



City Council Meeting Agenda

Monday, June 20, 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 – June 6, 2022
- II. **UNFINISHED BUSINESS**
 - A. **PUBLIC SAFETY** – Chairman Jack Robinson; Vice Chairman Steve Bloess
 - 1. Brycer Compliance Engine – 3 year agreement – Fire Department – 1st reading of Ordinance only – No cost to the City
Council Discussion led by Chairman Robinson
 - Call for 2nd reading & Final Passage of Ordinance authorizing a three year agreement by and between the City of Sedalia, Missouri, Sedalia Fire Department and Brycer, LLC for use of the Compliance Engine – Mayor Dawson
- III. **REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES** – None
- IV. **ROLL CALL OF STANDING COMMITTEES**
 - A. **FINANCE / ADMINISTRATION** – Chairman Lucas Richardson; Vice Chairman Jack Robinson
 - 1. Presentation – Financial Update (Kelvin Shaw, Presenter)
 - B. **PUBLIC SAFETY** – Chairman Jack Robinson; Vice Chairman Steve Bloess
 - 1. Award Bid – Fire Department – Air and Light Squad Truck(s) – Feld Fire - \$205,525.00 or \$411,050.00
Council Discussion led by Chairman Robinson
 - Call for Ordinance approving and accepting a quote for the purchase of an air and light squad truck– Mayor Dawson
 - OR**
 - Call for Ordinance approving and accepting a quote for the purchase of two air and light squad trucks – Mayor Dawson
 - 2. Civil Emergency Code
Council Discussion led by Chairman Robinson
 - Call for Ordinance amending Section 20-148, powers of the Mayor, of Article IV-Civil Emergencies, of Chapter 20-Emergency Management and Services, of the Code of the City of Sedalia, Missouri – Mayor Dawson

3. Budget Amendment – Fire Academy Equipment - \$4,000.00

Council Discussion led by Chairman Robinson

R Call for Resolution authorizing an increase in budgeted expenditures for the fiscal year 2022-2023 relating to the purchase of additional equipment for the fire academy – Mayor Dawson

O Call for Ordinance amending the budget for the fiscal year 2022-2023 regarding the purchase of additional equipment for the Fire Academy – Mayor Dawson

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

1. Lease Agreement - Sedalia Parks & Recreation and Senior Center

Council Discussion led by Chairman Oldham

O Call for Ordinance authorizing a lease agreement by and between the City of Sedalia, Missouri, Sedalia Parks & Recreation and the Sedalia Senior Center – Mayor Dawson

2. Lease Agreement – Sedalia Airport and Wisper ISP, LLC - \$175.00/month

Council Discussion led by Chairman Oldham

O Call for Ordinance authorizing an elevated structure agreement by and between the City of Sedalia, Missouri, and Wisper ISP, LLC., a Delaware Corporation – Mayor Dawson

3. Airport Fee Addition

Council Discussion led by Chairman Oldham

O Call for Ordinance adding airport services fees to the City’s fee schedule – Mayor Dawson

4. Change Order #1 – Yard Waste Grinding – Hansen’s Tree, Lawn and Landscaping Services, LLC. - \$26,825.00

Council Discussion led by Chairman Oldham

O Call for Ordinance authorizing change order number for yard waste grinding – Mayor Dawson

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

V. OTHER BUSINESS

A. APPOINTMENTS - None

B. LIQUOR LICENSES

New:

* Rebecca Embry dba Korner Lounge, 1604 S Ohio, Special Event, \$15 (Wedding – The Foundry – 324 W 2nd – June 25, 2022 - 5PM-12AM)

Renewals:

* Dakota Keele dba Casey’s General Store #1052, 716 W. 16th, Package Liquor & Sunday Sales, \$450

* Tiffany Hockaday dba Casey’s General Store #1063, 1909 W. Main, Packed Liquor & Sunday Sales, \$450

* Shari Buck Moore dba Casey’s General Store #1601, 3500 W. 16th, Packaged Liquor & Sunday Sales, \$450

* Freedom Esser dba Casey’s General Store #2347, 1601 E. Broadway, Packaged Liquor & Sunday Sales, \$450

* Kristina Moore dba Casey’s General Store #3257, 3050 S. Limit, Packaged Liquor & Sunday Sales, \$450

* Charles Wansing dba Chez When, 121 E. 3rd, Liquor By The Drink, \$450

* Sean Loomis dba Applebee’s, 3320 W. Broadway, Liquor By The Drink & Sunday Sales, \$750

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

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

VIII. 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

IX. ADJOURN MEETING

A. Motion and second to adjourn meeting

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

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

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

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

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

Once you have followed the link above and identified yourself you will be given options for how you want to join in with **audio**.

For **smartphones**: tap on one of the phone numbers and it will dial the phone and the meeting numbers.

For **other devices**: use the feature of call me. The phone audio will be much better than through your computer. This should come up if you have your preferences set up to show it. If it does not, in the upper right hand corner of the GoToMeeting screen you will see an icon that looks like a gear. Click on the gear and then look for "Phone" and if it is not highlighted click on it. One of the options should be to call me. Put the phone number you want to be called on (direct dial) into the box provided and then click the "Call Me" button. Once the system calls you, you will be asked to hit pound.

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

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

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

United States (Toll Free): 1 866 899 4679

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

United States: +1 (669) 224-3318

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

Access Code: 578-973-061

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

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

POSTED ON JUNE 17, 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, June 20, 2022, 6:30 p.m.

Unfinished Business – Public Safety Committee – There is one unfinished business item for consideration through the Public Safety Committee.

1. During your first meeting in May, you heard a presentation regarding the program offered by Brycer known as the Compliance Engine. This program is well established in other communities. Many public safety items, such as fire suppression systems and water back flow preventers, require periodic inspections by qualified firms. Essentially, this program adds a reporting requirement that each of these firms must report the results of the inspection to Brycer. Once reported, Brycer then notifies the City of public safety devices that are out of compliance. There is no cost to the City for these services. However, some of the inspection firms pass along a fee of approximately \$15.00 to the business. We have noticed that since this is common in other communities, some of the inspection firms are already including this in their fees for inspections in Sedalia. As per the direction from Council in May, staff proposed an ordinance and you conducted the first reading only at your last meeting. This provided more opportunity for input from the business community that would be subject to these requirements. At the drafting of this memo, we have received no comments on this program. Staff recommends conducting the second reading and approval of the ordinance at this meeting.

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

1. I will provide a brief update on the major tax revenue collection trends.

Public Safety Committee – There are three items for consideration through the Public Safety Committee.

1. As discussed during the strategic planning and the budget development process, Chief Irwin has developed a plan to deploy squad trucks in addition to our current equipment. This equipment facilitates providing more emergency response services to the citizens, while at the same time reducing operating costs and wear and tear on much more expensive fire apparatuses. The vast majority of the calls for service we receive require much less than the \$750,000 plus pieces of equipment we currently use to respond. Further, when a fire engine goes out on a call it goes with a four-person crew to keep the crew with the engine in the event that a structure fire occurs. We average about 40 fire calls per year where the engine and / or a ladder truck is needed with the all hands on deck personnel to operate on these calls. The squad deployment model, as used successfully in other communities, allows for the normal four-person crew to be spread across two trucks. With two members on the squad vehicle, it is the first to respond to the vast majority of our calls, which are medical and / or vehicle accidents. This allows for more flexibility in responding to multiple calls that overlap

in time frames. Then in the less frequent times where more than the two-person crew is needed, the same number of firefighter / EMT's are sent with even more equipment at their disposal. Through the budget development process, two trucks were proposed with one truck being approved for this year, and the second delayed until next. Staff has gone through the bidding process and Feld Equipment is the lowest and best price. Each of the vendors use truck chassis from Ford, and each of them indicated a long lead-time. With this lead-time, delivery will certainly cross over into next fiscal year. Therefore, staff consulted with the vendor on the proposed second truck configuration and the potential to order both trucks now for delivery next fiscal year. This would in essence get us to the planned implementation by next year, while delaying the funding approved this year to next. The funds would need to be encumbered this year though. In order to bring this decision to you, we have put together two separate ordinances for you to choose from. Staff recommends approval of the second ordinance that encumbers the funds for both trucks this year to allow them to be put on order for delivery next year. While debating the issue of one or two trucks, we considered the growing concerns of an economic slowdown or recession. This concern is real and on the surface would be an argument for delaying the order of at least the second truck; however, as we deliberated more fully, an economic downturn is an argument to get both trucks as soon as possible. The squad deployment model will reduce operating costs such as fuel, tires, and routine maintenance, while also providing more flexibility to react to the current unknowns. Likewise, this being an essential service, it is difficult to foresee economic conditions that would create a situation where we would be cutting back on emergency response services. In addition, even in such a position where we are having to consider reducing services that far, this would be a hard asset that would have value in the market to sell and recover at least most of the investment.

2. Mayor Dawson noticed some conflicts with our current code and state statutes regarding the powers our code grants the Mayor when declaring a civil emergency. We asked our City Attorney to review this code and they advised that this code was in contradiction with state statutes and recent legislation also further limited the Mayor's powers. Legal counsel and staff recommend approval of an ordinance to amend this section of our code to bring it into compliance with state statutes. The changes entail removing the authority of the Mayor to place limits on gun and ammunition trade, which is not allowed under the Revised Statutes of Missouri (RSMO) Section 44.101. Also, relatively new RSMO Section 67.265 set limits on the Mayor's powers without Council approval, therefore the revised code adds these limitations.
3. Fire Chief Irwin and Deputy Chief Shaw have worked with State Fair Community College (SFCC) on a plan to change the collaborative efforts for the firefighter academy and their fire science programs. Staff proposes that if we run our firefighter academy through SFCC then we can expand our reach for attracting students. The greatest impact for attracting more students would be the availability of financial aid programs through the college that we are not able to offer as a non-accredited program. At your last meeting, you approved this arrangement. As mentioned at that time, staff has also developed methods to keep the costs down for students by providing gear that previously had to be rented by a third party. Much of this gear is already on hand, however the helmets, gloves, and hoods are not. Staff recommends a budget amendment to spend out of the fire academy reserves to build an inventory of this equipment that we can loan to our students attending the academy. All of this

equipment will remain City property and be returned at the end, for use by other students for future sessions.

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

1. Staff has worked with the management of the senior center to negotiate a lease of the space to house their operations in the Heckart Community Center. The basic terms of the lease include \$2,000 per month rental for: exclusive use of the office areas and the walk-in refrigerant equipment at all times; from 6:00 am to 2:00 pm on weekdays exclusive use of the kitchen and one community room; and nonexclusive use of a second community room and restrooms during the same weekday hours. The rental also includes all of the utilities, furniture, and equipment in those areas. The park board has approved the lease, and staff recommends approval as well.
2. With the purchase of the airport hangar from Pro-Energy, we took possession of a tower that they rented space for Wisper ISP to mount an antenna on it to provide wireless internet services. Staff has worked with the company to negotiate an agreement to continue to house their equipment on this tower. Staff recommends approval of the agreement, which calls for rentals of \$175 per month for them to maintain their equipment on the City's tower.
3. Council has previously adopted a fee structure to help offset the costs of operating the airport. Airport Director, Derrick Dodson, has reviewed our fee structure in comparison to other similar facilities. One gap we have in our fees is the ability for aircraft to land and take off without purchasing any fuel or other services. Thereby, under our current structure, they are not participating at all in covering the costs to maintain and operate the airport. Staff recommends authorizing the director to establish an airport usage fee that would be waived when purchasing fuel or other services. Much like fuel, we suggest the Director be given the latitude to adjust this pricing and waiver point based on market rates.
4. Council previously approved a contract with Hansen's Tree Lawn and Landscaping Services for grinding of yard waste materials. In past years, we have typically had the contractor come twice during the year to grind these materials into mulch used in the composting operations and sold to the public as a byproduct. The budget adopted again this year included \$60,000 for this service. We have so much material on the ground now that the full budget amount would be used to grind all of the material. By doing it all at one time, we do save the mobilization costs for the second trip and setting up the equipment. Staff recommends approval of a change order to the existing contract to utilize the entire budgeted line item now. Materials generated the rest of the fiscal year will be accumulated and stored at the materials management site. If we have a major storm event, we may need to seek approval of a budget amendment to handle excess materials at that time.

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



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

ROLL CALL:

Table with 4 columns: Name, Status, Name, Status. Rows include Jack Robinson (Present), Thomas Oldham (Present), Chris Marshall (Present), Tina Boggess (Present), Lucas Richardson (Present), Bob Cross (Absent), Rhiannon Foster (Present), Steve Bloess (Present).

SERVICE AWARDS:

Table with 4 columns: Award Description, Name, Position, Department. Rows include 30 Year Gift Card/Certificate (Curtis Campbell, Crew Supervisor, WPC), 20 Year Pin/Certificate (Daniel Bailey, Fire Driver, Fire), 15 Year Pin/Certificate (Daniel Benner, Sergeant, Police), 15 Year Pin/Certificate (William Bracken, Filtration Plant Chief Operator, Water).

Fire Chief Matt Irwin stated that Daniel Bailey started with the Fire Department in 2002 and was promoted to Driver in 2009. Mr. Bailey is also a fire instructor and in 2018 he received an excellent performance note for a life save.

Police Chief Matt Wirt stated that Daniel Benner started with the Police Department in May 2007. He has served in the patrol unit, traffic unit, investigations, entry team and was also named officer of the year in 2011. He was promoted to Corporal in 2019 and Sergeant in 2022. He is known for being a solid performer and has a very strong work ethic.

SPECIAL/RETIREMENT AWARDS: None

MINUTES: The Council Meeting minutes of May 16, 2022 were approved on motion by Marshall, seconded by Robinson. All present in favor, Cross was absent.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: None

ROLL CALL OF STANDING COMMITTEES:

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

Presentation: Personnel Policies Update

Human Resources Director Shannon Ramey-Trull presented proposed changes to the following policies:

Proposed Changes

Drug Testing – Include swab testing as an option for pre-employment, post-accident and random drug testing (excludes CDL drivers); inconclusive tests sent to a 3rd party; reduces cost to less than \$10 (Current pricing \$45/drug screen and \$26/alcohol screen); can do alcohol test after hours at the police department; reduce current 13-page policy to 1 ¼ pages.

Paid Time Off – Merge vacation, sick and holidays into 1 accrual; allows more flexibility; employees required to work on holidays can utilize the time at a different date; cash-out options; lifting or removing maximum accruals; rewards dependable employees; avoids use it or lose it mentality and encourages time off.

Topics for Council discussion included capping maximum accruals, allowing cash-out option, payment upon termination in good standing, hourly employees accruing based on hours worked, requiring minimum number of hours to be used each year and cap payment upon termination in good standing.

Council Consensus:

1. No cap on maximum accruals; provisions can be added stating that employees are required to take a week off every year whether concurrently or intermittently to make sure they are using time instead of hoarding it.
2. Allow cash-out option.
3. Consensus is to pay upon termination regardless of standing. If Council goes toward paying out regardless of standing, pay-out would be at 100% instead of putting on a cap.
4. Allow accruing paid time off by hours worked.
5. Minimum number of hours to be used each year.

Volunteer Code of Conduct – Stand-alone policy; require volunteers to read/sign policy agreeing to standards/expectations.

- State statutes require that every two years Council review and adopt by Ordinance procedures for handling potential conflicts of interest.

BILL NO. 2022-88, ORDINANCE NO. 11582 – AN ORDINANCE READOPTING SECTION 2-833 OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI WHICH ESTABLISHES A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS was read once by title.

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

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

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

- The Ordinance is to update signatory authorities for bank accounts and investments owned by the City. BILL NO. 2022-89, ORDINANCE NO. 11583 – AN ORDINANCE DESIGNATING A CHANGE IN SIGNATORIES AND AUTHORIZED REPRESENTATIVES FOR THE BANK ACCOUNTS AND INVESTMENTS OWNED BY THE CITY OF SEDALIA was read once by title.

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

Final Passage – Motion by Oldham, 2nd by Richardson. All present in favor. Cross was absent.
Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Richardson, Foster and Bloess.
No one voted “No”. Cross was absent.

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

- The memorandum of understanding with State Fair Community College is for offering Fire Academy 1 and 2 through the college. No cost to the City.

BILL NO. 2022-90, ORDINANCE NO. 11584 – AN ORDINANCE AUTHORIZING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI, SEDALIA FIRE DEPARTMENT AND STATE FAIR COMMUNITY COLLEGE FOR THE OFFERING OF FIRE ACADEMY 1 AND 2 THROUGH SAID COLLEGE was read once by title.

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

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

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

- The 3-year agreement between the Fire Department, the City and Brycer is for a Compliance Engine. The Bill was read one time to allow customers time to interact with the Fire Department.

BILL NO. 2022-91 – AN ORDINANCE AUTHORIZING A THREE YEAR AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI, SEDALIA FIRE DEPARTMENT AND BRYCER, LLC FOR USE OF THE COMPLIANCE ENGINE was read once by title.

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

- Staff has recommended to buyout the lease of 2 backhoes and start a new lease for 1 wheel loader through Foley Equipment Company. Cost for Backhoes is \$121,590.00 and wheel loader is \$106,263.35 (5 annual payments of \$21,252.67).

BILL NO. 2022-92, ORDINANCE NO. 11585 – AN ORDINANCE AUTHORIZING THE PURCHASING AND LEASE OF EQUIPMENT FOR THE STREET DIVISION AND WATER POLLUTION CONTROL was read once by title.

