	\$ 165.00
OP1	Apprentice Stereo Operator	\$ 48.00	\$ 72.00
OP2	Stereo Operator	\$ 60.00	\$ 90.00
OP3	Stereo Operator/GIS Analyst	\$ 78.00	\$ 117.00
OP4	Stereo Operator/GIS Analyst	\$ 104.00	\$ 156.00
OP5	Chief Photogrammetrist	\$ 118.00	\$ 177.00
OP6	Chief Photogrammetrist	\$ 156.00	\$ 156.00
OP7	Chief Photogrammetrist	\$ 230.00	\$ 230.00

EXHIBIT B
2022 Hourly Rates

WILSON
& COMPANY

LABOR RATES		REGULAR BILL RATE	OVERTIME BILL RATE
P1	Graduate Engineer (Unlicensed)	\$ 92.00	\$ 92.00
P2	Graduate Engineer (Unlicensed)	\$ 99.00	\$ 99.00
P3	Staff Detail Designer (Unlicensed)	\$ 119.00	\$ 119.00
P4	Staff Detail Designer (Licensed)	\$ 144.00	\$ 144.00
P5	Project Designer (Licensed)	\$ 184.00	\$ 184.00
P6	Project Designer (Licensed)	\$ 216.00	\$ 216.00
P7	Department Head, Principal (Licensed)	\$ 260.00	\$ 260.00
PL1	Junior Planner (Unlicensed)	\$ 60.00	\$ 90.00
PL2	Junior Planner (Unlicensed)	\$ 78.00	\$ 117.00
PL3	Planner (Unlicensed)	\$ 100.00	\$ 150.00
PL4	Senior Planner (Licensed)	\$ 140.00	\$ 140.00
PL5	Senior Planner/Project Mgr (Licensed)	\$ 186.00	\$ 186.00
PL6	Senior Planner/Project Manager (Licensed)	\$ 210.00	\$ 210.00
PL7	AVP, VP, Ops Manager	\$ 240.00	\$ 240.00
PD1	CADD Designer	\$ 78.00	\$ 117.00
PD2	CADD Designer	\$ 84.00	\$ 126.00
PD3	CADD Designer	\$ 104.00	\$ 156.00
PD4	Senior CADD Designer	\$ 120.00	\$ 120.00
PD5	Senior CADD Designer	\$ 134.00	\$ 134.00
RP1	Junior Railroad Technician	\$ 88.00	\$ 88.00
RP2	Railroad Technician	\$ 96.00	\$ 96.00
RP3	Railroad Technician/Specialist	\$ 115.00	\$ 115.00
RP4	Senior Railroad Specialist	\$ 140.00	\$ 140.00
RP5	Senior Railroad Specialist, RR Project Manager	\$ 167.00	\$ 167.00
RP6	Senior Railroad Specialist, RR Project Manager	\$ 210.00	\$ 210.00
SP1	Junior RE Specialist/Consultant	\$ 60.00	\$ 90.00
SP2	RE Specialist/Public Involvement/Consultant	\$ 84.00	\$ 126.00
SP3	Planner/ROW Agent/Project Manager	\$ 100.00	\$ 150.00
SP4	Senior RE Specialist/Planner/Senior ROW Agent/Project Mgr	\$ 140.00	\$ 140.00
SP5	Senior RE Specialist/Planner/Senior ROW Agent/Project Mgr	\$ 160.00	\$ 160.00
SP6	Senior RE Specialist/Planner/Project Manager	\$ 195.00	\$ 195.00
SP7	AVP, VP, Ops Manager	\$ 220.00	\$ 220.00

To: Kelvin Shaw
Through: Brenda Ardrey *BA*
Date: May 9, 2022
Subject: On Call Professional Services – Engineering
Wilson & Co., Inc.

Wilson & Company, Engineers and Architects, were originally awarded the contract for City Engineer Consulting Services in August, 2014. Since that time, Wilson & Co. has not raised their hourly rates for engineering and related services. Beginning in 2021 and continuing into 2022, engineering firms have, similar to other industries, experienced difficulty in attracting workers and as a result wages have increased particularly for hiring and/or keeping licensed professionals. This year, Wilson & Co. has submitted an amended hourly rate schedule (see attached Exhibit B 2022 Hourly Rates and Exhibit A 2014 Hourly Rates) for their services and a comparison chart of the two rate charts, Exhibit C.

While some of the rates are higher than the cumulative CPI for Urban Consumers, the rates are consistent with other large engineering firms doing work for the City of Sedalia (i.e., Burns & McDonnell, Barr Engineering and Olsson). Therefore, Public Works is recommending extending the Wilson & Co., Inc. contract June 1, 2022 to May 31, 2023 based upon these rates.

Questions, please let me know.

Thank you.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE PURCHASE OF PROPERTY LOCATED AT
_____ BY WARRANTY DEED BY _____ FROM _____.

WHEREAS, _____ has received a proposal from _____ to sell property located at _____ for the sum and amount of _____ as contained in the commercial property purchase agreement and warranty deed as set forth in Exhibits A and B attached hereto and incorporated by reference; and

WHEREAS, the City Council of the City of Sedalia, Missouri hereby authorizes _____ to move forward with said purchase.

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

Section 1. The Council of the City of Sedalia, Missouri hereby authorizes _____ to accept the terms as contained in the commercial property purchase agreement in substantially the same form and content as proposed in Exhibit A.

Section 2. The Council of the City of Sedalia, Missouri, hereby authorizes _____ to accept a warranty deed from _____ for the conveyance of property in substantially the same form and content as proposed in Exhibit B.

Section 3. The _____ of _____ is authorized to accept said contract, sign said contract and accept said deed and execute any and all closing documents on behalf of _____ and the City Clerk is hereby authorized and directed to file in her office the said contract and deed after recording said deed and ordinance with the Pettis County Recorder of Deeds.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 16th day of May 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 16th day of May, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Arlene Silvey, MPCC City Clerk

BILL NO. _____

ORDINANCE NO. _____

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

WHEREAS, The City of Sedalia, Missouri has received a proposal from _____ to purchase property commonly known as _____ for the sum and amount of _____ as contained in the commercial real estate sale agreement and special warranty deed as set forth in Exhibits A and B attached hereto and incorporated by reference.

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

Section 1. The Council of the City of Sedalia, Missouri approves and accepts the terms as contained in the commercial real estate sale agreement in substantially the same form and content as proposed in Exhibit A.

Section 2. The Council of the City of Sedalia, Missouri, hereby approves the giving of a special warranty deed by the City of Sedalia, Missouri to _____ for the conveyance of property commonly known as _____ in substantially the same form and content as proposed in Exhibit B.

Section 3. The Mayor and City Administrator are authorized to accept said contract, sign said contract and deed and execute any and all closing documents on behalf of the City of Sedalia, Missouri and the City Clerk is hereby authorized and directed to file in her office the said contract and deed after recording said deed and ordinance with the Pettis County Recorder of Deeds.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 16th day of May 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 16th day of May, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk