



City Council Meeting Agenda

Monday August 1, 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**
 - 1. Elizabeth Nations – Executive Administrative Aide – Public Works-Admin – 5 years of service
- E. SPECIAL AWARDS**
 - 1. Presentation – Sedalia Fire Department – Promotional Pinning
 - Bradley Burton – Driver
- F. RETIREMENT AWARDS** - None
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
 - A.** Council Meeting – July 18, 2022
 - B.** Special Council Meeting/Work Session – July 19, 2022
- II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES** - None
- III. ROLL CALL OF STANDING COMMITTEES**
 - A. FINANCE / ADMINISTRATION** – Chairman Lucas Richardson; Vice Chairman Jack Robinson
 - 1.** Selection of Insurance Broker
 - Council Discussion led by Chairman Richardson
 - Motion and Second to award bid for Insurance Broker for the City of Sedalia to IMA Financial Group
 - 2.** Amended agreement – Whiteman Area Leadership Council – Additional \$2,000.00 to increase annual appropriation to a total of \$5,000.00
 - Council Discussion led by Chairman Richardson
 - O** Call for Ordinance authorizing an amended agreement with Whiteman Area Leadership Council – Mayor Dawson
 - B. PUBLIC WORKS** – Chairman Thomas Oldham; Vice Chairwoman Tina Boggess
 - 1.** Budget Amendment & Change Order 1 and 2 – Infrastructure Solutions, LLC – Central Regional and Pelham Drive Lift Stations – Change Order 1 – \$15,768.45 for Rock Excavation and Change Order 2 - \$3,425.00 for Flaggers
 - Council Discussion led by Chairman Oldham
 - R** Call for Resolution authorizing an increase in budgeted expenditures for the fiscal year 2022-2023 relating to the Central Regional and Pelham Drive Lift Station Project – Mayor Dawson
 - O** Call for Ordinance amending the budget for the fiscal year 2022-2023 regarding the Central Regional and Pelham Drive Lift Station Project – Mayor Dawson

- Call for Ordinance authorizing change order numbers one and two for the Central Regional and Pelham Lift Stations – Mayor Dawson

2. Annexation & Utility Services Agreement – Prairie Hollow Development Co. LLC (Between 32nd & Sacajawea)

Council Discussion led by Chairman Oldham

- Call for Ordinance authorizing an irrevocable consent to annexation and utility services agreement to extend the City of Sedalia's Water System and Sanitary Sewer – Mayor Dawson

3. Grant Agreement – Community Development Block Grant – Sidewalk rehabilitation and replacement - \$500,000.00

Council Discussion led by Chairman Oldham

- Call for Ordinance authorizing a grant agreement for sidewalk rehabilitation and replacement – Mayor Dawson

4. Annexation & Utility Services Agreement – Edward Petrashishin – 3370 Cedar Springs St. (Covered Bridge Estates)

Council Discussion led by Chairman Oldham

- Call for ordinance authorizing an annexation and utility services agreement for connection to the City of Sedalia's Water Distribution and Sewer Collection Systems – Mayor Dawson

5. Annexation & Utility Services Agreement – Herman S. & Debra K. Collier – 2245 W. Country Club Drive

Council Discussion led by Chairman Oldham

- Call for Ordinance authorizing an annexation and utility services agreement for connection to the City of Sedalia's Water Distribution System – Mayor Dawson

6. Code Change Adoption – Regulation of excavations within public rights-of-way

Council Discussion led by Chairman Oldham

- Call for Ordinance adopting a new Chapter 50-Streets, Sidewalks and Other Public Places, Article III-Excavations, of the Code of the City of Sedalia, Missouri – Mayor Dawson

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

D. PUBLIC SAFETY – Chairman Jack Robinson; Vice Chairman Steve Bloess – No Report

IV. OTHER BUSINESS

A. APPOINTMENTS - None

B. LIQUOR LICENSES

Renewal:

- * Doug Benitz dba Liberty Center Association For The Arts, 111 W. 5th, Liquor By The Drink - \$450

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

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

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

A. Roll Call Vote for Closed Door Meeting

B. Discussion of closed items

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

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

VIII. ADJOURN MEETING

A. Motion and second to adjourn meeting

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

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

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

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

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

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

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

For **other devices**: use the feature of call me. The phone audio will be much better than through your computer. This should come up if you have your preferences set up to show it. If it does not, in 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 JULY 29, 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, August 1, 2022, 6:30 p.m.

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

1. Staff felt it was appropriate to send out a request for proposals (RFP) to review the market for selecting the best available consultants to assist us with our ever so important employee benefits packages. We received nine proposals, including our current broker, and we assembled a review committee to analyze and rate the proposals. From the paper proposal review, the committee reached a consensus of the top three and conducted interviews with them to reach a final top pick. The committee recommends that we change our broker consulting firm to IMA Financial Group. Through their proposal and interview, the committee felt they demonstrated the best fit for our current situational needs. All of the proposals were good and it was a difficult decision. What stood out for IMA was their use of actuarial data and calculations to vet out what potential changes to our plans would look like, along with their benchmarking capabilities that will guide us in staying competitive in the labor markets we are in.
2. As discussed during the budget work sessions, we have not increased the funding level for the Whiteman Area Leadership Council (WALC) for quite some time. This council is focused on maintaining and growing the already huge economic impact the air base has on our community. Further, they provide an important connection between the City and the leadership within the air force. Their funding is primarily through contracts with the surrounding communities such as Sedalia and Pettis County. As the mission for WALC has grown increasingly important and travel costs continue to rise, funding constraints have risen as well. Council appropriated an increase from the previous level of \$3,000 per year to \$5,000. When I presented this recommendation, I suggested that we would make this a challenge to the other supporting communities to make a like increase. I made this presentation to the WALC board and other communities are taking up and meeting the challenge. Staff recommends approval of a contract amendment to go along with the appropriation level approved in March.

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

1. During construction of the Central Regional and Pelham Drive Lift Station upgrades, the contractor has encountered more rock than expected. The contract, as is custom practice, contained an allowance for the anticipated amount of rock in the area based on geological surveys. The only accurate way to determine the amount of rock that will be hit during excavation is to actually do the excavation. Therefore, an estimate is made and included in the contract as an allowance. Then as they encounter rock during excavation, the contractor simply draws against the pre-approved allowance. In this case though, they have come across more

rock than was estimated in the allowance. Therefore, staff recommends a change order to increase the contracted amount for excavating through rock. Also, during the bidding process, the costs for securing the required flagmen when working in the railroad right of way was estimated. The actual costs incurred and passed through as a reimbursement was higher. Staff recommends approval of a second change order to add the overage to the contract. Since both of these added costs were not anticipated in the budgeted amount for this project, staff also recommends a budget amendment to appropriate the additional funding.