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

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

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

- Task Order #6 from Burns & McDonnell is for a scope of services to narrow down the site for a new North Wastewater Treatment Plant. Cost \$62,400.00.

BILL NO. 2022-93, ORDINANCE NO. 11586 – AN ORDINANCE AUTHORIZING TASK ORDER NUMBER SIX FOR SERVICES RELATED TO THE SITING OF A NEW NORTH WASTEWATER TREATMENT PLANT AND REVIEW OF THE EXISTING LIFT STATION was read once by title.

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

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

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

- The placement for trash containers was directed through the Police Department, however, Staff feels it would be more appropriately handled through Public Works.

BILL NO. 2022-94, ORDINANCE NO. 11587 – AN ORDINANCE AMENDING SECTION 48-29 OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI BY RESTRICTING THE USE OF REFUSE CONTAINERS PLACED ON MUNICIPAL ROADWAYS was read once by title.

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

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

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

➤ The quote is for the purchase of 10 electric actuators from Smico Contracting Group, LLC for the Water Filtration Plant. Cost \$88,908.00.

BILL NO. 2022-95, ORDINANCE NO. 11588 – AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FROM SMICO CONTRACTING GROUP, LLC FOR THE PURCHASE OF TEN ELECTRIC ACTUATORS FOR THE WATER FILTRATION PLANT was read once by title.

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

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

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

➤ The quote from Layne Christensen Company is for the rehabilitation of Well #18. Cost \$38,263.00.

BILL NO. 2022-96, ORDINANCE NO. 11589 – AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FROM LAYNE CHRISTENSEN COMPANY FOR THE REHABILITATION OF WATER WELL NUMBER 18 was read once by title.

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

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

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

➤ The annexation and utility services agreement with Bogdan and Alina Ostapenko is for connection of property located at 3480 Brooklyn Avenue to the City’s sanitary sewer and water system.

BILL NO. 2022-97, ORDINANCE NO. 11590 – AN ORDINANCE AUTHORIZING AN ANNEXATION AND UTILITY SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND BOGDAN AND ALINA OSTAPENKO FOR CONNECTION OF PROPERTY LOCATED IN PETTIS COUNTY, MISSOURI TO THE CITY OF SEDALIA’S SANITARY SEWER AND WATER SYSTEM was read once by title.

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

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

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

➤ Task Order #5 from Burns & McDonnell is for geotechnical sampling and engineering services for the Central Wastewater Treatment Plant upgrade.

BILL NO. 2022-98, ORDINANCE NO. 11591 – AN ORDINANCE AUTHORIZING TASK ORDER NUMBER FIVE FOR GEOTECHNICAL SAMPLING AND ENGINEERING SERVICES RELATED TO THE CENTRAL WASTEWATER TREATMENT PLANT UPGRADE was read once by title.

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

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

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

- Central Missouri Electric Cooperative serves residents that live within City limits and a franchise agreement needs to be approved.

BILL NO. 2022-99, ORDINANCE NO. 11592 –AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI GRANTING CENTRAL MISSOURI ELECTRIC COOPERATIVE, INC., ITS SUCCESSORS AND ASSIGNS, A FRANCHISE AND AUTHORIZATION TO CONSTRUCT, OPERATE AND MAINTAIN ALL APPROPRIATE FACILITIES FOR CARRYING OUT ON A LIGHT, HEAT, AND POWER BUSINESS GRANTING THE RIGHT TO USE THE STREETS, ALLEYS AND ALL OTHER PUBLIC PLACES OF THE CITY WITHIN THE PRESENT OR FUTURE SERVICE TERRITORY OF THE COMPANY THEREFORE, AND PRESCRIBING THE TERMS AND CONDITIONS OF SUCH AUTHORIZATION was read once by title.

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

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

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

- The Ordinance is to approve a cooperative agreement with Insituform Technologies USA, LLC for cured-in-place pipe lining of various sanitary sewer lines. Cost \$173,451.93.

BILL NO. 2022-100, ORDINANCE NO. 11593 – AN ORDINANCE APPROVING AND ACCEPTING A COOPERATIVE AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND INSITUFORM TECHNOLOGIES USA, LLC, TO PERFORM CURED-IN-PLACE PIPE LINING OF VARIOUS SANITARY SEWER LINES IN THE CITY OF SEDALIA, MISSOURI was read once by title.

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

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

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

- The agreement with JCI Industries is for high service pump replacement and installation of a variable frequency drive at the Water Filtration Plant. Cost \$95,912.33.

BILL NO. 2022-101, ORDINANCE NO. 11594 – AN ORDINANCE AUTHORIZING AN AGREEMENT WITH JCI INDUSTRIES, LLC FOR THE REPLACEMENT OF HIGH SERVICE PUMP 3 AND INSTALLATION OF A VARIABLE FREQUENCY DRIVE AT THE WATER FILTRATION PLANT was read once by title.

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

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

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

- The agreement with Ryan Construction Company, LLC is for water main replacement on Driftwood Drive and Honeysuckle Road. Cost \$436,412.50.

BILL NO. 2022-102, ORDINANCE NO. 11595 – AN ORDINANCE AUTHORIZING AN AGREEMENT WITH RYAN CONSTRUCTION COMPANY, LLC FOR WATER MAIN REPLACEMENT ON DRIFTWOOD DRIVE AND HONEYSUCKLE ROAD was read once by title.

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

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

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

- The agreement with Ryan Construction Company, LLC is for water main replacement on East 9th Street and South Ingram Avenue. Cost \$298,335.00.

BILL NO. 2022-103, ORDINANCE NO. 11596 – AN ORDINANCE AUTHORIZING AN AGREEMENT WITH RYAN CONSTRUCTION COMPANY, LLC FOR WATER MAIN REPLACEMENT ON EAST NINTH STREET FROM SOUTH INGRAM AVENUE TO SOUTH HANCOCK AVENUE AND THE 3000-4000 BLOCK OF SOUTH INGRAM AVENUE was read once by title.

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

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

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

- The agreement with FTC Equipment, LLC is for replacement of 2 backwash wet well submersible pumps at the Water Filtration Plant. Cost \$72,075.00.

BILL NO. 2022-104, ORDINANCE NO. 11597 – AN ORDINANCE AUTHORIZING AN AGREEMENT WITH FTC EQUIPMENT, LLC FOR REPLACEMENT OF TWO BACKWASH WET WELL SUBMERSIBLE PUMPS AND CONTROLLERS AT THE WATER FILTRATION PLANT was read once by title.

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

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

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

- Stop signs have been added to each parking lot exit at the Heckart Community Center.

BILL NO. 2022-105, ORDINANCE NO. 11598 – AN ORDINANCE ESTABLISHING STOP SIGNS AT THE HECKART COMMUNITY CENTER PARKING LOT EXITS AT THE INTERSECTIONS WITH WEST THIRD STREET AND LIBERTY PARK BOULEVARD was read once by title.

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

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

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

- Change Order #3 from S & A Equipment and Builders is to add curb, gutter, stormwater structure and asphalt base for the Autumn Avenue extension. Cost \$55,437.32.

BILL NO. 2022-106, ORDINANCE NO. 11599 – AN ORDINANCE AUTHORIZING CHANGE ORDER NUMBER THREE WITH S & A EQUIPMENT AND BUILDERS FOR THE ADDITION OF CURB, GUTTER, STORMWATER STRUCTURES AND ROADWAY ASPHALT BASE FOR THE EXTENSION OF AUTUMN AVENUE FROM SPRING STREET TO MAIN STREET was read once by title.

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

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

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

- Change Order #1 from J. Richardson Construction for Storm Drainage Project Area 4A is for an engineering oversight where 24” pipe was purchased for the project instead of 18” pipe. The 24” pipe will be kept for other projects. Cost \$17,292.00.

BILL NO. 2022-107, ORDINANCE NO. 11600 – AN ORDINANCE AUTHORIZING CHANGE ORDER NUMBER ONE WITH J. RICHARDSON CONSTRUCTION FOR A REDUCTION IN DRAINAGE PIPE SIZE TO ALLOW FOR INSTALLATION UNDER AN EXISTING WATER LINE FOR STORM DRAINAGE PROJECT AREA 4A was read once by title.

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

Final Passage – Motion by Oldham, 2nd by Marshall. All present in favor. Cross was absent.
Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Richardson, Foster and Bloess.
No one voted “No”. Cross was absent.

- The Missouri Department of Natural Resources released instructions for grant applications for allocation of federal funds under the American Rescue Plan Act. Staff identified stormwater, wastewater and water projects that qualify for funding.

RESOLUTION NO. 1961 – A RESOLUTION AUTHORIZING THE SEDALIA PUBLIC WORKS DEPARTMENT TO ACT AS AN AGENT FOR THE CITY OF SEDALIA IN THE APPLICATION PROCESS WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, FINANCIAL ASSISTANCE CENTER’S STATE ARPA GRANT PROGRAMS FOR SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE PROVIDED TO THE STATE OF MISSOURI BY THE U.S. DEPARTMENT OF THE TREASURY (“TREASURY”) PURSUANT TO SECTION 602(B) OF THE SOCIAL SECURITY ACT, AS ADDED BY SECTION 9901 OF THE AMERICAN RESCUE PLAN ACT, (PUB. L. NO. 117-2 (MARCH 11, 2021), 135 STAT. 4, 223-26. **(STORMWATER PROJECT)** was read once by title and approved on motion by Oldham, seconded by Richardson. All present in favor. Cross was absent.

RESOLUTION NO. 1962 – A RESOLUTION AUTHORIZING THE SEDALIA PUBLIC WORKS DEPARTMENT TO ACT AS AN AGENT FOR THE CITY OF SEDALIA IN THE APPLICATION PROCESS WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, FINANCIAL ASSISTANCE CENTER’S STATE ARPA GRANT PROGRAMS FOR SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE PROVIDED TO THE STATE OF MISSOURI BY THE U.S. DEPARTMENT OF THE TREASURY (“TREASURY”) PURSUANT TO SECTION 602(B) OF THE SOCIAL SECURITY ACT, AS ADDED BY SECTION 9901 OF THE AMERICAN RESCUE PLAN ACT, (PUB. L. NO. 117-2 (MARCH 11, 2021), 135 STAT. 4, 223-26. **(WASTEWATER PROJECT)** was read once by title and approved on motion by Oldham, seconded by Richardson. All present in favor. Cross was absent.

RESOLUTION NO. 1963 – A RESOLUTION AUTHORIZING THE SEDALIA PUBLIC WORKS DEPARTMENT TO ACT AS AN AGENT FOR THE CITY OF SEDALIA IN THE APPLICATION PROCESS WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, FINANCIAL ASSISTANCE CENTER’S STATE ARPA GRANT PROGRAMS FOR SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE PROVIDED TO THE STATE OF MISSOURI BY THE U.S. DEPARTMENT OF THE TREASURY (“TREASURY”) PURSUANT TO SECTION 602(B) OF THE SOCIAL SECURITY ACT, AS ADDED BY SECTION 9901 OF THE AMERICAN RESCUE PLAN ACT, (PUB. L. NO. 117-2 (MARCH 11, 2021), 135 STAT. 4, 223-26. **(WATER PROJECT)** was read once by title and approved on motion by Oldham, seconded by Marshall. All present in favor. Cross was absent.

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

APPOINTMENTS:

The following appointments/reappointments were read and approved on motion by Oldham, seconded by Marshall. All present in favor. Cross was absent.

Board of Appeals

Reappoint - Chuck Leftwich – 5 Year Term Expiring June 2027

Bothwell Regional Health Center Board of Trustees

Appoint - Arwilda Poole – Completing Joyce Foster’s Term Expiring June 2025

Central Business and Cultural District Board of Directors

Appoint - Eron Harding – Replacing George Esser – 3 Year Term Expiring January 2025

Housing Authority Board of Directors

Appoint - Bonita Nash – Replacing Anna Conroy – 4 Year Term Expiring June 2026

Appoint - John Kehde – Completing Ron Williams Term Expiring June 2023

Planning & Zoning

Reappoint - Connie McLaughlin – 4 Year Term Expiring June 2026

Reappoint - Terry (Teresa) McDermott – 4 Year Term Expiring June 2026

Reappoint - Ann Richardson – 4 Year Term Expiring June 2026

Reappoint - John Kehde – 4 Year Term Expiring June 2026

Police Personnel Board

Appoint - Lloyd Dunn – 5 Year Term Expiring June 2027

Reappoint - Robin Balke – 5 Year Term Expiring June 2027

Reappoint - Nick Coble – 5 Year Term Expiring June 2027

Public Library Board

Appoint - Elisabeth Tessone – Replacing Norman Bell – 3 Year Term Expiring June 30, 2025

Reappoint - Linda Sundy – 3 Year Term – July 1, 2022 to June 30, 2025

Reappoint - Billie Dunn – 3 Year Term – July 1, 2022 to June 30, 2025

Sedalia Historic Preservation Commission

Appoint - Charles Wise – Completing Jack Robinson’s Term Ending July 2023

Sedalia Pettis County Economic Development Board

Appoint -Tom Oldham – Replacing Jeff Leeman

Zoning Board of Adjustments

Appoint - Dr. Paul Bassett – Alternate Member – 5 Year Term Expiring June 2027

BIDS:

- Purchase & Replacement of 10 Air Actuators with Electric Actuators – May 17, 2022
- Rehabilitation of Water Well #18 – May 19, 2022
- Replacement of High Service Pump #3 & Installation of Variable Frequency Drive – May 24, 2022
- Driftwood Drive & Honeysuckle Road Water Main replacement – May 24, 2022
- Ingram Avenue & 9th Street Water Main Replacement – May 24, 2022
- Replacement of 2 Backwash Wet Well Submersible Pumps & Controller – May 26, 2022

LIQUOR LICENSES:

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

New:

*Hallye Newton dba Sedalia Lions Club, P.O. Box 1085, Picnic License (2nd Annual Cornhole Tournament, Nucor Outdoor Pavilion, Missouri State Fairgrounds, June 11, 2022)

*Angela L. Parker dba Missouri Gay Rodeo Association, P.O. Box 45073, Kansas City, MO 64171, Picnic License (Missouri State Fairgrounds, June 10-12, 2022)

Renewals:

- *Honor Villalobos dba Kehde’s BBQ of Sedalia, LLC, 1915 S Limit, Picnic License
- *Steven Swafford dba Grellner Sales & Service, 1510 W Henry, Wholesale Liquor & Beer Sales
- *Lancy Ulrich dba Hampton Inn Sedalia, 3909 W 9th Street, Liquor By The Drink
- *Brent Jones dba Jiffy Stop Food Mart #591, 1722 W Broadway, Packaged Liquor & Sunday Sales
- *Marcial Limas dba State Fair Floral, 520 S Ohio, Liquor By The Drink

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilman Oldham stated that the United Way Day of Action is Saturday June 11, 2022 at 8:00 a.m. at Vermont Park. There will be several projects throughout Pettis County and he will be leading the neighborhood clean up which is a 5 block radius around Vermont Park. If you would like to volunteer it is a great time to clean up the area around the park.

Councilwoman Boggess requested that the ditch draining at the corner of Jackson Street and Hill Avenue be looked into. The individuals that live on the North side at 125 Jackson Street had water come across their property because it couldn’t flow through the ditch.

Councilman Bloess stated it was nice to see the Scott Joplin Festival open again. There was good weather, a good turnout, and John Simmons worked hard on it and did a good job. Mayor Dawson thanked everyone for supporting the event.

Councilwoman Boggess stated Juneteenth will be held June 18th, 2022 at Hubbard Park at 2:30 p.m. with a presentation at 3:00 p.m. There will be bands, games, king and queen contest and a prince and princess contest. If anyone is interested in helping contact Councilwoman Boggess.

GOOD & WELFARE:

Renee Vance, 19813 Tangle Nook Road, asked if there was any news on the Mercy House and Mayor Dawson stated that the Transitional Services Committee met and gathered information and will be presenting a draft Ordinance at their next meeting on July 16, 2022. Mayor Dawson told Ms. Vance that she was welcome to come to the Transitional Services Committee meeting.

The meeting adjourned at 7:50 p.m. on motion by Oldham, seconded by Marshall 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, Foster and Bloess. No one voted “No”. Cross was absent.

The regular meeting reopened at 8:37 p.m. on motion by Oldham, seconded by Bloess. All present in favor. Cross was absent.

ROLL CALL:

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

BUSINESS RELATED TO CLOSED DOOR MEETING:

BILL NO. 2022-108, ORDINANCE NO. 11601 – AN ORDINANCE APPROVING A QUIT CLAIM DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 507 SOUTH ENGINEER AVENUE FROM THE CITY OF SEDALIA, MISSOURI TO ICSTARS, MISSOURI LIMITED LIABILITY COMPANY was read once by title.

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

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

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

- Mayor Dawson recused himself from all matters regarding the sale of property due to a possible perceived conflict of interest. Councilman Marshall recused himself from all matters regarding the sale of property. Mayor Pro Tem Tina Boggess called for the reading of the Ordinance.

BILL NO. 2022-109, ORDINANCE NO. 11602 – AN ORDINANCE APPROVING A SPECIAL WARRANTY DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 406 SOUTH OHIO AVENUE FROM THE CITY OF SEDALIA, MISSOURI TO CHRISTOPHER B. MARSHALL was read once by title.

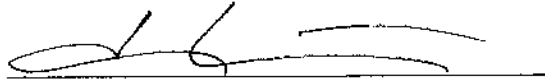
2nd Reading – Motion by Oldham, 2nd by Richardson. All present in favor. Cross was absent.

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

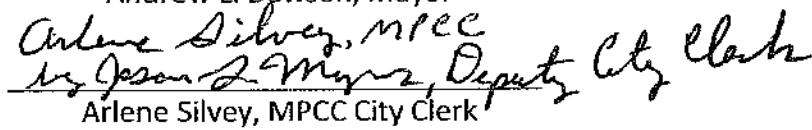

Roll Call Vote: Voting “Yes” were Robinson, Oldham, Boggess, Richardson, Foster and Bloess. Marshall recused himself. No one voted “No”. Cross was absent.

The regular meeting adjourned at 8:45 p.m. on motion by Oldham, seconded by Foster. All present in favor. Cross was absent.

THE CITY OF SEDALIA, MISSOURI



Andrew L. Dawson, Mayor



Arlene Silvey, MPCC City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A THREE YEAR AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI, SEDALIA FIRE DEPARTMENT AND BRYCER, LLC FOR USE OF THE COMPLIANCE ENGINE.

WHEREAS, the City of Sedalia, Missouri and the Sedalia Fire Department have received a proposal to enter into a 3-year agreement with the Brycer, LLC for use of the Brycer Compliance Engine; and

WHEREAS, under the proposal, the Sedalia Fire Department will be able to effectively maintain accurate records of life safety systems and reduce time spent on re-inspections by using the Compliance Engine as more fully described in the proposed agreement attached to this ordinance as Exhibit A and incorporated by reference herein.

NOW THEREFORE, BE IT ORDINANED 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 proposal by and between City of Sedalia, Missouri, Sedalia Fire Department and Brycer, LLC in substantively the same form and content as it has been proposed.

Section 2. The City Administrator is authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri on the proposal 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 proposal after it has been executed by the parties or their duly authorized representatives.

Section 3. Severability Clause. Should any section, sentence or clause of the ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

Section 5. This ordinance shall be in full force and effect from and after its passage and approval.

I certify that copies of this bill were made available to the public in the Office of the City Clerk and copies were provided for public viewing to the Sedalia Public Library and Boonslick Regional Library's Sedalia Branch prior to the meeting at which this bill was first read.

Jason S. Myers, Deputy City Clerk for
Arlene Silvey, MPCC City Clerk

Read once by title by the Council of the City of Sedalia, Missouri this 6th day of June, 2022.

Presiding Officer of the Council

I certify that at least three copies of the Compliance Engine Implementation Plan and the Terms and Conditions were filed with and were made available to the public at the City Clerk's Office for public use, inspection and examination prior to the meeting at which the second reading of this bill occurred.

I also certify that copies of this bill were made available to the public in the City Clerk's Office and copies were provided for public viewing to the Sedalia Public Library and the Boonslick Regional Library's Sedalia Branch prior to the meeting at which this bill was read for the second time by title.

Jason S. Myers, Deputy City Clerk for
Arlene Silvey, MPCC City Clerk

Read for the second time by title and passed by the Council of the City of Sedalia, Missouri, this 20th day of June, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of June, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, Deputy City Clerk for
Arlene Silvey, MPCC City Clerk

BRYCER, LLC
4355 Weaver Parkway
Suite 330
Warrenville, IL 60555

March 28th, 2019

City of Sedalia
200 S Osage Ave
Sedalia, MO 65301

Re: "The Compliance Engine"

Dear City of Sedalia:

We look forward to providing you with "The Compliance Engine" (the "Solution"). This proposal letter provides the basic terms by which Brycer, LLC ("Brycer") will provide you, the City of Sedalia ("Client"), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard "Terms and Conditions" attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term**: Brycer will provide Client with the Solution for three years, commencing _____ (the "Initial Term"). Thereafter, the Term shall automatically renew for successive three year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a "Renewal Term" and together with the Initial Term, the "Term"). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client's data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.
2. **Fees**: Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.
3. **Brycer Responsibilities**: During the Term, Brycer shall be responsible for the following in connection with Client's use of the Solution:
 - ***Availability***. Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
 - ***Service Level***. Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
 - ***Backup***. Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and

integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- **Retention of Information.** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- **Notices.** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- **Call Center** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- **Operating System.** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Internet Explorer 11.0, Edge, Firefox version 37, Chrome 40 or Safari 7.1 (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- **Training.** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- **Information.** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [jurisdiction] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- **Enforcement.** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- **Reports.** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: _____
Its: _____

Acknowledged and Agreed to this
__ day of _____, 20__:

[CLIENT]

By: _____
Its: _____

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. **LIMITATION ON DAMAGES.** BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all

such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. **Indemnity.** Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. To the extent allowed by law, and not waiving sovereign immunity, Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. To the extent allowed by law, and not waiving sovereign immunity, Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. **Breach.** Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
19. **Entire Agreement.** The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. **Amendment.** The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
21. **Expiration.** The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The toll free number is 1-855-279-2371

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

2015 INTERNATIONAL FIRE CODE – VERBIAGE

[A] 107.3 Recordkeeping

A record of periodic inspections, tests, servicing and other operations and maintenance shall be maintained on the premises or other approved location for not less than 3 years, or a different period of time where specified in this code or referenced standards. Records shall be made available for inspection by the fire code official, and a copy of the records shall be provided to the fire code official upon request. The fire code official is authorized to prescribe the form and format of such record keeping. The fire code official is authorized to require that certain required records be filed with the fire code official

^^ BRYCER and The Compliance Engine becomes the “form and format of such record keeping” that you as the Fire Code Official prescribe – No ordinance is needed as the Fire Code gives you the Authority already

THE COMPLIANCE ENGINE IMPLEMENTATION PLAN

POWERED BY **BRYCER**

Sedalia Fire Department

BRYCER LLC

THE COMPLIANCE ENGINE 4355 Weaver Pkwy. St-230. Warrenville, IL 60555

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THE COMPLIANCE ENGINE

The Compliance Engine is a simple, internet-based tool for code officials to track and drive code compliance, reduce false alarm activity, and provide a safer community. It provides a secure cloud environment in which third party contractors that inspect, test, and maintain fire protections systems, submit their reports via Brycer's web portal direct to the Fire Department, facilitating a more efficient review, tracking, and follow-up process with occupants to correct deficiencies and maintain systems. In addition to the web-based technology, our services include a team to administer hard and soft copy notifications and perform follow up calls to help increase testing and maintenance activity in a given jurisdiction. The end result is a comprehensive and accurate aggregation of data around which buildings have what types of systems, when they were last tested, and if there are any open deficiencies that could jeopardize their successful deployment in the event of an incident. With The Compliance Engine, the AHJ (Authority Having Jurisdiction) will be better equipped to do more with less in their mission to drive 100% code compliance with fire and life safety laws

Current Landscape:

- 40% of life safety systems go uninspected or maintained every year
- 32.5% of false alarms are due lack of maintenance and testing
- 29% of fire code official's time is spent administering 3rd Party ITM reports
- 95% of AHJs do not have the resources to enforce their adopted fire code
- Current Process is manual, paper based, reactionary, inefficient and expensive

The Compliance Engine Benefits:

- Drives 100% Compliance with fire & life safety code
- Electronically collects, organizes and tracks fire and life safety test results
- Offers API Services with RMS and software inspection companies
- Maximizes limited resources, saves time and streamlines communication
- Built to ensure a safer environment for firefighters, citizens and guests
- Saves AHJs money while strengthening life safety and offers cost recovery

Revenue Model:

- Free for Fire Department
- Zero charge to the building owners
- Fee paid by 3rd party contractors on per system, per premises, per annum basis
- Delivers Compliance resulting in new business and maintenance revenue for 3rd party contractors
- Endorsed by IKECA, Arizona Fire Alarm Assoc. and Western Fire Chiefs Assoc

Learn more at www.thecomplianceengine.com or 630-413-9511

Collect. Connect. Comply.

Notable National Partners:

Los Angeles, CA
Chicago, IL
Phoenix, AZ
San Diego, CA
San Jose, CA
Austin, TX
Seattle, WA
Oklahoma City, OK
Albuquerque, NM
Kansas City, MO

Colorado Springs, CO
Raleigh, NC
Long Beach, CA
Wichita, KS
Corpus Christi, TX
Greensboro, NC
Laredo, TX
Boise, ID
Tacoma, WA
State of Mississippi

State of Maryland
State of Nevada
Springfield, MO
Naperville, IL
Syracuse, NY
Scottsdale, AZ
Fort Lauderdale, FL
Newport News, VA

IMPLEMENTATION TASK LIST

TCE will do majority of the work to ensure the Sedalia Fire Department goes live and runs efficiently. However, we kindly ask that the following list of tasks is completed by the Sedalia Fire Department, in order to complete the implementation process. Completing these in a timely manner will allow for the simplest and smoothest transition into our system.

<u>Implementation Tasks</u>	<u>Responsible Party</u>	<u>Completed</u>
Send Main Contact Info (Name, Phone, Email, Title)	AHJ	<input type="checkbox"/>
Send Copy of Department Logo	AHJ	<input type="checkbox"/>
Send Copy of Electronic Signature	AHJ	<input type="checkbox"/>
Send List of Top Inspection Companies	TCE	<input type="checkbox"/>
Send Data Extraction of Properties (Address, Name, City, State, Postal, Contact Info, Systems)	TCE & AHJ	<input type="checkbox"/>
Approve Notifications	AHJ	<input type="checkbox"/>
Send AHJ Press Release	TCE	<input type="checkbox"/>
Send ITM Letter	TCE	<input type="checkbox"/>
Call Top ITMs	TCE	<input type="checkbox"/>
Set AHJ Training Prior to Go Live	TCE	<input type="checkbox"/>
Go Live	TCE & AHJ	<input type="checkbox"/>

LIST OF SYSTEMS TCE TRACKS

System Type
Air Sampling System
Automatic Closing Fire Assemblies
Chemical Storage Room
Clean Agent
Commercial Kitchen Exhaust Cleaning
Emergency Power Battery / Unit Lighting
Emergency Power Generator
Emergency Responder Radio Coverage System
Fire Alarm
Fire Escape
Fire Pump
Foam System
Gas Detection Systems
Hood Suppression System
Leak Detection
Paint / Spray Booth Suppression
Pressure Reducing Valves (PRV's)
Private Fire Hydrant
Rental Property Inspection
Rescue Air System
Smoke Management Systems
Special Suppression System
Sprinkler System (Dry & Wet)
Standpipe
Water Monitor
Water Tank

POWERED BY **BR/CER**

Additional tracking for *backflow and conveyance systems* available.

EXAMPLE NOTIFICATION TEMPLATES

Please note that **BOLD** texts are auto populated fields from our system. Any additional information added to these areas will be added into our system and will be used on all templates including those field types.

These templates have been created with common language that most jurisdictions can utilize without much change. Should you see the need to change certain language to fit within your jurisdictions guidelines please add the changes and submit back for final modification into our system.

If you feel satisfied with the way the templates have been created, please let us know and these will be loaded as your default templates in our system for notifications. If at any time, you foresee the need for changes within the templates, please contact our office. We will happily work with you to get the changes completed and reset all notifications so they reflect the needed adjustments.

YOUR DEPARTMENT NAME
231 S BEMINSTON AVE STE 850
PMB 47649
SAINT LOUIS, MO
63105- 1920



System Type - Contractor of Record:

SYSTEM TESTING COMPANY
(555) 555-5555
THEIREMAIL@COMPANY.COM

MONTH DAY, YEAR

BUILDING IN YOUR CITY
1234 MAIN RD
YOUR CITY, IL 60540

Re: SYSTEM TYPE INSPECTION RENEWAL - 1234 MAIN RD, YOUR CITY, STATE ZIPCODE

Dear Building Occupant/Owner:

In accordance with the (YOUR CODE), our records indicate the **SYSTEM TYPE** is coming due for inspection by a licensed company and must be tested within the month of your renewal date which is **01/21/20**.

It is the responsibility and requirement of the inspection company testing your system to submit all test reports to us via the web at www.thecomplianceengine.com.

If you have questions regarding this notification, please contact our Compliance Program Partner BRYCER LLC at 630-413-9511 or via email at support@mybrycer.com

Sincerely Yours in Life & Fire Safety,

Digital Signature

YOUR NAME
YOUR TITLE
YOUR DEPARTMENT NAME



IRN 1652955 NID 3207859

YOUR DEPARTMENT NAME
231 S BEMINSTON AVE STE 850
PMB 47649
SAINT LOUIS, MO
63105- 1920



System Type - Contractor of Record:

SYSTEM TESTING COMPANY
(555) 555-5555
THEIREMAIL@COMPANY.COM

MONTH DAY, YEAR

BUILDING IN YOUR CITY
1234 MAIN RD
YOUR CITY, IL 60540

Re: SYSTEM TYPE INSPECTION OVERDUE - 1234 MAIN RD, YOUR CITY, STATE ZIPCODE

Dear Building Occupant/Owner:

Our records indicate the **SYSTEM TYPE** is now overdue and was to be tested within the month of your renewal date which was **01/21/20**. In order to avoid penalties, as provided by law for such violations, you must take immediate action.

Actions Required:

1. Have your **SYSTEM TYPE** inspected, tested and maintained by a licensed company and,
2. Upon completion, have your inspection company submit the test results to us at www.thecomplianceengine.com.
3. If this inspection has been completed you must notify your testing company that a copy of this report must be submitted to us at www.thecomplianceengine.com. **It is the contractor's responsibility to submit the documentation.**

If you have questions regarding this notification, please contact our Compliance Program Partner BRYCER LLC at 630-413-9511 or via email at support@mybrycer.com

Sincerely Yours in Life Fire Safety,

Digital Signature

YOUR NAME
YOUR TITLE
YOUR DEPARTMENT NAME



YOUR DEPARTMENT NAME
231 S BEMINSTON AVE STE 850
PMB 47649
SAINT LOUIS, MO
63105- 1920



System Type - Contractor of Record:

SYSTEM TESTING COMPANY
(555) 555-5555
THEIREMAIL@COMPANY.COM

MONTH DAY, YEAR

BUILDING IN YOUR CITY
1234 MAIN RD
YOUR CITY, IL 60540

Re: SYSTEM TYPE INSPECTION DEFICIENCIES FOUND - 1234 MAIN RD, YOUR CITY, STATE ZIPCODE

Dear Building Occupant/Owner:

A recent inspection of your **SYSTEM TYPE** at premise address on date of inspection by ITM COMPANY revealed the violations listed below.

This notice is an ORDER TO COMPLY. Your failure to comply with this notice before re-inspection (30 days from date of letter) may make you liable for the penalties provided for by law for such violation(s).

DEFICIENCIES

Deficiency Found:

Deficiency Found:

It is the responsibility and requirement of the inspection company to submit all corrections to us via the web at www.thecomplianceengine.com.

If you have questions regarding this notification, please contact our Compliance Program Partner BRYCER LLC at 630-413-9511 or via email at support@mybrycer.com

Sincerely Yours in Life & Fire Safety,

Digital Signature

YOUR NAME
YOUR TITLE
YOUR DEPARTMENT NAME



IRN 1652955 NID 3207859

AHJ Sample Requirement Letter to Fire Protection Contractors



Dear Service Provider,

The AHJ Name has instituted a new process for service providers who inspect and test fire protection systems. Effective **Go Live Date** all compliant & non-compliant fire protection systems test reports are required to be sent to the AHJ Name electronically by your respective organization via The Compliance Engine's online system at www.thecomplianceengine.com.

The AHJ Name is dedicated to delivering 100% compliance with our adopted Fire Code. This web-based service will aggregate, track and streamline the collection of compliance data of our jurisdiction's systems. Property owners will receive timely proactive notifications of their testing requirements, and the AHJ Name will gain the ability to better mitigate the risk in our community by improving public safety to our citizens.

All service providers who inspect or test fire protection systems within the AHJ Name's jurisdiction are required to register and submit all test, inspection and service reports via The Compliance Engine. All reports must be submitted in accordance with the testing schedule and requirements outlined in our adopted fire code.

Benefits to you:

- Increases market opportunity and demand for your fire protection services
- Ensures all reports arrive, affording you the ability to track our department's follow up
- Enhances maintenance revenue and timeliness of deficiency corrections
- Improves customer retention with renewal notifications identifying you as company of record
- Minimizes non licensed contractors from working in your market

This proven process requires the service provider pay a nominal filing fee at the time of submittal. There is no fee to register your company with The Compliance Engine. Once registered, pricing is viewable under AHJ Name icon in The Compliance Engine. If you are a licensed fire protection system contractor and are not currently registered with Brycer, please do so at www.thecomplianceengine.com.

We look forward to partnering with you to better protect and serve our community. We are confident this will benefit us ALL.