2. We have been working for some time with the developers that are planning a housing development just west of the City. As we have been discussing in our strategic planning sessions, we have a real and identifiable housing shortage. As a result of our economic development successes and intrinsic growth of our diverse manufacturing base, among other factors, our focus has shifted towards the housing, retail, and commercial growth that should and needs to follow job creation. This was also addressed in our comprehensive planning. The area of this planned development was specifically targeted and goals set around for encouraging single family housing in such plan. Likewise, during the budgeting process Council approved a plan to allocate funds to extend necessary infrastructure to this area. Staff is pleased to report that the developer is now ready to move forward, and we have negotiated a development agreement for your consideration.
3. As discussed during the previous agenda item, we have made increasing the quality and quantity of our housing stock a priority focus. One such area of this attention is the adoption of the Urban Redevelopment Plan under chapter 353 of the state statutes. This plan includes updating and upgrading the infrastructure in particularly blighted areas aimed at spurring redevelopment. To assist and accelerate these efforts, we applied for a Community Development Block Grant (CDBG) and included the required matching funding in the adopted budget. Staff is pleased to report that our grant application has been approved. The grant will provide \$500,000 and together with the required matching funds of \$500,000, funds a million-dollar project to upgrade sidewalks and curbing in a targeted area. The specific area was chosen for the grant application in coordination with a project undertaken by the Sedalia Redevelopment Corporation to redevelop housing in the block of 4th Street to 5th Street, from Emmet to New York Streets. The demographics of the census tract containing this block also fit well with the targets of the grant funding, which increased our chances of winning the grant. Likewise, the project will better connect the pedestrian traffic with Washington Elementary School. With these projects, we will create a spark to encourage added development in the surrounding area, through fixing the infrastructure and creating additional good and affordable housing. Staff has reviewed the grant agreement and recommends approval.
4. Edward Petrashishin has requested utility services from the City for property located outside the city limits. Staff has negotiated an agreement that in return for extending services, they would grant the perpetual right of the City to annex the property if it ever becomes contiguous to the city limits. This agreement is consistent with past practices and agreements in other similar situations and staff recommends approval.
5. Herman and Debra Collier have also requested utility services from the City for property located outside the city limits. Staff has negotiated an agreement that in return for extending services, they would grant the perpetual right of the City to annex the property if it ever becomes contiguous to the city limits. This agreement is consistent with past practices and

agreements in other similar situations and staff recommends approval. Council should be aware that the president of the homeowner's association that this property is in has asked questions and expressed concerns about this practice. His primary concern is that he feels that we should not have started this practice after this development was mostly built out.

6. As the City's right of ways and utility easements are getting more and more crowded, as well as more of it underground that require excavations, staff recommends changes to our code to build in a better management structure of such excavations. Brenda Ardrey, Public Works Director, has reviewed other community's codes and worked with our legal counsel to pull together tools that will help us better manage this ever-increasing activity and help protect the right of ways along with the properties surrounding it for our citizens. Staff recommends approval.

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

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



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
JULY 18, 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, July 18, 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:

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

SERVICE/SPECIAL/RETIREMENT AWARDS: None

MINUTES: The Council Meeting minutes of July 5, 2022 were approved on motion by Cross, seconded by Foster. All present in favor. Oldham was absent.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:

The Citizen's Traffic Advisory Commission minutes dated May 18, 2022 were accepted on motion by Foster, seconded by Marshall. All present in favor. Oldham was absent.

Mayor Dawson stated a project contained in the Citizen's Traffic Advisory Commission minutes is for the channelization of 16th Street in front of Horace Mann School. This will include bump-outs to prevent cars from parking on corners creating a better line of site and a safe pedestrian refuge island in the roadway along with yellow lines to divert traffic around the islands. This should slow and calm traffic in that area and help keep kids safe during school.

ROLL CALL OF STANDING COMMITTEES:

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

Financial Report: City Administrator Kelvin Shaw stated Sales Tax was up over last month and year to date and is back to where Sales Tax is even with last year's Fiscal Year to Date. For the Month of May, Sales and Use Tax is up \$84,815.00/1.5% over budget. A 4% increase was budgeted but due to the economy, there is an unfavorable variance of approximately \$137,000.00. Franchise Tax is up primarily through the gas tax due to weather and price increases and telephone tax is up year to date. Transportation Gas Tax is up 12.4% but trends are slowing due to price increases and fewer gallons sold. Vehicle Tax is slowing due to the percentage of higher sale prices and Property Taxes collected are down due to 92% of the taxes being collected in the months of December and January.

- The City uses Sensus Analytics software that partners with water meter equipment to bring in meter readings and upload them into the billing software. The vendor did not submit an invoice for the annual maintenance and licensing agreement for last year. The payment has rolled over and Staff recommends a budget amendment appropriating funds that were not spent last year into this year.

RESOLUTION NO. 1967 – A RESOLUTION AUTHORIZING AN INCREASE IN BUDGETED EXPENDITURES FOR THE FISCAL YEAR 2022-2023 RELATING TO THE PAYMENT OF THE ADVANCED METERING INFRASTRUCTURE AGREEMENT WITH SENSUS ANALYTICS FOR 2021 was read once by title and approved on motion by Bloess, seconded by Robinson. All present in favor. Oldham was absent.

BILL NO. 2022-120, ORDINANCE NO. 11614 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023 REGARDING THE PAYMENT OF SENSUS ADVANCED METERING INFRASTRUCTURE AGREEMENT FOR 2021 was read once by title.

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

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

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

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

- A new 64-niche columbarium is needed at the cemetery and will support 3 years of requirements. M & R Monuments had the lowest bid at \$21,500.00. There will be an approximate cost of \$1,700.00 for proper footings that will require a budget amendment, however, due to a year-long lead time for the columbarium, a budget amendment will not be needed until next fiscal year.

BILL NO. 2022-121, ORDINANCE NO. 11615 – AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A QUOTE FOR THE PURCHASE OF A 64-NICHE COLUMBARIUM was read once by title.

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

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

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

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

- During the June 20, 2022 Council Meeting staff approved the purchase of 2 squad trucks for the Fire Department. One truck was to be purchased this fiscal year and the 2nd would have been purchased next fiscal year, however, since both need to be ordered now due to long lead times, the funds need to be encumbered to cover the costs for both trucks.