Sincerely,

Digital Signature

P.
E.

TCE OVERVIEW

Keys to Getting Started:

- Register at www.thecomplianceengine.com
- Sign up for training
- Complete account set up by entering all inspectors, inspector licenses, and company licenses
- Add Users and company logo for brand awareness
- Add TCE link to your webpage

Key Processes to Know: Check the TCE HELP Portal for Direction Visuals

- Select correct template for each report submitted: Fire Alarm, Sprinkler, Kitchen Hood, etc.
- Enter all test reports and type out deficiencies
- Attach pdf version of inspection report when using short form (fire protection systems only)
- Ensure all reports entered are submitted for payment
- Update deficiency tracking to inform AHJ that violations have been corrected
- Check notifications icon to track sent out by AHJ
- Open inspection reports are saved reports not yet submitted to AHJ, if not submitting these to AHJ delete
- Submit a new-premises when necessary (if you cannot locate the premises in the existing database)
- View your transaction list to confirm correct payment
- Create new users when necessary
- Update credit card information

Systems Tracked:

(customize per AHJ)

- Automatic Fire Sprinkler
- Automatic Closing Fire Assemblies
- 5yr Obstruction Sprinkler
- Fire Alarm System
- Commercial Kitchen Hood Suppression
- Commercial Kitchen Hood Cleaning
- Standpipe
- Active Smoke Control
- Private Hydrant System
- Fire Pump
- Spray Booth
- Emergency Generator
- Emergency Radio Responder Coverage System
- Special Suppression

PRICING MODEL



AHJ NAME (ST) PRICING MODEL

System Type	Price
Active Smoke Control System	\$15.00
Automatic Fire Sprinkler System	\$15.00
5- Year Sprinkler	\$15.00
Commercial Kitchen Exhaust System (Cleaning)	\$15.00
Commercial Kitchen Hood Suppression System	\$15.00
Emergency Generator	\$15.00
Emergency Radio Responder Coverage System	\$15.00
Fire Alarm System	\$15.00
Fire Doors	\$15.00
Fire Escape	\$15.00
Fire Pump	\$15.00
Private Hydrant System	\$15.00
Special Suppression System	\$15.00
Spray Booth	\$15.00
Standpipe	\$15.00

Revised January 5, 2021

REPORTS SUBMITTED AFTER 30 DAYS FROM THE INSPECTION DATE WILL INCUR A \$5.00 LATE FEE

REPORTS SUBMITTED AFTER 120 DAYS FROM THE INSPECTION DATE WILL INCUR A \$15.00 LATE FEE

PLEASE ADD TCE TO YOUR AHJ WEBSITE:

You may add TCE to your webpage in whichever format works best for your AHJ. Example verbiage provided below:

Fire Protection System Inspection, Testing & Maintenance

All fire protection systems in {jurisdiction} are required by the fire code to be inspected tested and maintained on regular intervals. Please see fire code for schedule (add hyperlink). The purpose of these inspections is to ensure the system will operate properly in the event of an incident, ensuring a safe environment by minimizing the risk of life and property loss.

The {jurisdiction} has contracted with BRYCER, LLC to help manage the fire protections systems inspection, testing and maintenance program. All contractors who perform inspection, testing and maintenance services of fire protection systems are required to electronically submit all compliant and non-compliant reports to the department via www.thecomplianceengine.com

Fire Protections Systems electronically tracked by {AHJ} include: (this is specific to the AHJ)

- Automatic Fire Sprinkler Systems
- Fire Alarm
- Commercial kitchen hood suppression systems
- Standpipes
- Active smoke control systems
- Fire pumps
- Spray booth
- Emergency generators
- Special Suppression/clean-agent systems

Contractors are required to submit test results to {AHJ} on behalf of their customers. Register with The Compliance Engine [here](#).

Contact BRYCER, LLC for any training/support related questions at 1-630-413-9511 or email support@mybrycer.com

EXAMPLES:

Oklahoma City, OK

Starting October 1, 2020, ALL reports must be submitted via TCE ONLY.

Please be sure your ITM service provider and/or maintenance department is aware of this upcoming change.

The Compliance Engine (TCE) will charge a \$15.00 processing fee for each system directly to the ITM Service providers. ITM Service providers may or may not include this fee on your invoice.

Contractors that need to register or may want additional training, you can do so by going to www.thecomplianceengine.com and clicking on the link labeled "REGISTER" or "TRAINING" in the upper right hand corner. If you have any questions or concerns, please call 630-413-9511.

Los Angeles, CA

What is the process?

If a Chief's Regulation No. 4 test is required, please contact a certified tester to schedule and perform your test.

- The certified tester must submit the test reports on Fire Department approved forms, electronically through the compliance engine at <http://www.thecomplianceengine.com> within 7 days.
- Repair and Reread if defects are found in equipment that is being tested, correction on such defects shall commence forthwith and shall be completed as soon as possible, but in every case within 30 days of the initial test. At the completion of such repair, the system or device shall be retested as necessary to determine that it is fully operable.
- For information on The Compliance Engine (TCE) Please Review
 - Register for TCE
 - Login to TCE
 - FAQs

Seattle, WA



Fire Protection System Testing

System test reports for many systems are mandatory and must be submitted electronically to the Seattle Fire Department via our online vendor at www.thecomplianceengine.com.

There is a \$30 filing fee associated with the submission of each report, per system, per year, except for hood systems which are per every six-month service. Your service provider (the company you hire to do the testing and maintenance on your building's fire protection systems) is responsible for collecting these fees from their clients, administering the reporting requirements, and then submitting payments, along with test reports.

Reports must be submitted within one week of the inspection or maintenance completion. Systems with impairments or red-tagged systems must also be reported immediately using the current mandatory impaired systems reporting process. Since January 2019, there has been a late fee of \$10 per report. Due to the continued high number of late report submissions, the City has now introduced a citation for reports that are submitted outside of allowed timelines.

If you need a service provider:

- Fire safety companies with SFD certified technicians

Sedalia Fire Department
DEPARTMENTAL MEMORANDUM
Office of the Fire Chief

To : City Administrator Kelvin Shaw

From : Fire Chief Matthew Irwin

Date : May 4, 2022

Ref : Brycer Compliance engine

The Sedalia Fire Department, In an effort to effectively maintain accurate records of life safety systems in businesses within the city and in an effort to reduce unnecessary time spent on re-inspections of businesses with non-passing life safety systems I am recommending the city authorize Brycer compliance engine to maintain records of these life safety devices.

There is no cost to the city for this service.

This would be a 3 year agreement with Brycer for this service.

Staff recommends authorization of the Brycer Compliance engine.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR THE PURCHASE OF AN AIR AND LIGHT SQUAD TRUCK.

WHEREAS, The City of Sedalia, Missouri, has received a quote from Ed M. Feld Equipment Co. Inc. dba Feld Fire for the purchase of an air and light squad truck for the Sedalia Fire Department; and

WHEREAS, under the terms of the quote, the City of Sedalia shall pay the sum and amount of Two Hundred Five Thousand Five Hundred Twenty Five Dollars (\$205,525.00) to Feld Fire Apparatus for said truck as more fully described in the quote 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 quote from Ed M. Feld Equipment Co. Inc. dba Feld Fire in substantively the same form and content as the quote has been proposed.

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

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

Section 4. This ordinance shall 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 20th day of June, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of June, 2022.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers, Deputy City Clerk for
Arlene Silvey, MPCC City Clerk



Proposal for a Feld Air & Light Truck

May 31st, 2022

This proposal has been prepared for:

Sedalia Fire Department

We hereby propose to furnish to you, subject to proper execution of a signed contract by you and an officer of Ed M Feld Equipment Co Inc, dba Feld Fire, the following truck and equipment to be built in accordance with the attached specifications.

- Upon completion of contract, (1) one Feld Air and Light Truck as described in this bid package for **Two Hundred Five Thousand Five-Hundred Twenty-Five Dollars and zero cents. (\$205,525.00)**
- Delivery shall be 120 days after receipt of Ford chassis,
- Price Proposal is valid until July 3rd, 2022.

We appreciate the opportunity to bid on your new Squad and look forward to serving your department.

Sincerely,

Spencer Stephens

Apparatus Sales Specialist

Spencers@feldfire.com

(816) 810-2811

A division of **ED M. FELD EQUIPMENT CO., INC.**

113 North Griffith Road · Carroll, Iowa 51401 · T 800 568 2403 · F 712 792 6658 · www.feldfire.com
1330 NW Jefferson St., Grain Valley, MO 64029 T 816-443-2738 F 816-443-2864
10403 Baur Blvd St E., Olivette, MO 63132

TABULATION OF BIDS
Fire Department Light/Air Mini Rescue Truck
June 2, 2022 2:00 p.m.
Council Chambers

	Field Fire Attn: Spencer Stephens 1330 NW Jefferson St. Grain Valley, MO 64029	Danko Emergency Equipment Attn: David Knobbe 302 E. 4th Street - P.O. Box 218 Snyder, NE 68664-0218	MACQUEEN Emergency Attn: Mike Bergmann 18449 Historic Route 66 Eureka, MO 63069	Wels Fire & Safety Equipment Attn: Mike Wels 111 E. Pacific - P.O. Box 3467 Sallina, KS 67402-3467
	Sale Price	Sale Price	Sale Price	Sale Price
Field Air & Light Truck Delivery	\$205,525.00			
Skateer Ford Rescue Delivery	120 days		\$259,500.00	
Danko Rescue Vehicle Ford F-550 Crew Cab Chassis Delivery		\$178,900.00 \$57,670.00		
2023 Wels Fire Light & Air Mini Rescue Squad on 2023 Ford F-550 Delivery		395-455 Calendar days		16-18 Months \$261,776.00
TOTAL	\$205,525.00	\$236,570.00	\$259,500.00	\$261,776.00
Notes:	Price proposal valid until 7/3/2022	Price valid for 30 days	Net due prior to vehicle release, Price valid for 30 days	Deduct \$1,973.00 if chassis paid for upon arrival; Price valid for 30 days

Sedalia Fire Department
DEPARTMENTAL MEMORANDUM
Office of the Fire Chief

To : City Administrator Kelvin Shaw

From : Fire Chief Matthew Irwin

Date : June 09, 2022

Ref : Light/Air Squad

The Sedalia Fire Department sent out request for proposals to multiple companies for the purchase of a light/Air Squad truck. Those proposals closed on 6/02/2022. We had 4 (four) proposals submitted. After review of the proposals, the low bidder was Feld Fire apparatus. The low bid was for \$205,525.

I am recommending purchase of the Light/Air truck from Feld Fire Apparatus out of Grain Valley Missouri for \$205,525.00. The winning bid meets all requirements for this proposal.

The cost of this project is within the budgeted amount set aside for purchase of this equipment.

Staff recommends purchase of the Light/Air Squad from Feld Fire apparatus.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR THE PURCHASE OF TWO AIR AND LIGHT SQUAD TRUCKS.

WHEREAS, The City of Sedalia, Missouri, has received a quote from Ed M. Feld Equipment Co. Inc. dba Feld Fire for the purchase of two air and light squad trucks for the Sedalia Fire Department; and

WHEREAS, under the terms of the quote, the City of Sedalia shall pay the sum and amount of Four Hundred Eleven Thousand Fifty Dollars (\$411,050.00) to Feld Fire Apparatus for said trucks as more fully described in the quote 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 quote from Ed M. Feld Equipment Co. Inc. dba Feld Fire in substantively the same form and content as the quote has been proposed.

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

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

Section 4. This ordinance shall 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 20th day of June, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of June, 2022.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers, Deputy City Clerk for
Arlene Silvey, MPCC City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 20-148, POWERS OF THE MAYOR, OF ARTICLE IV. – CIVIL EMERGENCIES, OF CHAPTER 20 – EMERGENCY MANAGEMENT AND SERVICES, OF THE CODE OF THE CITY OF SEDALIA, MISSOURI.

WHEREAS, the Code of Ordinances of the City of Sedalia, Missouri (“City”) provides for certain powers of the Mayor during declarations of civil emergencies; and

WHEREAS, it has come to the City Council’s attention that some of these additional powers conflict with or are limited by Missouri law; and

WHEREAS, the City Council finds it to be in the best interest of the City to amend its Code of Ordinances regarding Mayoral emergency powers to comply with Missouri law.

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

Section 1. That Section 20-148, Powers of the Mayor, of Article IV. – Civil Emergencies, of Chapter 20 – Emergency Management and Services, of the Code of Ordinances of the City of Sedalia is hereby amended and shall hereafter read as follows:

“Sec. 20-148. Powers of mayor.

After the proclamation of a civil emergency, the mayor shall, in addition to all other powers granted to him by the laws of the state and the ordinances of the city, be empowered in the interest of the public safety and welfare and to preserve the peace and order of the city, to exercise any or all of the powers hereinafter granted, as follows:

- (1) To order all police officers, auxiliary police officers, firefighters and any other city employee to report for immediate duty as he may direct;
- (2) Subject to the restrictions and limitations set forth in Section 67.265, RSMo, to order the closing of any and all business establishments throughout the city or any portion thereof during the period for which the civil emergency exists or during the hours of curfew;
- (3) Subject to the restrictions and limitations set forth in Section 67.265, RSMo, to order the closing of all retail and wholesale liquor stores, taverns and other places dispensing, serving or permitting the consumption of intoxicating liquors or nonintoxicating beer;
- (4) Subject to the restrictions and limitations set forth in Section 67.265, RSMo, to order the discontinuance of the sale, distribution or giving away of intoxicating liquor or nonintoxicating beer;
- (5) Subject to the restrictions and limitations set forth in Section 67.265, RSMo, to order the closing of all private clubs or portions thereof wherein the consumption of intoxicating liquor or nonintoxicating beer is permitted;
- (6) Subject to the restrictions and limitations set forth in Section 67.265, RSMo, to order the discontinuance of the selling, distributing or giving away of gasoline or other flammable liquids

or combustible products in any container other than a gasoline tank properly affixed to a motor vehicle;

- (7) Subject to the restrictions and limitations set forth in Section 67.265, RSMo, to order the closing of gasoline stations and other establishments engaged in the selling, distributing or dispensing of gasoline or other flammable liquids or combustible products;
- (8) Subject to the restrictions and limitations set forth in Section 67.265, RSMo, to order any public place or building, public street or alley, sidewalk, parking area and any other place closed to motor vehicles, persons and pedestrian traffic;
- (9) To order the doing of or refraining from all acts necessary and incidental to the protection of life and property.”

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

Section 3. This ordinance shall have no effect on any actions pending as of the date of the passage of this ordinance.

Section 4. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

Section 5. That the City Clerk is authorized by this ordinance to correct any scrivener’s errors identified within this Ordinance.

Section 6. That all other parts and provisions of the City Code not in conflict herewith shall remain in full force and effect unless previously or subsequently amended or repealed.

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 20th day of June, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of June, 2022.

Andrew L. Dawson Mayor

ATTEST:

Jason S. Myers, Deputy City Clerk for
Arlene Silvey, MPCC City Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN INCREASE IN BUDGETED EXPENDITURES FOR THE FISCAL YEAR 2022-2023 RELATING TO THE PURCHASE OF ADDITIONAL EQUIPMENT FOR THE FIRE ACADEMY.

WHEREAS, the fire department has requested to purchase additional equipment for use in the fire academy which exceeds the amount previously budgeted for such expenses; and

WHEREAS, a budget amendment is necessary for the proper administration, documentation, and increased expense referenced above.

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 hereby authorizes the increase in expenditures for the purchase of the following equipment: twelve (12) NFAP approved helmets, twelve (12) sets NFPA gloves, and twelve (12) NFPA approved NOMEX hoods, for a sum not to exceed Four Thousand Dollars (\$4,000.00).

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 20th day of June 2022.

Presiding Officer of the Council

ATTEST:

Jason S. Myers, Deputy City Clerk for
Arlene Silvey, MPCC City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023 REGARDING THE PURCHASE OF ADDITIONAL EQUIPMENT FOR THE FIRE ACADEMY.

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 amount previously budgeted for equipment for the fire academy to allow the purchase of: twelve (12) NFAP approved helmets, twelve (12) sets NFPA gloves, and twelve (12) NFPA approved NOMEX hoods, for a sum not to exceed Four Thousand Dollars (\$4,000.00), as said purchase appears 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 20th day of June 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of June 2022.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, Deputy City Clerk for
Arlene Silvey, MPCC City Clerk

Exhibit A
 City of Sedalia
 FY23 Budget Amendment 6/20/2022 - Purchase of Equipment for the Fire Academy

Account / Description	Current Budget	Change	Amended Budget	Comments
Expenditures / Uses of Funds				
25-12-221-00 Small Tools and Equipment	8,500.00	4,000.00	12,500.00	To purchase 12 NFAP approved helmets, 12 sets NFPA gloves, and 12 NFPA approved NOMEX hoods for the fire academy
Total Expenditures / Uses of Funds		<u>4,000.00</u>		
		<u>{4,000.00}</u>		Net Decrease In Projected Fund Balance

Sedalia Fire Department
DEPARTMENTAL MEMORANDUM
Office of the Fire Chief

To : City Administrator Kelvin Shaw

From : Fire Chief Matthew Irwin

Date : June 10, 2022

Ref : Budget Amendment Fire Academy equipment

With the agreement in place with SFCC and in an effort to assist students with equipment they will need for the course, I would like to request a budget amendment to the fire academy equipment budget.

The academy currently has funds available in reserves of approximately \$12,000.00.

I am requesting that \$4000.00 of these reserve funds be allocated into the equipment line for purchase of the following:

12- NFAP approved helmets
12 sets of NFPA gloves
12 NFPA approved NOMEX hoods

The total cost for these items is \$3882.00. In the event we have more than 12 students attend the class where additional equipment would be needed, we will request another amendment at that time. These funds would not be spent if we do not have more than 12 students.

This equipment would be returned to the fire department academy at the end of the course to be used again in future classes.

This amendment would not require any additional funds for the academy

I am recommending the amendment to the budget for the fire academy.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI, SEDALIA PARKS & RECREATION AND THE SEDALIA SENIOR CENTER.