RESOLUTION NO. 1968 – A RESOLUTION AUTHORIZING AN INCREASE IN BUDGETED EXPENDITURES FOR THE FISCAL YEAR 2022-2023 RELATING TO THE PURCHASE OF TWO AIR AND LIGHT SQUAD TRUCKS was read once by title and approved on motion by Cross, seconded by Foster. All present in favor. Oldham was absent.

BILL NO. 2022-122, ORDINANCE NO. 11616 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023 REGARDING THE PURCHASE OF TWO AIR AND LIGHT SQUAD TRUCKS was read once by title.

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

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

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

Approved a records destruction request from the Sedalia Police Department's Records Division on motion by Cross, seconded by Foster. All present in favor. Oldham was absent.

➤ The Justice Assistance Grant requirements include allocating 40% of the grant proceeds to the Pettis County Sheriff's Department as a subrecipient. The funds help offset costs for enhanced equipment for both agencies. The City will use the funds to offset 75% of the cost of 2 car radios.

RESOLUTION NO. 1969 – A RESOLUTION AUTHORIZING THE SEDALIA POLICE DEPARTMENT TO ACT AS AN AGENT FOR THE CITY OF SEDALIA IN THE APPLICATION PROCESS FOR THE 2022 JUSTICE ASSISTANCE GRANT (JAG) AND AN AGREEMENT BETWEEN THE CITY OF SEDALIA, MISSOURI AND THE COUNTY OF PETTIS, MISSOURI FOR DISTRIBUTION AND USE OF ANY AWARDED FUNDS was read once by title and approved on motion by Foster, seconded by Richardson. All present in favor. Oldham was absent.

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

APPOINTMENTS:

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

Correction:

Central Business & Cultural District Board of Directors

Eron Harding – Appointed to Central Business & Cultural District Board of Directors June 6, 2022 - Replacing George Esser's term expiring January 2025. (Terms for this board have to be staggered and this position took 1 year to fill. The correct term should be expiring January 2024 to align with the other expiration dates.)

New:

Sedalia Redevelopment Corporation, Board of Directors

Dr. Todd Fraley – Replacing Steve Triplett's term ending November 2022.

BIDS: None

LIQUOR LICENSES:

The following renewal Liquor License was read and approved on motion by Foster, seconded by Robinson. All present in favor. Oldham was absent.

*Erica Eisenmenger dba Ivory Grille LLC, 317 S Ohio, Sidewalk Consumption

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilman Robinson stated he rides everyday on the Katy Trail and noticed the Union Pacific lot from Grand to Warren has grass taller than he is on his bicycle and asked if Union Pacific is exempt and if so, how so? City Administrator Kelvin Shaw stated the City has no jurisdiction over Union Pacific as it was written into the statutes dated back to the 1800's. There is a state statute stating Union Pacific does not have to maintain anything that is not on a live line. The City has called and

complained several times to no avail, however he will reach out to them again. Councilman Robinson stated he believes the City should try to mow it and City Administrator Kelvin Shaw stated unfortunately, the City has to have permission by Union Pacific to go onto their property and they will not give it. Councilman Cross asked legal counsel if they could take them to court and City Attorney Joe Lauber stated there is no basis for it.

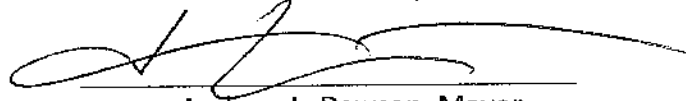
Councilman Bloess stated Amtrak started coming through Sedalia twice a day and the ceremony held when they made the 2nd stop was nice to see. City Administrator Kelvin Shaw stated the State added subsidies which made it possible.


GOOD & WELFARE: None

The meeting adjourned at 6:57 p.m. on motion by Foster, seconded by Robinson to a closed door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice) and 2 (Real Estate) 610.021 RSMo. Roll Call Vote: Voting "Yes" were Robinson, Marshall, Boggess, Richardson, Cross, Foster and Bloess. No one voted "No". Oldham was absent.

The regular meeting reconvened at 7:53 p.m. and closed on motion by Foster, seconded by Robinson. All present in favor. Oldham was absent.

THE CITY OF SEDALIA, MISSOURI



Andrew L. Dawson, Mayor

Arlene Silvey, MPCC City Clerk



**CITY OF SEDALIA, MISSOURI
CITY COUNCIL SPECIAL COUNCIL
MEETING/WORK SESSION
JULY 19, 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 through GoToWebinar".

The Council of the City of Sedalia, Missouri duly met on Tuesday July 19, 2022 at 6:30 p.m. at the Municipal Building in the Council Chambers with Mayor Andrew Dawson Presiding. Council members present were Jack Robinson, Chris Marshall, Tina Boggess, Lucas Richardson, Bob Cross, Rhiannon Foster and Steve Bloess. Thomas Oldham was absent.

City Council Roles and Responsibilities

City Attorney Joe Lauber presented a presentation on City Council roles and responsibilities. Sedalia is classified as a Third Class City in accordance with state statute guidelines found in Chapter 77 RSMo.

Sunshine Law

The Sunshine Law is a series of laws found in Chapter 610 RSMo. designed to provide people the opportunity to know what their government is doing through access to records, meetings and votes from governing bodies, committees, boards and commissions.

Proper Meetings

Proper meetings must have a posted agenda 24 hours in advance and an adequate location for crowds. An agenda can be changed, notice sent to media, and minutes must be taken. Elected officials must be present or participating by video for roll call votes, must be accessible by phone for the public, can be recorded by the public even though they don't have the right to speak and public must be given a place to wait during closed door session. The 3 main reasons for closed door meetings are legal actions, real estate transactions and personnel matters.

Social Media, First Amendment Fora and Risks of Governmental Social Media Use

Electronic modes of communication such as the use of social media, email and texting are used by the public, elected officials and City employees. In 2017, the United States Supreme Court recognized social media as a platform for First Amendment rights. First Amendment forums include Traditional Public, Limited/Designated Public and Non-Public.

Ethics and Conflicts of Interest

Chapter 105.452 RSMo., Prohibits Acts of Elected or Appointed officials from using authority for financial gain; Chapter 105.461 RSMo. reviews Recording a Members Interest in a Proposed Ordinance; and Missouri Constitution Art. VII, Section 6 reviews Nepotism.

Defining and Understanding Roles

Sedalia follows the Statutory Role of City Council found in Chapter 77.260 RSMo. which states the Mayor and City Council has the care, management and control of the City and its finances. They have power to enact and ordain any/all ordinances not repugnant to the Constitution and laws of the state. They shall also deem expedient for the good government of the City the preservation of peace and good order, benefit of trade and commerce, health of the inhabitants and also alter, modify or repeal the same.

Role of City Council, Councilmembers, Statutory Role of Mayor

City Council's role is to represent the public, develop and evaluate policies/programs, maintain fiscal integrity, determine services provided and ensure accountability/transparency. Individual Council Members have little or no power but as a group, City Council does and it takes at least 5 Council Members to have a quorum to act. The Mayor is the President of the Council, only votes to break ties, presides at City Council meetings, Mayor and Council have care, management and control of the City and its finances, has superintending control of all officers and City affairs, takes care that Ordinances of the City and state laws relating to the City are complied with, makes City improvement recommendations to Council, pardon people and veto bills, and veto resolutions and orders that call for expenditure of City revenues. Council Members should meet with the Mayor to discuss ideas or concerns. The Mayor works closely with the City Administrator to move Council goals forward, anticipate issues and manage action of the Council.

City Administrator and Staff

The role of the City Administrator is covered in Chapter 77.042 RSMo. The City Administrator may by ordinance provide for the employment by the governing body with the approval of the Mayor, be the Chief Administrative Assistant to the Mayor, and have general superintending control of the administration and government business, officers and employees of the City. Staff offers professional advice, implements Council's decisions, establishes administrative practices and maintains municipality operations.

Establishing Expectations

Expectations of Council & Staff

Elected officials are to understand responsibilities of public office, comply with law, practice good behavior, perform duties, participate in public meetings, use effective communication, avoid conflicts, deny gifts, gratuities and favors and keep information confidential. Elected officials should speak/appear to speak on behalf of the City, respect/adhere to City Administrator form of government and keep a positive workplace.

Staff members expectations of Council include preparing for meetings, contact staff with questions before hand, examine all facts on issues, don't ridicule staff but provide private criticism through the City Administrator. Don't assume right/wrong in a disagreement, compliment staff where appropriate, trust/respect staff, explain reasoning for disagreements with staff and act in a fair, ethical and consistent manner.

Council members expectations of Staff include being organized, anticipating information needed, responding to requests in a timely/professional manner, prepare accurate/well-documented/well-written reports and provide options for consideration. Staff should provide exhibits, illustrations, and/or pictures to help visualize locations and/or layout proposals. They should be able to leave personal/political bias out of reports, orient new members and provide educational opportunities for all members. Staff should be accessible by meetings/in person/phone, keep all members equally informed, not show favoritism, make Council's decisions work, and act in a fair, ethical and consistent manner.

Difficult Council Members and their Characteristics

Difficult Council Members may represent a new viewpoint in the community, have inappropriate expectations of the Council Member role, made campaign promises, has the urge to fix things, fails to understand Council/Administrator relationship and has a fear of being criticized by Council Members or constituents. Some characteristics of difficult Council Members include interfering with employees, demanding special access, treats staff's presentation as an inquisition and routinely discloses confidential information. Never prepared for a meeting and asks questions answered in meetings/packets, won't bring closure and wants more information before voting, refuses to abide by meeting rules, circumvents the manager, and makes staff, City Administrator, and fellow officials look bad. Exercising emotional maturity/intelligence, open communication, keep everything in perspective, insulate staff from negative

July 26, 2022

City Administrator Shaw,

The Human Resources Department is recommending IMA Financial Group as the City's Broker for all employee benefits to include, medical, dental, vision, life and all ancillary products as well as the management of the City's 457 plan.

RFQ Review Committee:

- Mayor, Andrew Dawson
- City Administrator, Kelvin Shaw
- Police Chief, Matt Wirt
- Fire Chief, Matt Irwin
- HR Specialist, Heather Bridges
- HR Director, Shannon Ramey-Trull

The following is the timeline for the RFQ process:

- June 6, 2022 City issues RFQ
- July 1, 2022 RFQ response deadline
- July 11 - 22 Interviews conducted if warranted
- August 1, 2022 Recommendation made to City Council

We sent out the RFQ to the following Brokerage Firms:

1. Assured Partners
2. Holmes Murphy
3. Willis Towers Watson
4. Sumner Insurance
5. Stackhouse Insurance LLC
6. Bukaty Companies
7. Hays Companies, Inc.
8. Lockton
9. CBIZ
10. Cornerstone Companies
11. The Miller Group

RFQ Responses Received:

1. IMA Financial Group
2. Lockton Companies
3. Willis Towers Watson
4. Redwood Health Group/USI Insurance Services
5. Holmes Murphy
6. CBIZ
7. Bukaty Companies
8. Brown & Brown
9. Assured Partners

Top 3 Based on scoring/Interviewed:

1. IMA Financial Group
2. Willis Towers Watson
3. Holmes Murphy

This firm will provide services over the next three-year period with the potential to extend up to a total of five years.

The committee felt that IMA Financial Group with their vast number of services to include but not limited to, in house actuarial, benchmarking, detailed reporting, 457 management, long range strategic planning, etc. was the most qualified. They also have demonstrated a thorough understanding and experience of working with Municipalities.

This recommendation will be followed with City Council approval of the individual contract once they are successfully negotiated and secured.

Sincerely,

Shannon Ramey-Trull
Human Resources Director

Also attached:

1. RFQ with all qualifications
2. IMA's RFQ Response
3. Scoring Sheet Questions



Request for Qualifications (RFQ) Insurance Consulting/Brokerage All Lines

Introduction

The City of Sedalia, Missouri, hereinafter referred to as "the City" seeks to engage a vendor as Insurance Broker for Benefits Insurance Coverages. Firms are invited to submit their qualifications for consideration in providing a proposal for this scope of work. The submission of a proposal in response to this RFQ will permit the City to evaluate objectively the capabilities of your firm and pursue an ongoing dialogue of insurance services. This contract will be awarded to one firm which will handle all lines of the Employee Benefits Program.

The City of Sedalia is NOT requesting insurance quotes at this time and expressly prohibits prospective brokers from quoting or approaching carriers at this time.

Technical questions or requests for clarification shall be directed, in writing, to the email address below. Responses to a proposer's questions(s) will be provided via return email only to the proposer asking the questions(s).