WHEREAS, the City of Sedalia, Missouri, Sedalia Parks & Recreation Department has received a proposal to enter into a lease agreement with District III Area Agency on Aging dba Care Connection for Aging Services/Sedalia Senior Center of Warrensburg, Johnson County, Missouri a Missouri Not-For-Profit Corporation; and

WHEREAS, under the agreement, District III Area Agency on Aging dba Care Connection for Aging Services/Sedalia Senior Center of Warrensburg, Johnson County, Missouri a Missouri Not-For-Profit Corporation shall pay the sum and amount of Two Thousand Dollars (\$2,000.00) per month to lease certain space and equipment in the Heckart Community Center for a term of 3 years as more fully described in the proposed agreement attached to this ordinance as Exhibit A and incorporated by reference as though the agreement was 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 authorizes the lease agreement by and between the City of Sedalia, Missouri, Sedalia Parks & Recreation and District III Area Agency on Aging dba Care Connection for Aging Services/Sedalia Senior Center of Warrensburg, Johnson County, Missouri a Missouri Not-For-Profit Corporation as the agreement has been proposed and attached hereto.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 20th day of June, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of June, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, Deputy City Clerk for
Arlene Silvey, MPCC City Clerk



Senior Center Lease Agreement



This lease agreement is made and entered into as of March 1, 2022 by and between the City of Sedalia Missouri a Municipal Corporation d/b/a Sedalia Parks & Recreation Department (hereinafter referred to as "Lessor") and District III Area Agency on Aging dba Care Connection for Aging Services/Sedalia Senior Center of Warrensburg, Johnson County, Missouri a Missouri Not-For-Profit Corporation (hereinafter referred to as "Lessee").

- 1. PROPERTY LEASED.** The Lessor shall lease to the Lessee and the lessee shall lease from the Lessor certain space and equipment in a building known as the "Heckart Community Center" located at 1800 West 3rd Street, Sedalia, Pettis County, Missouri as further described in Attachment A, Leased Property attached hereto and incorporated herein.
- 2. TERM.** The term of this lease shall begin on March 1, 2022, the Effective Date, and unless terminated or extended shall end on the third anniversary of such Effective Date. PROVIDED HOWEVER, that the amount of money paid by Lessee for Rents and Utilities shall be reviewed on an annual basis upon sixty (60) days' notice prior to the anniversary date of the lease agreement. The lease term may only be extended by mutual agreement of the parties in writing. The Lessee accepts the premises in its present condition. Possession shall pass to the Lessee on the later of the Effective Date, the date of the last signature on the lease agreement, or payment of the initial Rents.
- 3. RENT AND UTILITIES.** Lessee agrees to pay as rents and utility costs for the use of the Leased Property two thousand dollars (\$ 2,000.00) per month. Said payment is due on the first business day of each month during the term of this agreement. A late fee of twenty-five dollars (\$25.00) per day shall be charged past the fifth business day of the month. These Rents and Utilities amounts may be reviewed on an annual basis upon sixty (60) days' notice prior to each anniversary date of the Effective Date of the Lease Agreement.
- 4. NON-APPROPRIATION.** Lessor acknowledges that payments made by Lessee under terms of this lease are contingent upon funds appropriated to and received by the Lessee from the U.S. Department of Health and Human Services and the General Assembly of the State of Missouri for each fiscal year included within the lease period. Therefore, this lease may be suspended or terminated without penalty or termination costs if such funds are not received by Lessee. Lessee shall provide notice as soon as practical of such suspension or termination of payments based on non-appropriation and shall vacate the premises by the end of the last month for which rents are paid.
- 5. USE OF LEASED PROPERTY.** Lessee represents to Lessor that the primary intended use for the property will be for a senior citizen's center. No other unrelated use may be made of the premises without first obtaining the prior written consent of the Lessor and such consent shall not be unreasonably withheld. Lessee covenants and agrees to not permit or allow a public or private nuisance to occur or remain on the premises. The Lessee shall not commit or permit the commission by others of any waste on the premises, nor shall the Lessee use or permit the use of the premises for any unlawful purpose. The Lessee shall not commit or permit the commission of any hazardous acts on the premises or use or permit the use of the premises in any manner that would increase the existing rates or cause a cancellation of any fire, liability or extended coverage insurance policy insuring the lease premises.
- 6. MECHANIC OR MATERIALMEN'S LIEN.** The Lessee shall not make or permit any other person to make any improvements on the premises without the prior written consent of the Lessor, and the Lessee shall keep

the premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted thereon at the instance or request of Lessee.

7. **ALTERATIONS AND ADDITIONS.** Provided there is no continuing event of default, Lessee may make additions or improvements to, or alterations of the leased premises with the prior expressed written consent of the Lessor and such consent shall not be unreasonably withheld. All such additions, improvements or alterations must not substantially lessen the fair market value of the leased premises or interfere with other uses and shall be completed expeditiously and in good and workmanlike manner. All such additions, improvements or alterations shall become part of the leased premises and subject to this lease and may not be removed by Lessee without the express written consent of the Lessor.

Reversionary Interest. The federal government maintains certain reversionary interests as set forth in Section 312 of the Older Americans Act of 1965, as amended, 42 U.S.C. 3030B, which have arisen as a result of Lessors receipt and use of Department of Health and Human Services grant funds in connection with the purchase of, or construction of, the leased property. This interest applies to all potential sellers, purchasers, transferors and recipients of a transfer of the property.

8. **FIXTURES AND EQUIPMENT.** Lessor agrees that all fixtures installed on the property by Lessee shall become the property of Lessor as part of the realty no matter how affixed to the property and may not be removed without the prior express written consent of Lessor. Equipment or other personal property not affixed to the property shall not become the property of Lessor and may be removed by Lessee at any time during the lease term. Lessee agrees to repair any damages to the structure caused by the removal of such personal property. Lessor shall not be responsible for any damage or loss to any of Lessee's personal property and equipment. Lessee shall be responsible for any damage or loss to any of Lessor's fixtures, personal property and equipment, except for normal wear and tear.

9. **INVENTORY.** The parties agree to maintain an inventory of each respective party's personal equipment and personal property used or stored on the leased premises. Said inventory shall be updated on or about the anniversary of the Effective Date of this agreement each year.

10. **MAINTENANCE.** Lessor agrees to maintain in good condition and repair the roof, exterior walls (including glass of all types and exterior doors), foundation, plumbing systems, heating and air conditioning fixtures, yard area and parking lot, except any damage thereto caused by any act or negligence of Lessee, its employees, agents or clients. Lessee agrees to maintain the interior of the space subject to this Lease. Lessee agrees to repair any damage caused by its employees, agents or clients to the leased premises. Lessor reserves the right of access to all parts of the property for the purpose of inspection.

In the event the Lessor rents the facility to any outside individual or organization, and in the event the Lessee expends time, labor or other costs associated with the cleanup related to such outside individual or organization's activities, then the Lessee shall be entitled to deduct from the next regular lease payment a minimum amount of \$100.00 up to a maximum amount equal to the Lessee's actual expenses incurred in such cleanup.

11. **CASUALTY LOSS.** If the leased premises should be damaged by fire or other insured casualty during the lease term to the extent of 25% or more of the cost of replacement of the entire structure, or damaged by any uninsured casualty, both Lessor and Lessee shall have the option of terminating this lease. If the lease is not terminated and the Lessor rebuilds, Lessor shall repair and/or restore within one hundred and twenty (120) days of casualty loss, the premises to substantially the condition it was in immediately prior to such damage or destruction. Lessor's obligation shall in no event exceed the scope of the work required in the original construction and shall not include the replacement of any of the fixtures installed by Lessee. Lessor shall not be responsible for any casualty losses sustained to lessee's personal property and equipment.

Rent payable under this lease shall be abated proportionately according to the floor area of the premises which is usable by the Lessee, but if such damage was caused by the fault of Lessee, or its employees, agents or clients, there shall be no abatement of rent. Any abatement afforded shall continue for the time period of the restoration and repair. Should the Lessor have a deed of trust on the leased premises, at the time of any casualty loss in excess of \$10,000.00, and the lender refuses to apply any insurance proceeds towards the replacement or repair of the structure, the Lessor is released from its obligation to rebuild and this lease shall be terminated.

12. INSURANCE. Lessee agrees to use all practical safety precautions in its activities on the premises in order to prevent injuries to persons engaged in such activities, and Lessee does hereby agree to indemnify and hold harmless Lessor from any claims from injuries arising out of the use and activities of the Lessee on the premises of the Lessor. Lessee also agrees to maintain and furnish satisfactory proof of insurance policies covering its activities in and around the facility, having personal injury liability limits of at least three hundred thousand dollars (\$300,000.00) for any one person in a single accident or occurrence and at least two million dollars (\$2,000,000.00) for all claims arising out of a single accident or occurrence or any higher amounts of liability exposure set out in Revised Statutes of Missouri, Section 537.610, and two hundred fifty thousand dollars (\$250,000.00) for all property damage claims arising out of a single accident or occurrence, and naming the City of Sedalia, Missouri, as named insureds. Lessee shall provide Lessor with a certificate of insurance with the terms as stated in this paragraph.

13. KEYS. The Lessee shall be responsible for the security keys to the leased premises that are provided by Lessor. In the event any of the keys are lost or stolen the Lessee shall provide the City's Parks and Recreation Director or their designee with details surrounding the loss of the keys. A stringent key control system must be maintained for reasons of accountability and security of the leased premises. Lessee shall not permit any duplication of any keys, nor shall they permit any other parties to use keys assigned to them for any purposes not contained in this lease. Only the City's Parks and Recreation Director or their designee shall duplicate any keys to the facility.

14. WAIVER. Any waiver of breach of any of the provisions of this lease by the Lessor shall be in writing stating the specific provisions and the extent of such waiver, and shall not constitute a continuing waiver or a waiver of any subsequent breach by the Lessee, either of the same provision or another provision of this lease.

15. LESSEE'S DEFAULT. This lease may be terminable at the option of the Lessor upon the occurrence of any of the following events:

- A. Filing of a voluntary or involuntary petition by or against Lessee, seeking bankruptcy adjudication or reorganization or similar acts;
- B. Appointments of a trustee or receiver for Lessee;
- C. Lessee's making of an assignment for the benefit of creditors;
- D. Abandonment of the property for more than thirty (30) days; or
- E. Default by lessee in any of the terms of this agreement. Upon a default occurring by the Lessee with respect to the provisions of this subparagraph E, the Lessor shall send written notice of the specific nature of the impending default to the Lessee, and the lessee shall then have thirty (30) days in which to cure the situation.

Should the Lessee fail to cure the default in the performance of any covenant, condition or agreement contained in this lease, the Lessor after the expiration of any notice required herein, may terminate this lease and re-enter and regain possession of the premises in the manner provided by the laws of the State of Missouri then in effect. This election to terminate and re-enter the premises shall in no way effect the rights of the Lessor to recover any damages incurred arising from the Lessee's breach, abandonment or default.

16. LESSOR'S DEFAULT. This lease may be terminated at the option of the Lessee upon the occurrence of any of the following events:

- A. Lessor's failure to pay any lien or encumbrance affecting the leased premises when due; or
- B. Default by Lessor in any of the terms of this agreement. Upon a default occurring by the Lessor with respect to the provisions of this subparagraph B, the Lessee shall send written notice of the specific nature of the impending default to the Lessor, and the Lessor shall then have thirty (30) days in which to cure the situation.

Should Lessor fail to cure the default in the performance of any covenant, condition, or agreement contained in this lease, after the expiration of any notice required herein, the Lessee may lawfully terminate the lease upon thirty (30) days' notice to Lessor. This election to terminate the lease shall in no way effect the rights of the Lessee to recover any damages incurred arising from the Lessor's breach or default.

17. NOTICES. All notices, requests, demands or other communications shall be in writing and shall be deemed to have been given when sent by certified mail, return receipt requested, addressed, as the case may be, as follows:

Lessor: City Administrator

City of Sedalia Municipal Building
200 South Osage Avenue Sedalia, MO 65301
With Copy to: Parks & Recreation Director
Heckart Community Center
1800 West 3rd Street
Sedalia, MO 65301

Lessee: Executive Director

Care Connection Services
106 West Young Street
P. O. Box 1078
Warrensburg, MO 64093

18. SURRENDER OF PREMISES. Upon the expiration or earlier termination of the lease, Lessee shall surrender the property to Lessor in good order and condition, except for ordinary wear and tear, and except for the results of any damage or destruction within the provisions of the paragraph of this agreement dealing with casualty loss. Lessee shall remove from the property on or prior to such expiration or earlier termination all of its personal property. Property not removed shall become the property of the Lessor.

19. ENTIRE AGREEMENT. This lease contains the entire agreement between the parties for the subject matter herein. None of the terms of this lease shall be modified to any extent, except by a written instrument referencing this Lease Agreement signed and delivered by both parties.

20. SEVERABILITY. If any provision of this lease shall be declared invalid or unenforceable, the remainder of the lease shall continue in full force and effect.

21. CAPTIONS. The section headings are for convenience of reference only and shall not limit or otherwise affect the meaning of the section.

22. COUNTERPARTS. This lease agreement will be simultaneously executed in two counterparts, each of which, when so executed and delivered, shall constitute an original lease.

23. GOVERNING LAW AND VENUE. This lease shall be governed by and construed in accordance with the laws of the State of Missouri. The parties agree to Pettis County Circuit Court as being the venue for bringing any action under the terms of this lease.

24. BINDING EFFECT. This lease agreement shall inure to the benefit of, and be binding upon successors or assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have placed their signatures as of the day and year first above written.

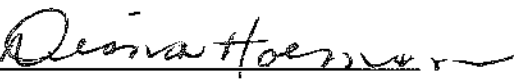
CITY OF SEDALIA

By: _____
Kelvin Shaw, City Administrator

ATTEST:

By: _____
Arlene Silvey, MPCC City Clerk

CARE CONNECTION SERVICES

By: 
Diana Hoemann, Executive Director
5/31/22

Attachment A

Leased Property

As depicted on the floor plan below, Lessee shall have the following space including fixtures dedicated to their exclusive use:

- 115 Senior Admin

- 116 Office

- 118 Office

- 119 Office

- The walk-in refrigerant equipment located in 122 Prep/Storage

Lessee shall have exclusive use of the following areas including fixtures during the hours of 6:00 am to 2:00 pm on Mondays through Fridays:

- 121 Kitchen

- 122 Prep/Storage

- 123 Catering

- 124 Warewashing

- 125A Community Room

Lessee shall have nonexclusive use of the following areas during the hours of 6:00 am to 2:00 pm on Mondays through Fridays:

- 125B Community Room (as needed)

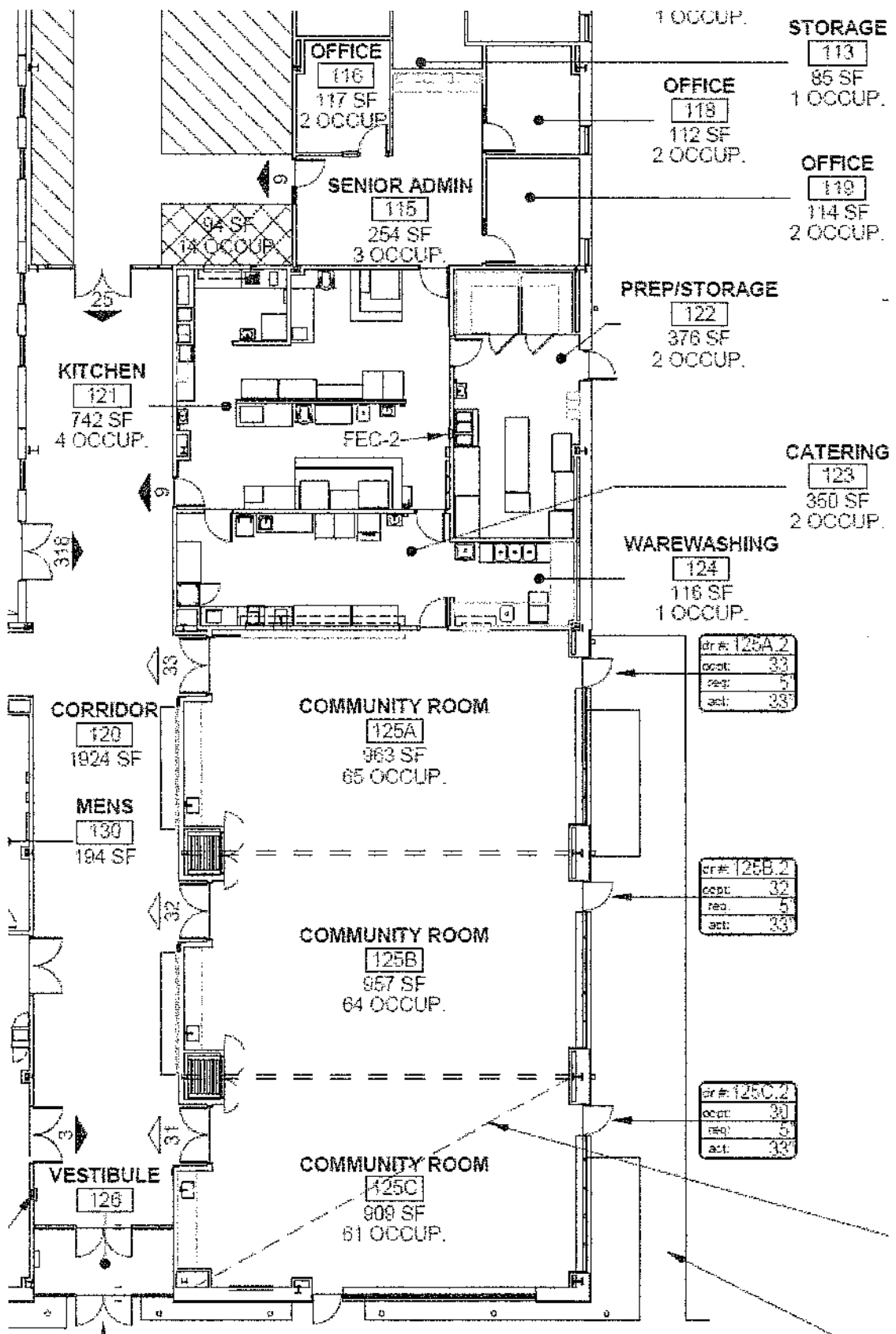
- 127 Storage

- 130 Men's Restroom

- 132 Women's Restroom

- Other surrounding areas such as corridors and patios

Attachment A Leased Property



Attachment A Leased Property

The following is the initial inventory of fixtures, equipment, and personal property subject to this lease agreement:

Item Number	Item Description	Invoice	Line	Quantity	U/M
PRW21-X	WALL MOUNT DOUBLE POT RACK 48"	1366847	56	2.00	EA
5Q2472G	SHELF EPOXY COAT GREEN 24 X 72	1366846	1	4.00	EA
5Q2448G	SHELF EPOXY COAT GREEN 24 X 48	1366846	2	4.00	EA
5Q2460G	SHELF EPOXY COAT GREEN 24 X 60	1366846	3	4.00	EA
5Q1848G	SHELF EPOXY COAT GREEN 18 X 48	1366846	4	4.00	EA
5Q0086GM	POST EPOXY COAT MOBILE 86"	1366846	5	16.00	EA
5Q0052	MOBILE SHELVING CASTER KIT	1366846	6	4.00	SET
DU180	CURB	1362230	1	1.00	EA
DU85	CURB	1362230	2	1.00	EA
AM15VL-BUILDUP	DISH WASHER VENTLESS	1354008	1	1.00	EA
SPLASH-PNL15	SPLASH PANEL KIT FOR AM15	1354008	2	1.00	EA
AM15VL-ELEOEU	208-240V/60/3-PH	1354008	3	1.00	EA
AM15-HTEELE	ELECTRIC HEAT	1354008	4	1.00	EA
AM15VL-BSTYES	ELECTRIC BOOSTER	1354008	5	1.00	EA
SINGLE-POINT-AM15V	SINGLE POINT ELECTRICAL	1354008	6	1.00	EA
SPEC-KIT	SINGLE POINT ELECTRICAL	1354008	7	1.00	EA
LC-50	LIGHT COMMERCIAL DISPOSER	1354007	1	3.00	EA
H-1307	CONVEX MIRROR	1354006	1	2.00	EA
H-5672	DIGITAL WALL CLOCK	1354006	2	1.00	EA
SP30	30 QT MIXER	1354005	1	1.00	EA
B-0133-12-CR-B*	PRE-RINSE FAUCET WITH	1354004	1	1.00	EA
B-0133-12-CR-B*	PRE-RINSE FAUCET WITH	1354004	2	1.00	EA
B-0133-12-CR-B*	PRE-RINSE FAUCET WITH	1354004	3	1.00	EA
B-1141-02A	FAUCET DECK MOUNT	1354004	4	1.00	EA
SEL30TR	TILTING SKILLET 30 GAL	1354003	1	1.00	EA
SLD	SLIDING DRAIN DRAWER	1354003	2	1.00	EA
CBHT	G3 TEA/COFFEE BREWER	1354002	1	1.00	EA
TCN*	TEA/COFFEE DISPENSER	1354002	2	2.00	EA
TXSG0101S600	BEVERAGE DISPENSER 1 GAL	1354002	3	2.00	EA
SW-5E-240-BS	HOT SERVING COUNTER/TABLE	1354001	1	1.00	EA
SU-90	AUTO FILL ASSEMBLY	1354001	2	1.00	EA
M*	MANIFOLD DRAIN	1354001	3	1.00	EA
TSS-5*	SERVING SHELF WITH SNEEZE	1354001	4	1.00	EA
MACP-4-BS	SERVING COUNTER COLD FOOD	1354001	5	1.00	EA
SW-3E-120-BS	HOT FOOD SERVING	1354001	6	1.00	EA
SU-90	AUTO FILL ASSEMBLY	1354001	7	1.00	EA
M*	MANIFOLD DRAIN	1354001	8	1.00	EA
TSS-3	OVERSHELF WITH PROTECTOR	1354001	9	1.00	EA
TSP-1*	END PANEL	1354001	10	1.00	EA
TA-255P*	CASTERS, 5", SET OF 4	1354001	11	1.00	EA
TA-255P*	CASTERS, 5", SET OF 4	1354001	12	1.00	EA
CR10-162M-X	CAN RACK~#46	1354001	13	1.00	EA

Attachment A Leased Property

(Continued)

Item Number	Item Description	Invoice	Line	Quantity	U/M
TH-23G~FGD01	HEATED CABINET REACH IN	1354000	1	1.00	EA
CASTERS	CASTERS 2 1/2"	1354000	2	1.00	EA
CHROME SHELF	CHROME SHELF FOR TH-23G~	1354000	3	2.00	EA
3B16204-2D18-2	3- COMPARTMENT 87.25" X 25.5"	1353999	1	1.00	EA
PB-LWS-1-X*	LEVER WASTE 3.5"	1353999	2	2.00	EA
1B16204-1D18L-X	SINK 1-COMP DB LEFT	1353999	3	1.00	EA
PB-SCP1620	POLY BOARD 16" X 21"	1353999	4	1.00	EA
WCS-60-KL	WALL CABINET	1353999	5	1.00	EA
EBWS-2460	WORK TABLE WELDED SHELF	1353999	7	1.00	EA
WCO-36	WALL CABINET	1353999	8	1.00	EA
EBWS-2436*	WORK TABLE WELDED SHELF	1353999	9	1.00	EA
CDT4-S84SBK-L*	DISHTABLE CLEAN 84" X 30"	1353999	10	1.00	EA
X-2210P	LEFT END SPLASH	1353999	12	1.00	EA
SSK8-3060	S/S UNDERSHELF FOR ST6-3060SSK	1353999	13	1.00	EA
PB-SRW-63-X	GLASS RACK SORTING SHELF, 63"	1353999	14	1.00	EA
SDT4-S132SBK-R	DISHTABLE SOILED 132" 30"	1353999	15	1.00	EA
X-22010*	RIGHT END SPLASH	1353999	17	1.00	EA
X-0413J	PASS THRU SHELF (3 FEET LONG)	1353999	18	1.00	FT
PB-DTA-20-01-X	PRE-RINSE BASKET	1353999	19	1.00	EA
SSK8-3072	30" X 72" S/S UNDERSHELF	1353999	20	1.00	EA
ST6R1.5-2448SSK-X*	WORK TABLE 48" X 24"	1353999	21	1.00	EA
ESSK8-2448	WORK TABLE S/S UNDERSHELF	1353999	22	1.00	EA
4CO4R5-3072	WORK TABLE CABINET BASE	1353999	23	1.00	EA
X-0002D4*	RISER IN LIEU OF STANDARD	1353999	24	6.00	EA
X-0002J1	2" DEEP 5" H REAR RISER, ETC.	1353999	25	1.00	EA
X-0213B	MARINE EDGE MODIFICATION	1353999	26	1.00	EA
EBOX24-RSR	SINGLE GANG JUNCTION BOX	1353999	27	1.00	EA
GFCI20A	RECEPTACLE 5-20GFCI	1353999	28	1.00	EA
PBF-4DM-5GLF-X	FAUCET, W/ 5" GOOSENECK SPOUT	1353999	31	1.00	EA
PB-DMMK	DECK MOUNT FAUCET MOUNTING KIT	1353999	32	1.00	KIT
X-007005	HINGED DOOR LOCK	1353999	33	2.00	EA
X-0208D*	GLASS RACK SLIDE	1353999	34	1.00	EA
X-0204A	MULLION	1353999	35	2.00	EA

Attachment A Leased Property

(Continued)

Item Number	Item Description	Invoice	Line	Quantity	U/M
X-0205J24R	SINGLE SWING DOOR	1353999	36	1.00	EA
X-0205J24L	SINLGE DOOR SWING	1353999	37	1.00	EA
4CS4R1.5-24120-1S	WORK TABLE CABINET BASE	1353999	38	2.00	EA
X-0213B	MARINE EDGE MODIFICATION	1353999	39	2.00	EA
X-007009	SLIDING DOOR	1353999	40	4.00	EA
X-0204A	MULLION	1353999	41	2.00	EA
4CS4R1.5-3072-1S	WORK TABLE CABINET BASE	1353999	42	1.00	EA
X-0213B	MARINE EDGE MODIFICATION	1353999	43	1.00	EA
X-007009	SLIDING DOOR	1353999	44	2.00	EA
X-0204A	MULLION	1353999	45	1.00	EA
4CS4R1.5-2448-1S	WORK TABLE CABINET BASE	1353999	46	1.00	EA
X-0213B	MARINE EDGE MODIFICATION	1353999	47	1.00	EA
X-007009	SLIDING DOOR	1353999	48	1.00	EA
X-0204A	MULLION	1353999	49	1.00	EA
4CS4R1.5-2460-1S	WORK TABLE CABINET BASE	1353999	50	1.00	EA
X-0213B	MARINE EDGE MODIFICATION	1353999	51	1.00	EA
X-007009	SLIDING DOOR	1353999	52	1.00	EA
X-0204A	MULLION	1353999	53	1.00	EA
ST6R1.5-2430SSK-	WORK TABLE 30" X 24"	1353999	54	1.00	EA
ESSK8-2430	UNDERSHELF	1353999	55	1.00	EA
CANOPY HOOD	10'6" WALL CANOPY HOOD SEE	1345972	1	1.00	EA
FACTORY SERVICE*	FACTORY SERVICE	1345972	3	1.00	EA
WALK IN	COOLER AS PER ATTACHED SPECS	1345474	1	1.00	EA
YT1200A	ICE MACHINE CUBE STYLE	1342601	1	1.00	EA
X	FACTORY BUILT IN LUMINCLE	1342601	3	1.00	EA
AR-PRE	WATER FILTER	1342601	4	1.00	EA
D570	ICE BIN, 532 LB	1342601	5	1.00	EA
K00461	EXTERNAL SCOOP HOLDER	1342601	7	1.00	EA



Sedalia Parks & Recreation Department

1800 W. 3rd St. Sedalia, MO 65301 (660) 826-4930 www.sedaliaparks.com info@sedaliaparks.com

Date: June 17, 2022

To: City of Sedalia Council Members

From: Amy Epple, Director of Parks & Recreation

Re: Sedalia Senior Center contract

The contract between the Sedalia Senior Center and our department was voted on and approved by the Sedalia Park Board on February 10, 2022.

Amy Epple
Director of Parks & Recreation
aepple@sedaliaparks.com

Jeff Coleman
Parks Superintendent
jcoleman@sedaliaparks.com

Courtney Fry
Recreation Superintendent
cfry@sedaliaparks.com

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN ELEVATED STRUCTURE AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI, AND WISPER ISP, LLC, A DELAWARE CORPORATION.

WHEREAS, the City of Sedalia, Missouri, has received a proposal to enter into an elevated structure agreement with Wisper ISP, LLC, a Delaware Corporation; and

WHEREAS, under the agreement, Wisper ISP, LLC., a Delaware Corporation shall pay the sum and amount of One Hundred Seventy Five Dollars (\$175.00) per month to lease the easy net airport tower at the Sedalia Regional Airport for a term of 2 years with the right to extend the lease for three consecutive 5 year terms as more fully described in the proposed agreement attached to this ordinance as Exhibit A and incorporated by reference as though the agreement was 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 authorizes the elevated structure agreement by and between the City of Sedalia, Missouri and Wisper ISP, LLC., a Delaware Corporation as the agreement has been proposed and attached hereto.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 20th day of June, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of June, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, Deputy City Clerk for
Arlene Silvey, MPCC City Clerk



Elevated Structure Agreement

THIS LEASE, entered into this 1st day of March, 2022 by and between WisperISP, LLC, a Delaware Corporation, having its principal place of business at 9711 Fuesser Rd, Mascoutah, IL 62258 (hereinafter referred to as "Tenant"), and the City of Sedalia, Missouri, having their principal address at 200 S. Osage Ave, Sedalia, MO 65301 (hereinafter referred to as "Landlord").

WITNESSETH:

WHEREAS Tenant desires to erect and operate RF transmission antennas and connection supply devices on the Premises at the following current Landlord locations:

Premises Name	Address	Lat	Long
Easy Net Airport Tower	1900 E Booneville Dr. Sedalia, MO 65301	38.828299	-93.124969

In accordance with the terms and conditions set forth herein; and

WHEREAS Landlord, in consideration of rental payments or other valuable consideration to be received from Tenant, desires to Lease specific space on the Landlord's tower, (the "Premises") to Tenant for the placement of RF transmission antenna and related equipment, subject to compliance with all terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth to be performed by the parties hereto, it is agreed, by and between Landlord and Tenant as follows:

- Term.** The term of the Lease shall be two (2) years, commencing upon the execution date of this Lease agreement, as hereinafter defined ("Term" or "Initial Term"). Tenant shall have the right to extend the Term of this Lease Agreement for three (3) successive periods of five (5) years each ("Renewal Term") on the same terms and conditions as are set forth herein. The Term of this Lease shall automatically extend for each successive Renewal Term unless Tenant or Landlord shall notify the other in writing of an election not to extend the Term, at least 120 days prior to the expiration of the Initial Term or any Renewal Term, as the case may be. During any Term, Tenant shall have rights to operate equipment using the unlicensed radio frequency bandwidths of 900MHz, 2.4gGHz, 4.9GHz-5.8GHz and licensed radio frequency bandwidths of 3.65GHz and any new unlicensed radio frequency bandwidths made available or any additional licensed frequency bandwidths for which Lessee obtains a valid FCC license.
- Premises Permitted Use.** Landlord hereby leases the Premises to Tenant for the installation, operation and maintenance of RF transmission antennas and related communications equipment. Subject to approval by Landlord of Tenant's plans, which approval shall not be unreasonably withheld or denied, Tenant may mount as many RF transmission antennas and connection supply devices as needed on the Premises the Landlord owns, each antenna being treated as a separate location for the purposes of this lease. Tenant may run such cabling and other lines and equipment from the Premises into the designated areas on the plans where it shall have equipment not larger than eight (8) feet by eight (8) feet at the base and not taller than eight (8) feet in height. Tenant shall have the right to replace, repair, add or otherwise modify its equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any Plans during the Term. Landlord will provide access to standard 110-volt electric power.





Elevated Structure Agreement

Tenant shall be responsible for paying for all power used. In the event there is insufficient utilities located on Landlord's Premises, Landlord agrees to grant Tenant or the local utility provider the right to install such utilities on, over and/or under the Landlord's premises necessary for Tenant to operate its facilities, provided the location of such utilities shall be as reasonably designated by Landlord. Tenant shall not have access to any of the interiors of building owned by the Landlord.

3. **Construction; Maintenance.** During the Term, Landlord shall maintain in good and safe operating condition and repair the structural elements of the Premises. Tenant shall utilize existing concrete, brick, or steel supports on the Premises if available for Tenant's use, or, at Tenant's sole expense and in accordance with Tenant's plans, Tenant may install adequate support for Tenant's facilities on the side of substructures attached thereto. Tenant's facilities antenna shall be installed so as to do no physical harm to the Premises and shall be of adequate strength to give reasonable and normal support. Said construction and Tenant's subsequent maintenance of its facilities shall be at Tenant's sole risk and cost and shall comply with all applicable laws and ordinances.
4. **Access.** Landlord and its agents shall have the right to enter and inspect the Premises at all times. Tenant shall be granted access to the Premises at all times for the purpose of examining, maintaining, or repairing Tenant's facilities. Access to the Premises by Tenant shall be permitted 24 hours per day, 365 days per year. Landlord shall provide to Tenant any keys, access codes or security cards required to access Tenant's facilities. For installation, inspection, scheduled maintenance, or other routine visits to the premises, Tenant shall provide at least 48 hours prior notice to Landlord. In the event an emergency maintenance or repair visit is required, Tenant shall attempt to notify Landlord prior to the visit, but will, in all cases, notify Landlord within 24 hours following such emergency visit to the Premises.
5. **Rent.** Tenant shall pay Landlord rent in the amount of One Hundred Fifty Dollars and Zero Cents (\$150.00) per month for the first location on the premises and an additional Sixty Dollars (\$60.00) per month for each additional location that the tenant rebroadcasts from. The monthly rental shall increase by six percent (6%) after the Initial Term and Fifteen percent at the end of each Renewal Term. The monthly payment is due to Landlord on the 1st day of the month with a maximum grace period of 15 days. In addition to, or in lieu of rental payments, an Exchange of Service agreement may be negotiated. Any Exchange of Service agreement will be detailed as Addendum 1 of this agreement. Landlord will begin receiving monthly rent and/or exchange of service once Tenant has completed installation of its facilities at the Premises. If Tenant has no independent electric meter, Tenant shall be allowed to operate its antenna(s) using the Landlord's electrical connection, provided however that each month that Tenant uses the Landlord's electrical power, Tenant shall pay Landlord an additional \$25.00 per month to compensate the Landlord for the cost of the electricity.
6. **Indemnity of Landlord.** Tenant shall indemnify and hold harmless Landlord against and from any and all loss, costs, damages, and claims to the extent such damage arises from Tenant's negligence or wrongful acts or from any activity, work, or thing done, or permitted by the Tenant on the Premises, and shall further indemnify and hold harmless Landlord against and from any and all loss, costs, damages, and claims to the extent such damages arises from Tenant's negligence or wrongful acts arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or of its agents, contractors, servants, invitees, or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred or paid in connection with any such claim or any action or proceeding brought against the Landlord by reason of Tenant's use of the Premises.