Contact Name: Shannon Ramey-Trull
Title: Human Resources Director
Organization's Name: City of Sedalia
Address: 200 S. Osage Ave. • Sedalia, MO • 65301
Email: srameytrull@sedalia.com

General Information

The City of Sedalia has a population of approximately 21,467 and operates under the Mayor/City Administrator form of government. The City has approximately 416 full and part time employees in the following departments: Administration, Police, Fire, Community Development, Animal Shelter, Building Maintenance, Cemetery, Library, Code Enforcement, City Council, Airport, Parks, Sanitation, Streets, Water, Vehicle Maintenance and WPC. Currently, employee benefits are based on a calendar year of January 1 – December 31. Currently, the City provides health and life insurance to all fulltime employees (240). Voluntary coverages currently available are: dental, vision, life, dependent life, short term disability, critical illness, hospital confinement and accident coverages.

Scope of Work

The City of Sedalia is seeking a state licensed, experienced firm to assist with the procurement and other administrative aspects of all lines of employee benefits insurance and 457 deferred comp plan. The City requires excellence in customer service.

Qualifications:

1. Broker shall be licensed by, and in good standing with, the State of Missouri Department of Insurance; licenses shall be for all lines of insurance requested in this RFQ.
2. Broker shall be sufficiently experienced in employee benefits insurance services to provide expert, efficient, effective and reliable services to the City.
3. Broker shall be knowledgeable of all Missouri and Federal laws regarding insurance including COBRA, HIPAA, GINA, and other plan designs such as MEWAs, HRAs and FSAs.
4. Broker shall have extensive and continuous relationships with the insurance markets necessary to provide the City with superior insurance alternatives that meet the City's needs and are favorably priced relative to the risk and current market.
5. Broker shall provide continuity of services, by assigning a primary broker and a backup broker who will be:
 - a. Knowledgeable in the principles and practices of risk management and strategic planning, and specifically designing an Employee Benefits Program for attraction and retention of employees;
 - b. Familiar with the City as a risk;
 - c. Accessible to the City on short notice;
 - d. Thoroughly knowledgeable and competent in insurance and risk strategy alternatives in order to provide superior services to the City.
6. Broker shall maintain the highest integrity in business relationships and practices and shall make full and timely disclosure to the City of any conflicts of interest. Broker shall become familiar with state statutes regarding gifts and favors for public officials and employees, and shall adhere to those standards in the conduct of the City's business.
7. Broker shall be insured for general liability, vehicle liability, professional errors and omissions, and workers' compensation. **Broker shall be responsible for all employer taxes and social security due to the state and federal governments; Broker shall be responsible for all funds handled by Broker on behalf of the City, and shall carry a bond sufficient to cover any losses of this nature;** Broker shall not subcontract work without the prior written permission of the City.
8. Broker shall work with the City to evaluate the current plan of insurance policies and to recommend appropriate or advantageous changes; renewal shall be affected in a timely manner, to meet the City's internal time requirements and also maintain coverage.
9. Broker shall maintain office hours consistent with the City's core business hours (Monday – Friday 8:00 am – 5:00pm). Alternatives to maintaining these core business hours will be considered if they include provisions for responding to requests for contact within one business day.
10. Broker shall keep written records of marketing efforts and shall make this information available to the City upon request.
11. Brokers' recommendations to purchase insurance shall be made in writing and shall be sufficiently detailed to explain alternatives and support the recommended decision.
12. The City wishes to contract broker services for three years (upon yearly appropriations by Council), with 2 one-year optional renewals (at the City's option) for a total contact term of up to 5 years. At the end of the 5-year period, or earlier if annual renewal is not executed, the City will use a competitive process to solicit broker services, if such services are required at that time.

Responsibilities to include but not be limited to:

1. Negotiate renewal of Employee Benefits Program.
2. Seek competitive quotes and provide advice and recommendations for consideration.

3. Review policies and endorsements for accuracy and conformance with negotiated coverages.
4. Ensure the timely issuance of policies and endorsements.
5. Analyze and review all carrier proposed settlements, claims history, claims processing and other plan costs and expenses to provide information and recommendations.
6. Assist the City employees in settling and managing claims.
7. Provide the City with reasonable preliminary renewal figures during the budget process. Where appropriate, include financial modelling such as employer/employee contribution comparatives.
8. Provide insurance industry updates, trends of the market and impacts anticipated on the financial budget of the City as requested or as directed by critical market activity.
9. Advise the City on risk management including but not limited to new types of coverage which may be applicable, trends in emerging risks, etc.
10. Assist with contract language consulting as needed throughout the year.
11. Assist in the resolution of any insurance claim problems individual employees may experience.
12. Assist with health plan open enrollment including but not limited to offering a variety of communications such as electronic media, group meetings, etc.
13. Provide, on an annual basis, a schedule detailing the coverages placed through the firm.
14. Assist the City in designing a comprehensive employee benefits plan that may include 457 deferred comp plan, medical, dental, vision, life, short and long term disability and various other benefit products as well as evaluation of different plan options to include, Fully, Self, Cost Plus, etc.
15. Represent the City in all negotiations with providers on all benefits issued including those related to premiums, benefit levels, plan design and any special terms and conditions.

Timeline

June 6, 2022 City issues RFQ
 July 1, 2022 RFQ response deadline
 July 11 - 22 Interviews conducted if warranted
 August 1, 2022 Recommendation made to City Council

Submission Requirements

Interested and qualified firms should provide the following information in their Statement of Qualifications:

Overview

1. Describe your organization, its history and size (revenue and number of employees, number of licensed agents, and years in business) as well as location(s), and your organizations' business model.
2. Identify up to three specific instances where your business model has shown a benefit to your governmental entity clients.
3. Provide an overview of the account team that would be assigned. For each member of the team, provide highlights outlining qualifications and experience. Provide a summary of roles and distribution of responsibilities.
4. Is your firm privately or publicly held?
5. Describe the professional liability coverage carried by your organization and provide certificate(s) of insurance where applicable.

6. Provide a list of references with at least 5 clients, their addresses, phone numbers and contact persons with estimated employee size, time period served, and type of insurance brokered.
7. How does your organization make sure that any Insurance Company, Fund, Trust or other alternative option is adequately capitalized to pay claims and protect the City and its Tax Payers from the additional risk of assessment or expenses beyond premiums paid?
8. Are there any judgements, claims or suits pending or outstanding against you? If yes, submit details.
9. List the address from which the City's account will be handled.
10. What other resources or value adds does your firm offer?
11. Outline services that would be implemented in a Long-Term Plan if selected as the broker of record. Provide specific examples, and any extra costs associated with such services.