CONNECTING COMMUNITIES



Elevated Structure Agreement

Neither Landlord nor its agents shall be liable for any incidental or consequential damages or for any damage to property entrusted to employees of the Premises, nor for loss of or damage to any property by theft or otherwise, nor for any injury or damage to persons or property resulting from fire, explosion, falling pipes, appliances, or plumbing work therein, nor from the roof, street, or sub-surface, nor from any other place or resulting from dampness, nor from any other cause whatsoever, unless caused by or due to the gross negligence of Landlord, its agents, servants, or employees. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or of defects therein or in the fixtures or equipment.

7. Landlord Rights. The Landlord reserves the following rights: (a) to change the name of the Premises without notice or liability to Tenant; (b) to constantly to have access to the Premises; (c) to grant to anyone the exclusive right to conduct any particular business or undertaking in the structure; and (d) at any time, and from time to time, whether at the insistence of Landlord or pursuant to government requirements, at Landlord's expense, to decorate or make repairs, alterations, additions, or improvements, whether structural or otherwise, in or to the Premises or any part thereof, including the Premises. Landlord will not knowingly permit the installation of equipment on or within the Premises, which will interfere with the reception of signals by Tenant's antenna or operate within the same frequencies, as the Tenant and Tenant will take no action to interfere with other tenants at the Premises.
8. Damage or Destruction. If damage by fire or other casualty to the Premises cannot reasonably be expected to be repaired within forty-five (45) days following same or if such damage may reasonably be expected to disrupt Tenant's operations at the Premises for more than forty-five (45) days, then Tenant may, at any time following such fire or other casualty, provided Landlord has not completed the restoration required to permit Tenant to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to Landlord. There shall be no abatement of Rent by reason of any portion of the Premises being unusable for a period of thirty (30) days or less.
9. Defaults. The occurrence of any of the following shall constitute an event of default:
 - A failure by Tenant to pay Rent required to be made by Tenant hereunder, where such failure continues for ten (10) days after notice that such Rent was due.
 - A failure by Tenant to observe and perform any other material provision of this Lease to be observed or performed by Tenant, where such failure continues for twenty (20) days after written notice thereof by Landlord.
 - If an event of default shall occur, Landlord may, at any time thereafter, at Landlord's option, exercise any or all rights at law or in equity, which are permitted by Missouri State Law.
10. Rules and Regulations. Tenant shall faithfully observe and strictly comply with the Rules and Regulations attached to this Lease and such other rules and regulations as Landlord may from time to time reasonably adopt.
11. Requirements by Law. Tenant, at Tenant's sole cost and expense, shall promptly comply with all present and future laws, orders, regulations, and requirements of all public authorities and any fire underwriter's insurance rating agency or similar organization which may impose any violation, order or duty upon Landlord or Tenant with respect to use of the Premises.
12. Surrender of Premises. At the expiration of the Term hereof, Tenant will remove its antenna and other trade fixtures, excluding in-the-wall cabling, and repair any damage which may be caused to the Premises as a result of such removal, reasonable wear and tear

CONNECTING COMMUNITIES

Elevated Structure Agreement

excepted.

13. Liens. Tenant shall do all things necessary to prevent the filing of any mechanic's, material provider's, or other lien against the Premises or the interest of the Landlord by reason of any work, labor, services, or material performed or supplied or claimed to have been performed or supplied to Tenant, or anyone holding the Premises, or any part thereof, though or under Tenant. If any such lien shall at any time be filed, Tenant shall either cause the same to be immediately vacated and canceled of record. If Tenant in good faith determines that such lien should be contested, Tenant shall furnish such security, surety bond or otherwise, as may be necessary or be prescribed by law to release the same as a lien. If Tenant shall fail to vacate or release such lien, Landlord may, but shall not be obligated to, vacate, or release the same. Tenant shall repay to Landlord, on demand, all sums disbursed or deposited by Landlord pursuant to the foregoing provisions of this paragraph, including Landlord's costs and expenses and reasonable attorneys' fees incurred in connection therewith.
14. Insurance. Tenant shall obtain and keep in force during the Term of this Lease a Commercial General Liability policy of insurance against claims for bodily injury, personal injury, and property damage based upon, involving or arising out of the use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$2,000,000 per occurrence. The limits of said insurance required by this Lease or as carried by Tenant shall not, however, limit the liability of Tenant nor relieve Tenant of any obligation hereunder. All insurance to be carried by Tenant shall be primary to and not contributory with any similar insurance carried by Landlord, whose insurance shall be considered excess insurance only. Tenant shall provide to Landlord a current certificate evidencing the insurance coverage reference with Landlord as Additional Named Insured. Failure to maintain the referenced insurance coverage, including naming the Landlord as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof.
15. Waiver of Subrogation. Provided that, and for so long as the provisions of this paragraph do not result in the cancellation or invalidation of policies of fire and extended coverage or additional perils insurance covering the Premises, Landlord and Tenant agree to, and each does hereby, waive all rights of recovery and causes of action against the other and all parties claiming by, though or under either Landlord or Tenant for any damage or destruction of any property of either Landlord or Tenant caused by any of the perils embraced within the fire and extended coverage and additional perils insurance policies of Landlord and Tenant, or either, notwithstanding that said damage or destruction shall result from the negligence of any or all of the parties in whose favor this agreement operates.
16. Subordination. This Lease is and shall at all times, unless Landlord shall otherwise elect, be subject and subordinate to all covenants, restrictions, easements and encumbrances now or hereafter affecting the fee title to the Premises and to all ground and underlying leases and mortgages or financing of refinancing.
17. Attornment. Tenant agrees that, in the event of a sale, transfer, or assignment of the Landlord's interest in the Premises or any part thereof, including the Premises, Tenant will attorn to and recognize such transferee, purchaser, ground or underlying Landlord or mortgagee as Landlord under this lease.
18. Estoppel Certificate. Tenant shall, at any time and from time to time execute, acknowledge and deliver to Landlord a statement in writing



Elevated Structure Agreement

(i) certifying that this Lease is unmodified and in full force and effect and the dates to which the rental and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults, if any, which are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrance of all or any portion of the real property of which the Premises are in part.

19. Interest on Past Due Obligations. If Tenant shall fail to pay Rent required to be paid hereunder after the same becomes due and payable in accordance with paragraph 10 hereof, such unpaid amounts shall bear interest from the due date thereof to the date of the payment at the lesser of eighteen percent (18%) per annum, or such other rate as is the highest legal rate of interest in effect on the date said sum is due and payable hereunder which may be charged to Tenant in the state where the Premises is located.
20. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than that stipulated herein for Rent shall be deemed to be other than on account of the earliest stipulated Rent then due, nor shall any endorsement or statement on a check or letter accompanying any check or payment be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease, at law or in equity.
21. Attorney's Fees. In the event that either party should bring suit because of the breach of any provision of this Lease, or for any other relief hereunder, then the other shall pay all costs and expenses, including reasonable attorneys' fees, to the prevailing party.
22. Fees or Commissions. Tenant covenants, warrants, and represents to Landlord that there are no possible claims for broker's commissions or finders' fees in connection with this lease.
23. Notices. Every notice to be given under this Lease shall be in writing and shall be sent by Certified or Registered Mail, postage prepaid, return receipt requested, or overnight courier, and shall be addressed to the respective party's mailing address and the same shall be deemed given when received or refused by the addressee.

If to Landlord:

City of Sedalia, MO
200 S. Osage Ave
Sedalia, MO 65301

If to Tenant:

Wisper ISP, LLC
9711 Fuesser Rd.
Mascoutah, IL 62258
Attn: Nathan Stooke

Either party may designate, by similar written notice to the other party, any other address for such purposes. Except with respect to service of a summons and other papers in a lawsuit, each of the parties hereto waive personal or any other service than as provided for in this paragraph. Notwithstanding the foregoing, either party hereto may give the other party telegraphic notice of the need for routine or emergency repair visits.

CONNECTING COMMUNITIES



Elevated Structure Agreement

24. Entire Agreement.

- This Lease, the exhibits, and addenda, if any, attached hereto set forth all of the covenants, promises, agreements, conditions and understanding, between the parties.
- All prior conversations or writings between the parties hereto or their representatives are merged herein and extinguished.
- This Lease shall not be modified, except by a writing subscribed to by both parties, or be canceled by Tenant or the Premises surrendered except with the prior express written authorization of Landlord, unless in accordance with paragraph 1 or as otherwise specifically provided herein.

25. Liability of Landlord. Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate and property of the Landlord in the real estate of which the Premises is a part and the rentals therefrom for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any condition, covenant, or agreement of this Lease to be observed and/or performed by Landlord, subject, however to the prior rights of any ground or underlying Landlord or mortgagee of the real estate of which the Premises is a part, or part thereof.

26. Assignment. This Agreement may be sold, assigned or transferred by the Tenant without any approval or consent of the Landlord to the Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market in which the Premises are located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned, or transferred without the written consent of the Landlord, which such consent will not be unreasonably withheld, delayed, or conditioned. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution of Tenant shall constitute an assignment hereunder. Tenant may sublet the Premises within its sole discretion, upon notice to Landlord. Any sublease that is entered into by Tenant shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

27. Successors and Assigns. Except as otherwise provided in this Lease, all of the conditions, covenants, and agreements of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and assigns. Each provision of this Lease to be performed by Tenant shall be construed as both a covenant and a condition, and if there shall be more than one Tenant, they shall all be bound, jointly and severally, by the provisions of this Lease.

28. Governing Law. The laws of the State of Illinois shall govern this agreement. Any disputes, causes of action, or other such claims shall be brought in the First Judicial District Court, St Clair County, Illinois, and the parties hereto consent to the jurisdiction of such Court.

[The remainder of this page is intentionally blank]

CONNECTING COMMUNITIES



Elevated Structure Agreement

IN WITNESS WHEREOF, Landlord and Tenant have executed the Lease, in duplicate, as of the Date(s) set forth below their respective signatures hereto.

LANDLORD:

TENANT: Wisper ISP, LLC., a Delaware Corporation

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONNECTING COMMUNITIES

INTEROFFICE MEMORANDUM

TO: KELVIN SHAW

FROM: DERRICK DODSON

SUBJECT: COUNCIL ITEMS FOR JUNE 20, 2022: AIRPORT TOWER LEASE AGREEMENT, AIRPORT FEES.

DATE: 06/10/2022

CC: CC NAME

The purchase of the Pro Energy hangar included a 125' radio tower. We have learned that the tower was/is being leased to Whisper ISP LLC, an internet service provider. The attached document is a lease agreement that has been reviewed by Whisper and our legal department. The agreement is for \$175.00 / Month, which is \$150.00 for the rent of the tower and \$25.00 for electric power. The term is for two years with the right to extend the lease for three consecutive 5 year terms. The lease is written to account for inflation and the rent amount will increase 6% after the first term and 15% after each additional term.

Our airport does not have any fees in place for the aircraft that use the airport. Being a pilot myself, it is nice not having any fees when you fly to an airport especially as a recreational pilot. However, we serve a lot of business aircraft that fly here for business purposes. The companies operating these aircraft are used to paying fees, as most airports have some type of fee structure in place, which helps with the costs of running and maintaining the airport. Many of the business aircraft are of a size that allows them to carry a large amount of fuel, which means they often land and leave without buying any fuel. Fuel sales is one of our major revenue sources that supports our airport. I would like to obtain council approval for setting up a fee structure that I can modify based on the general market. Like most of the other airports, the fees we put in place would be waived as long as the aircraft purchases fuel. My main goal and focus are on the business aircraft, which are used to paying fees or buying fuel. These aircraft are also the ones that place the most stress on our infrastructure. I would limit fees on the recreational aircraft to overnight parking fees, which would also be waived with minimum fuel purchase.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADDING AIRPORT SERVICE FEES TO THE CITY'S FEE SCHEDULE.

WHEREAS, the City of Sedalia, Missouri has the authority, under existing ordinance and state statutes, to establish certain fees; and

WHEREAS, the City of Sedalia, Missouri has determined that it is appropriate and necessary to add Airport Service Fees due to operational costs for the Sedalia Regional Airport.

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

Section 1. Appendix A – The City Fee Schedule for the Sedalia Regional Airport is hereby amended to add said fees as it appears 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 20th day of June 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of June 2022.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, Deputy City Clerk for
Arlene Silvey, MPCC City Clerk

Exhibit A

Sedalia Regional Airport Fee Schedule	
Airport Service Fees	Based on General Market

INTEROFFICE MEMORANDUM

TO: KELVIN SHAW

FROM: DERRICK DODSON

SUBJECT: COUNCIL ITEMS FOR JUNE 20, 2022: AIRPORT TOWER LEASE AGREEMENT, AIRPORT FEES.

DATE: 06/10/2022

CC: CC NAME

The purchase of the Pro Energy hangar included a 125' radio tower. We have learned that the tower was/is being leased to Whisper ISP LLC, an internet service provider. The attached document is a lease agreement that has been reviewed by Whisper and our legal department. The agreement is for \$175.00 / Month, which is \$150.00 for the rent of the tower and \$25.00 for electric power. The term is for two years with the right to extend the lease for three consecutive 5 year terms. The lease is written to account for inflation and the rent amount will increase 6% after the first term and 15% after each additional term.

Our airport does not have any fees in place for the aircraft that use the airport. Being a pilot myself, it is nice not having any fees when you fly to an airport especially as a recreational pilot. However, we serve a lot of business aircraft that fly here for business purposes. The companies operating these aircraft are used to paying fees, as most airports have some type of fee structure in place, which helps with the costs of running and maintaining the airport. Many of the business aircraft are of a size that allows them to carry a large amount of fuel, which means they often land and leave without buying any fuel. Fuel sales is one of our major revenue sources that supports our airport. I would like to obtain council approval for setting up a fee structure that I can modify based on the general market. Like most of the other airports, the fees we put in place would be waived as long as the aircraft purchases fuel. My main goal and focus are on the business aircraft, which are used to paying fees or buying fuel. These aircraft are also the ones that place the most stress on our infrastructure. I would limit fees on the recreational aircraft to overnight parking fees, which would also be waived with minimum fuel purchase.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING CHANGE ORDER NUMBER ONE FOR YARD WASTE GRINDING.

WHEREAS, the City of Sedalia, Missouri has received Change Order Number 1 from Hansen’s Tree, Lawn and Landscaping Services for yard waste grinding; and

WHEREAS, under the terms of said Change Order Number 1, the City of Sedalia shall pay the sum and amount of Twenty-Six Thousand Eight Hundred Twenty-Five Dollars (\$26,825.00) to Hansen’s Tree, Lawn and Landscaping Services for said yard waste grinding as more fully described in the Change Order 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 Change Order Number 1 by and between the City of Sedalia, Missouri and Hansen’s Tree, Lawn and Landscaping Services in substantively the same form and content as it has been proposed.

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

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

Section 4. This Ordinance shall 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 20th day of June, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of June, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, Deputy City Clerk for
Arlene Silvey, MPCC City Clerk

CHANGE ORDER

SHEET NO. (1) OF 1

SEQUENCE NO.: Change Order #1

TO Hansen's Tree, Lawn and Landscaping Services, LLC. CONTRACTOR

PROJECT NO.: 2023-021-Amendment #3

YOU ARE HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGES FROM THE CONTRACT

1. DESCRIPTION AND REASON FOR CHANGE: (ATTACH SUPPLEMENTAL SHEETS IF REQUIRED)

To grind an additional 10,000+ cubic yards of tree waste

2. ESTIMATE OF COST OF WORK AFFECTED BY THIS CHANGE ORDER.

(A) EST. LINE NO.	(B) ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
	1	Additional Tree Grinding	11,500 CY	21,500 CY	10,000 CY	LS	\$26,825	
							\$26,825	

3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:

1. CONTRACT AMOUNT		33,175.00
2. OVERRUN THIS ORDER (H-I)	26,825.00	
3. OVERRUN PREVIOUS (LINES 4 ON PREV. ORDERS)	0	
4. TOTAL OVERRUN TO DATE (2+3)		26,825
5. TOTAL (1+4)		\$60,000.00

4. COMMENTS:

THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO.	
OWNER'S SIGNATURE	DATE
CONTRACTOR'S SIGNATURE	DATE

COMMERCIAL SERVICE

PROPOSAL



HANSEN'S

Jeremey Stone City Of Sedalia Mo.

Ken Byrne

HANSENSTREE.COM

OFFICE **636.379.1830** DIRECT LINE **314.280.0579**

ABOUT HANSEN'S

Hansen's provides professional commercial tree-care to businesses, municipalities, and property development companies. Commercial services include tub and horizontal grinding, land clearing, urban forestry consulting, tree trimming and removal. We specialize in removing high risk and limited access trees, like those surrounded by structures, roadways, and other obstacles.