Employee Benefit Services

1. Provide an overview of your approach to strategic planning.
2. What technology resources or knowledge does your company offer clients to streamline or improve their administration? Is there an additional cost?
3. What resources or tools do you offer your clients to benchmark or compare their plans' performance or costs with other organizations of their size and in their geographical area?
4. Please explain the process and timeline that you recommend for new clients.
5. Describe your organization's experience working with governmental entities.
6. What steps do you take to ensure your clients are up-to-date on current laws and legislation that may impact their plans or administration? Are there additional expenses or costs for your compliance services or assistance?
7. Describe the service team the City would rely on.
8. How do you simplify the enrollment process for your clients? What platform does your Company use and/or recommend?
9. When communicating the plan to employees, what methods of communication does your firm utilize (web based, printed, etc.)? Please describe and enclose sample documents. Also, indicate any additional costs associated with these documents (design, printing, mailing, etc.).
10. Does your firm sponsor seminars, webinars, or other venues to communicate benefit trends and compliance issues? If so, are these conducted in an interactive format? Are these government specific? Please indicate any costs associated with these programs.
11. Describe your capabilities in ongoing plan performance monitoring, plan performance forecasting, claims experience analysis, benchmarking and reporting.
12. Describe your process of assisting with claims management resolution.
13. Describe your capabilities in employee communications.
14. Describe your use of technology to support online employee services and education.
15. Describe any additional service options that may be of interest.
16. Provide an outline of the Company's brokerage fees and/or commissions structure.

Scoring Criteria

The City will be evaluating the Statements of Qualifications based on, but not limited to, the following scoring criteria, scoring each section 1 - 10

- Quality of broker response
- Proposed approach and plan to support the City
- Quality of services; experience of firm and staff
- Comprehensiveness of services offered
- Broker and company references
- Location of company

General Terms

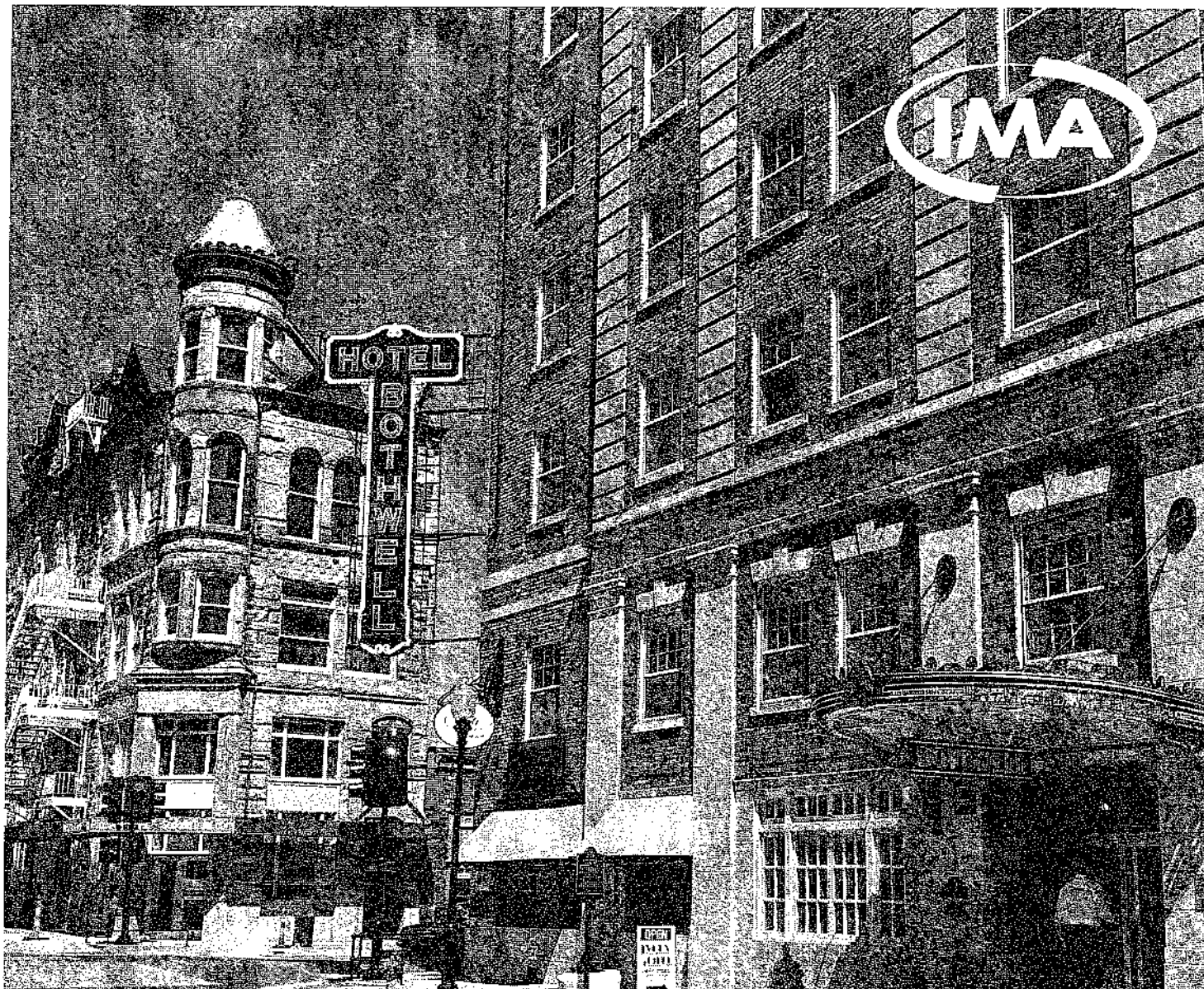
The City of Sedalia will not discriminate in the purchase of goods and services on the basis of race, color, creed, sex, handicap or national origin. Verbal quotations or quotations received after the closing date will not be accepted. This solicitation does not commit the City to award a contract, pay any costs incurred in preparing a proposal, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received, to negotiate with all qualified sources, or to cancel in part or in its entirety the solicitation or to extend the timetable contemplated herein when it is in the City's best interest. The City also may discuss this RFQ with individual firms, request revisions to proposals and negotiate changes to the terms of individual proposals.

Each company that responds to this RFQ will be advised whether or not it has been selected to provide services to the City. Companies will also be notified if additional information or clarification is needed so that each company's proposals can be fairly evaluated.