Our two Board Certified Master Arborists along with our team of Board Certified Arborists provide urban forestry and tree risk assessment consulting to businesses and municipalities throughout the state.

You'll feel good knowing the green waste is recycled into 100% organic products: organic compost and mulches. These products are also available to our commercial clients at wholesale pricing.

Hansen's was recognized as the first tree-care company in Missouri to be certified by the Tree Care Industry Association. We employ more than 10 ISA-certified arborists and 2 Board Certified Master Arborists, making us one of most the accredited tree service companies in the St. Louis area.

”

They came on time, did an excellent job, answered all my questions, and cleaned up everything to the last twig.

Peggy Hazelwood

”

The certified arborist did a good job of making my tree look much better and opening up my yard to let some sunlight down to the grass. I was happy with the process, and would recommend these guys.

Patrick St. Louis



OUR CAPABILITIES

COMMERCIAL SERVICES

- ◆ **URBAN FORESTRY CONSULTING SERVICES**
Hansen's Master Arborist Skip Kincaid offers consulting services like Tree Appraisals, Ordinance Writing, Tree Protection Plans, Tree Inventory & Risk Assessments, and more. Includes limited access trees.
- ◆ **GRINDING & LAND CLEARING**
Convert your tree and brush-filled property into an open area ripe for development and landscaping. We clear what you want cleared with no burning.
- ◆ **GREEN RESOURCE RECYCLING**
We will recycle your green waste from construction projects into 100% organic mulch and compost. We have 7 Green Waste drop off locations.
- ◆ **COMMERCIAL TREE CARE**
Commercial services include tub grinding and land clearing, urban forestry consulting, trimming, and removal of trees with limited access.

LAND CLEARING SERVICES

Hansen's uses only the strongest, most efficient equipment on the market to ensure your land clearing operations are done quickly and professionally. Some of our low-impact machines include:

- ◆ **HORIZONTAL GRINDER**
Streamline land clearing by grinding whole trees at once. Able to travel on rough terrain due to track-drive system.
- ◆ **TUB GRINDERS**
Remove piles of brush or stumps with a large grapple arm, exponentially increasing land clearing efficiency.
- ◆ **TIMBERAXE LAND CLEARING MOWER**
Tracked skid-steer capabilities provide efficient, economical and low-impact land clearing for vegetation under 4" in diameter.

With our selective clearing and cleanup guarantee, we will clear only the trees and brush you want removed. At the end of the job, you will be left with completely clear and ready-to-use property.

ORGANIC PRODUCTS

- ◆ **ORGANIC MULCH**
A beautiful, natural way to protect your plants so they can stay healthy and withstand extreme temperatures and droughts.
- ◆ **ORGANIC COMPOST: THE MAGIC BEAN**
Fight off weeds, prevent disease, amend soil, and maximize plant growth with nutrients from the Bean's decomposed grass, soils, and other organic matter.
- ◆ **BIO SOILS & ENGINEERED SOILS**
Grow healthier, more robust plants and prevent harmful runoff with Hansen's Super Soils and Bio-Retention Soils.

GREEN WASTE DROP OFF

- ◆ **7 GREEN WASTE DROP OFF LOCATIONS**
Arnold, MO: Simpson Quarry, 1776 Cecos Lane
O'Fallon, MO: Wood Waste Recycling Facility
1628 Kemmar Court
O'Fallon, MO: 104 Hansen Ct.
Maryland Heights: 2305 Creve Coeur Mill Rd
Ozark, MO: Leo Journagan Construction 1506 N.
Farmers Branch Rd
Branson, MO: 521 US Hwy 160
Springfield/ Brookline, MO: 3341 S. FM 107

Hansen's Tree Service & Environmental Resources
 104 Hansen Ct - O'Fallon, MO - 63366
 Office: 636-379-1830
 Fax: 636-379-1866
 www.hansenstree.com

FULLY INSURED FREE ESTIMATES

Job Name: City Of Sedalia Mo. 20220610 City Of Sedalia Mo. Jeremy Stone 200 South Osage Avenue Sedalia, Mo 65301	ISA Certified Arborist: Ken Byrne Contact #: 314-280-0579 Date: 06/13/2022 10:22 *AM Work Site: 27882 Highway U Sedalia , Mo 65301
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All work to be performed in accordance to ANSI A300 tree care standards.

email: jestone@cityofsedalia.com

#	Item	Description	Qty	Cost
1	Grinding Services	Wood Debris Grinding	10000	\$26,825.00

Grind up approximately 10,000 cubic yards of yard waste and brush piled up by the city. Must be done while we are on site.

Notes: Sedalia is responsible for	Subtotal: \$26,825.00
1. Access to the site	
2. All of the grindings	Tax: \$0.00
	Total: \$26,825.00

Customer Signature

Date

According to the following terms and for the following fees, we/I do hereby agree to payment in full upon completion. Should customer fail to make full payment, he or she shall be responsible for the cost of collection including the cost of attorney's fees. Any dispute shall be resolved in the State of Missouri, County of St. Charles.

Hansen's Tree Service & Environmental Resources

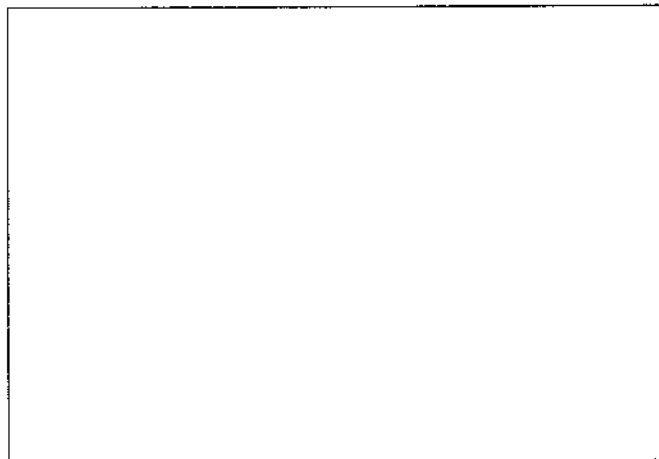
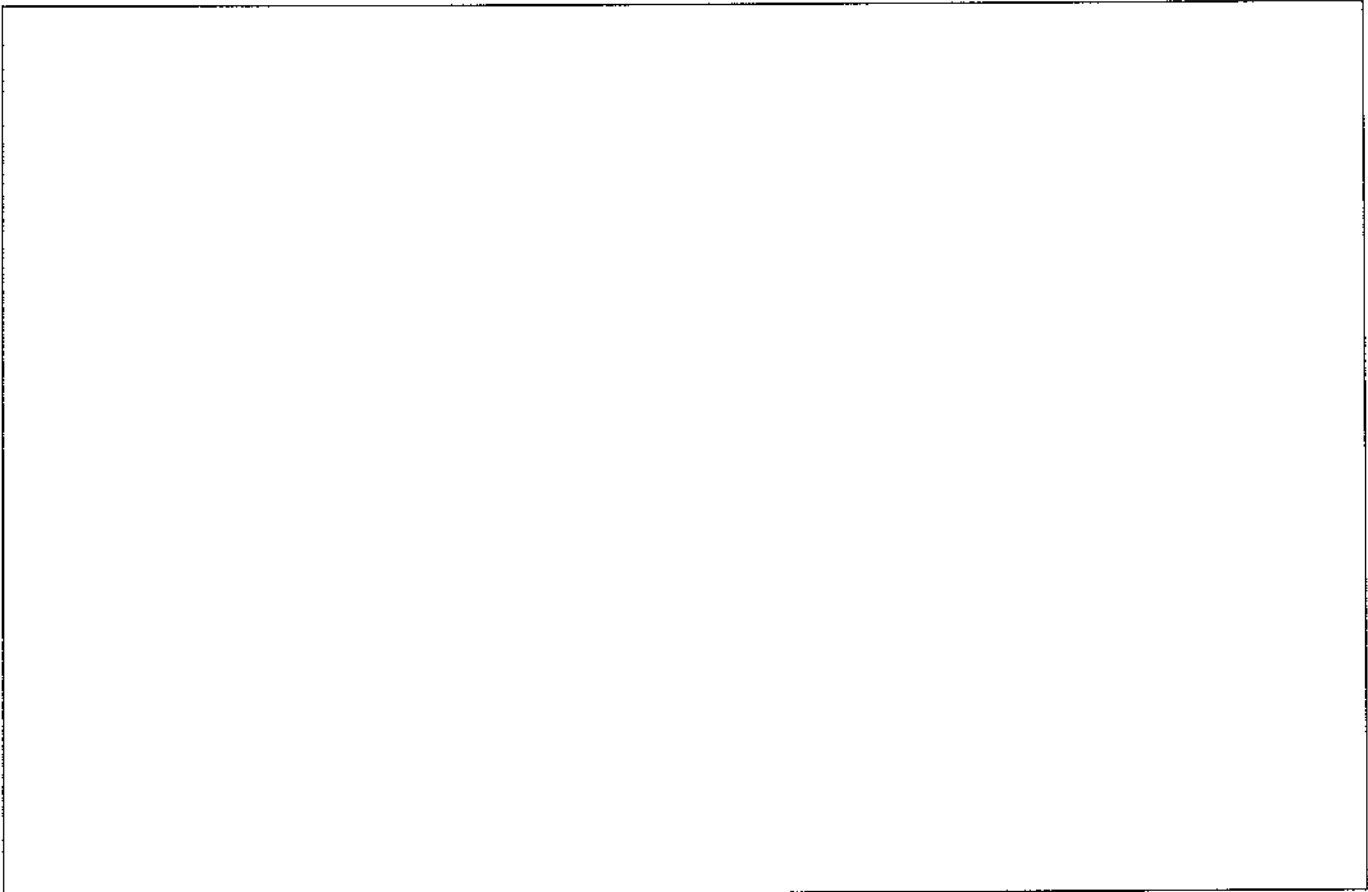
104 Hansen Ct - O'Fallon, MO - 63366

Office: 636-379-1830

Fax: 636-379-1866

www.hansenstree.com

FULLY INSURED FREE ESTIMATES



DON'T MISS OUR TERMS & CONDITIONS

If you have any questions, please contact us at 636.379.1830

POTENTIAL DELAYS

POTENTIAL DELAYS: Hansen's/Hansen will make every attempt to arrive on the scheduled performance date. However, schedules are contingent upon weather, accidents, and other delays beyond our control and Hansen shall not be liable for any financial damages due to those delays. Hansen requires that the authorizing party provide at least 24 hours advance notice for cancellations. If canceled after a signed proposal has been received, the customer may be assessed a mobilization fee of \$250.00 for incurred expenses.

CERTIFICATIONS: Hansen professionals are insured arborists, either certified or working under supervision thereof. Certification comes through organizations such as the International Society of Arboriculture or the Tree Care Industry Association and can always be verified. All work will be performed professionally with the appropriate tools and equipment for proper job completion. All equipment and work performed will be in full compliance with the most current revision of the American National Standards Institute (ANSI) Z300 Standard for Tree Care Operations.

LIABILITY AND LIABILITY

LIABILITY: Hansen carries insurance for liability resulting from injury to persons or property. Worker's Compensation Insurance covers all Hansen employees. The parties hereto agree that in no instance may the customer seek damages in excess of the policy limits of Hansen's liability insurance.

STANDARD OPERATING PROCEDURES

DEBRIS: All debris from tree trimming and tree removal operations shall be cleaned up each day before the work crew leaves the site unless otherwise coordinated by the customer and crew leader. For scheduled debris from our services, we will take all limb ends, blow off decks and sidewalks and remove all brush, branches, and logs from the site unless otherwise specified. Occasionally, logs may be left overnight and scheduled for pickup on the following day or shortly thereafter.

STUMPS: Unless explicitly specified in the proposal, stump removal is not included in the price quoted. If stump removal is included in the contract, grindings from stump removal are not hauled unless specified in the proposal. Surfaces and subsurface roots beyond the stump are not removed unless specified in the proposal. Occasionally, stump removal may not be performed on the same day as the tree removal. In this scenario, stump removal will be scheduled and performed shortly thereafter.

UNKNOWN OBSTRUCTIONS: Any additional work or equipment required to complete the job, caused by either the authorizing party's failure to make known or generated by previously unknown foreign material in the trunk, branches, under ground, or any other condition not apparent in estimating the work specified, shall be paid for by the customer on a time and material basis.

UNDESIRABLE DAMAGE

DAMAGES: Hansen is not responsible for damages to underground utilities, drain lines, invisible fences, or sub-ground cables unless the authorizing party adequately and accurately maps the systems, and a written copy is presented to Hansen's before or at the time the work is to be performed.

LAND: Hansen will attempt to minimize all disturbances to the customer's yard and surfaces. However, Hansen must utilize vehicles & equipment to perform tree care services.

Hansen shall not be liable for damages to lands, crops, soil, or plant material as the result of its work or causes beyond its control. Examples include, but are not limited to, ruts in the yard due to wet conditions, limbs falling on power lines, cracking of paved surfaces under sidewalks due to weight of work equipment, etc.). At least 24 hours' notice is required in the event customer wishes to reschedule due to concerns about weather and lawn damage.

ACCESS

EQUIPMENT: For equipment to access specific areas, it may be required to be placed over or cross paved and hard surfaces. If we are not authorized to access or travel across hard surfaces as needed, it must be arranged with the arborist before bid acceptance. Pricing may vary with any changes to the scope of work, including denial of access to hard surfaces.

NEIGHBORING PROPERTIES: The customer is responsible for contacting neighbors and responsible for having the authorization form completed and submitted to Hansen's before work can begin, including the consent of any homeowner's association requirements. We will email an authorization form to customer before scheduling the work.

FENCING: Fencing sometimes needs to be dismantled before accessing the yard. The customer is responsible for removing and replacing fencing. If the customer does not remove fencing before the workday, or it is arranged prior for Hansen's to perform the fence removal, then Hansen's may take down the fence upon arrival. Hansen's is not responsible for any damages related to the removal or reinstallation of the fencing.

LAWN FURNITURE: The customer is responsible for removing lawn furniture, lawn ornaments, planter boxes, pots, statues, BBQ pits, or any objects on the property and within reach proximity to the work area. Hansen's is not responsible for damage to any removable objects remaining on the property on workdays. Furthermore, if the customer fails to remove removable items, Hansen's is not responsible for any damages that may occur to these items if its employees move said items out of the work area.

CARS: The driveway and street access must be clear and free of obstructions. Customer must remove all vehicles, campers, RVs, ATVs, or other objects prior to arrival on the scheduled date.

VENTILATION: Windows, doors, or other openings to interior spaces should be closed on workdays. Hansen's is not responsible for dust or debris entering inside areas.

WORK STANDARDS AND STANDARDS

WORK PROTOCOL: All work proposed and performed by Hansen's is based on observations made at the time of inspection and considers only known targets and visible obstructions conditions of the tree and site consistent with a Level 1 assessment per ANSI Z300 (Part 1) standards, the ISA Best Management Practices (Tree Risk Assessment) unless other levels of evaluation are specified.

DISCOVERY: Hansen's is not responsible for the detection or identification of hidden or otherwise non-obstructive hazards. Observations and assessments do not include individual testing of anchors and bolts include aerial or sub-aerial inspection unless specified.

TIME FRAME: Any reference to the time frame is not a guarantee for tree stability. Records may not remain accurate after inspection due to variable deterioration of inverted material. Extreme weather or unforeseeable events may cause tree failure. Hansen's makes no warranty with respect to the fitness of the customer's trees for any use or purpose whatsoever.

PAYMENT TERMS

DUPLICATE: All accounts are not payable upon receipt of the invoice. A service charge of 1.5% per month will be added to accounts not fully paid 30 days after the invoice date.

FAILURE OF PAYMENT: Should the customer fail to make full payments due Hansen's, they shall be responsible for the cost of collection, including the reasonable cost of Hansen's attorney's fees and court costs.

LEGAL

TERMS: The terms and conditions of this contract shall be interpreted and governed according to the laws of the State of Missouri. Venue shall be in the County of St. Charles.

TREE'S LOCATION: The customer warrants that all trees listed are located on their property and if not, that the authorizing party has received full permission from the landowner to allow Hansen's to perform the specified work. Should any trees be mistakenly identified as to ownership, the customer agrees to indemnify Hansen for any damages or costs incurred from the result thereof. The customer would be responsible to reimburse Hansen's for any legal fees that were incurred based upon liability ownership indemnification.

HOA APPROVAL: The customer/property owner shall be responsible for obtaining and paying for necessary approval from applicable Homeowner's Associations and other governing entities.

To: Kelvin Shaw
Through: Brenda Ardrey *BA*
From: Jeremy Stone *CS*
Date: June 14, 2022
Subject: 2023-021 Yard Waste Grinding Amendment #3 to 2019 Contract-Change Order #1

The Public Works Department is requesting ratification of Change Order #1 for the above mentioned project that expended the remaining budget for tree grinding this year. This change order allows for the Contractor to grind the remaining tree waste totaling 10,000+ cubic yards at the yard waste site on South Ingram Avenue. Since the Contractor is currently on-site, this additional tree grinding will not include an additional mobilization charge as would be incurred if the Contractor returned to grind the remaining tree waste at a later date.

Change Order #1 will increase the overall cost of the project by \$26,825.00 which will bring the total project cost to \$60,000.