Please respond as outlined in this request for proposal and observe the following guidelines:

1. Respond to questions as directly as possible along with any supporting information you feel will be pertinent to these questions.
2. Written proposals (2 copies) must be received at our offices no later than 4:00 p.m. on July 1, 2022 – OR – Electronic proposal must be emailed and received by to bidresponse@sedalia.com no later than the stated deadline above. It is the responsibility of the sender to confirm with the City that the electronic copy was received.
3. Proposals not received prior to the date and time specified will not be considered.
4. Please mark all mailed packages or designate the subject of electronic submissions as applicable with "Insurance Broker / Consulting Services."

Submission of a proposal will be construed to imply agreement in advance to the services outlined in the enclosed materials. Brochures, photos, annual reports or any other appropriate printed material may be included in your proposal. The proposal package should be kept as brief as possible, however, with the subject areas clearly defined.



RESPONSE TO REQUEST FOR PROPOSAL
for Employee Benefits Brokerage & Consulting Services

July 1, 2022

City of Sedalia



Let's Cross Paths

IMACORP.COM



Shannon Ramey-Trull
Human Resources Director
City of Sedalia, Missouri
200 S. Osage Avenue
Sedalia, MO 65301
RFP-22-1300-02 Employee Insurance Benefits Consultant

To Whom it Concerns,

IMA is excited to submit this proposal to be considered as a Broker for Benefits Insurance and the 457 Deferred Compensation Plan to the City of Sedalia, Missouri ("the City").

Throughout this RFP response you will gain a clear understanding of how our team delivers exceptional client service and helps create high performing plans. Our team's consulting philosophy is rooted in three foundational components: Being educational and informative so clients can make well-founded decisions and following a strategic and active approach to plan management while also being transparent.

IMA has been providing benefits consulting services since it was founded in 1974. **IMA is the 3rd largest independently owned broker in the United States**. We have the industry presence and clout with carriers similar to our large publicly traded peers, however we have the independence of being Employee Owned and are able to focus on the needs of our clients rather than Wall Street demands. IMA has offices in 12 states, over 1700 associates and place more than \$5 billion in premiums annually. IMA has clients in all 50 states. We are most proud that we have a greater than 95% retention rate for both IMA employees and our clients.

Should you elect to partner with IMA, you will have a dedicated service team led by the IMA Government Practice Leader. The team described are the actual members that will service your account and will strive to be an extension of your team on an ongoing basis – accessible and supportive. This team understands that public sector employers require a sophisticated approach to employee benefits consulting. The IMA Government team is focused on public employers and understand the complex requirements involved in administering benefit programs in your challenging and unique environment.

Regarding plan management IMA places a high priority on continuing education and development for our team so that we can constantly develop and improve our expertise and be educational and informative to our clients. **In reviewing the information for this RFP we feel that there are some alternative programs for the City to consider based on the costs of the plan.**

Most importantly, we understand the public sector arena and the unique considerations and challenges faced by governmental entities, in addition to your priorities and value propositions. Public sector employment provides an unmatched experience in work/life balance, job satisfaction, career opportunities, tenure, and employee appreciation.

You, as plan manager, face unique challenges in balancing these considerations and managing those programs including the increasing need to compete with private sector employers for talented individuals to join your team. You need a partner that is a resource in support of your team. Fundamentally, working together maintaining rich benefits demands active management and creating proactive solutions.

While we continually review, vet, and recommend solutions that are intended to control future claims cost, our innovation in the Government space is one area that is starkly different from consulting on private sector clients. For the public sector, we seek out and deliver solutions that are a "Win – Win" for members and the plan and the plan coordinator alike. We focus heavily on strategies that are multi-faceted in their benefits: as an enhancement tool, that provide an improved member experience, and encourage behaviors that result in future savings to the plan. This ultimately helps to control costs and mitigate the need for substantial budget and employee contribution increases. By pursuing these types of strategies and controlling costs, everyone wins. The members are happy, the benefits are robust, and the members and management can count on a more consistent and controlled budget

Our Commitment to our public sector clients is simple. We place your priorities and needs at the center of our partnership. We will listen and hear you, and diligently work with you as an extension of your team. We will help you to be proactive and ultimately ensure the protection of your program.

This approach provides extensive value to our clients including:

- | | |
|---|---|
| + Enhanced employee experience | + Regulatory compliance |
| + Improved employee communication and engagement | + Proactive rather than reactive program management |
| + Plan protection and sustainability | + Insights into industry news and trends |
| + Human Resources staff support – meet deadlines, be informed, be enabled | + Applicable, actionable, and feasible solutions |

We confirm our commitment to deliver upon the scope of this RFP response and Cody Purdy is authorized to bind this proposal on behalf of IMA. All services will be delivered thoroughly, accurately, and timely.

Kindest Regards,



Cody Purdy
V.P., Practice Lead- Government Employee Benefits
IMA Financial Group, Inc.
IMA FEIN: 20-2557329



OVERVIEW

1. Describe your organization, its history and size (revenue and number of employees, number of licensed agents, and years in business) as well as location(s), and your organizations' business model.

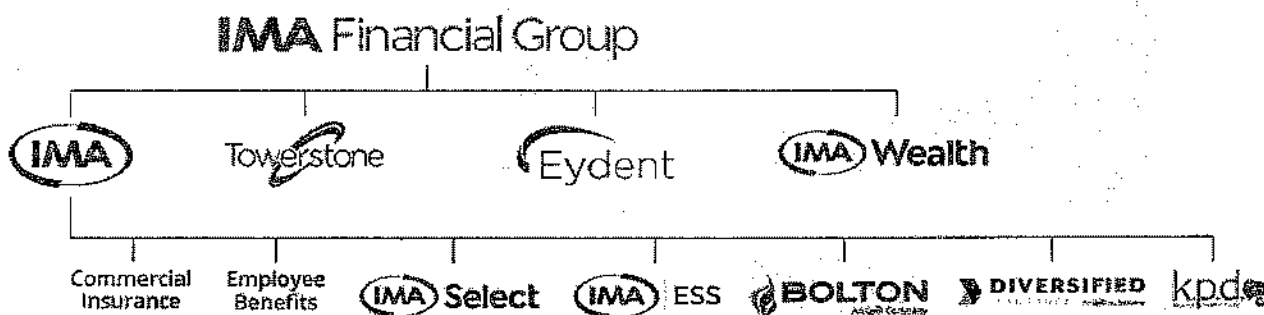
IMA HISTORY

IMA is a dynamic, diversified financial services company comprised of four entities: a retail insurance brokerage, a wholesale insurance brokerage, a financial management firm, and a program management firm. After more than 45 years, IMA remains independent and employee-owned, still charged with the ambitions of loyal associates who see the company's future as their own. Due to the global reach of IMA, our team members have access to an incredibly wide range of products and services.

Our goal in 1974 remains the same now, to be an innovative leader in the commercial insurance, risk management, surety and employee benefits brokerage & consulting industry company. IMA is the 3rd largest privately held broker in the country and the top 20 overall. Our employee ownership is specifically designed to eliminate silos within our business. Our producers, account teams and directors are incentivized to leverage and all resources across our business (whether from different offices, operating units, etc.) to help our clients.

Finally, IMA represents clients with employees and operations in all 50 states as well as those with assets or employees in countries around the world.

Structure & Footprint



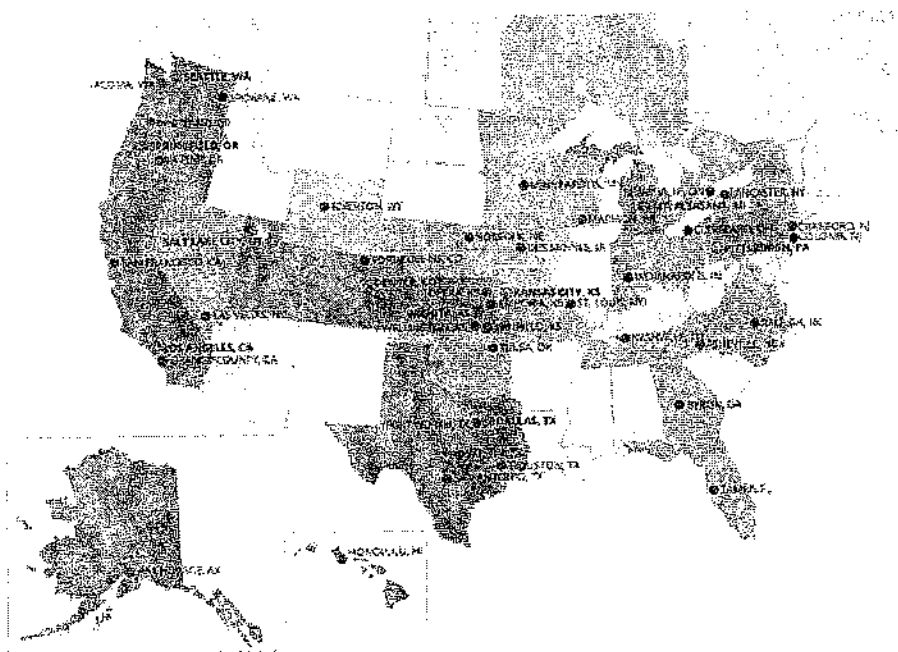
IMA services over 3,000 Employee Benefit accounts across the network.

IMA Fast Facts

- + Incorporated in 1974
- + 3rd largest privately-held broker in the country
- + 21st Largest Broker Overall
- + Employee-Owned
- + Over 1,700 employees – 150 in Kansas City
- + National in reach; local in service
- + Premium placements of over \$8 billion annually
- + Revenues in excess of \$450 million
- + Client Retention Leads the Industry at 95%
- + 8% Revenues invested in value-added client services – twice the industry average of 3.8%
- + IMA has clients with physical operations, exposures, and/or employees in every state in the U.S. as well as in over 100 countries around the world

IMA
REINVESTS
2X
NATIONAL AVERAGE
IN CLIENT SERVICES

EMPLOYEE OWNED
45 YEARS FOR OVER





IMA, INC.

IMA, Inc. is a **"Full-Service Broker,"** meaning that we have the capabilities to provide all broker services in-house, direct to our clients; not by outsourcing to a third party.

IMA Service Departments & Coverage Specialty Units:

- | | |
|--|--|
| + Insurance Consulting/ Brokering Services | + Data Privacy/Cyber Risks Specialty Unit |
| + Risk Management Consulting Services | + Aviation Risks Specialty Unit |
| + Enterprise Risk Management Consulting | + Surety Bonding Specialty Unit |
| + Employee Benefits Consulting & Brokering Services | + Global Risk Solutions |
| + Health Risk Management Service | + Online Service Center |
| + Retirement Program Advisory Services | + Online Safety Training |
| + Loss Control Services | + Online Certificates Program |
| + Claims Management Services | + Passport – Online Risk Management & Insurance Warehousing Site |
| + Contract Administration Services | + RMS System |
| + Compliance Services | + MyWave |
| + Alternative Risk Financing Services | + Mineral/ThinkHR |
| + Environmental Risks Specialty Unit | + People Analytics powered by CedarGate |
| + Executive Risks Specialty Unit | |

WHY PEOPLE WORK AT IMA

We don't make widgets or other tangible products. We deliver only intellectual capital, and the competition for attracting and retaining industry leading talent is fierce. The ability to offer ownership to prospective employees with the background and expertise to make a difference for clients is a key advantage in this competition and is a major selling point for employment at IMA. From The City of Sedalia's perspective, each member of your service team will have a vested interest in your satisfaction, which ultimately translates into better service.

Our culture naturally attracts talented people who are enabled and empowered to be innovators on our clients' behalf.

Developing a great culture requires transparency with employees and clear communication across the organization.



With a dynamic and ever-changing workforce, leaders need to be prepared to think strategically about how to develop an employee experience that speaks to their culture. In the end, IMA's culture naturally attracts talented people who are enabled to be innovators.

IMA COMMUNITY INVOLVEMENT

One of our guiding principles as an organization is to support and share generously within the communities in which we do business. IMA team members tutor students, deliver meals to the elderly, raise funds for cultural institutions, support the United Way, build homes, work to improve early childhood education, adopt schools, donate to reduce homelessness and volunteer at dozens of local organizations. This is demonstrated through the examples of our leadership, as well as the financial contributions of our corporation and the time dedicated by our employees. Of course, we do these things not for acclaim, but because we live, work, learn and play in our communities.

I MAKE A DIFFERENCE DAY

IMA's mission to make substantial change for the cities it supports was on display during I Make a Difference Day when eleven communities came together at once to make lasting improvements. Associates rolled up their sleeves and flew the IMA flag to show that corporate responsibility is everyone's responsibility.



IMA employees, families and friends donated approximately 1,500 hours across the country. It was the annual event's largest showing. Most importantly, IMA showed kids we care, beautified cultural icons and supported the disadvantaged.

THE IMA COMMUNITY ACTION COMMITTEE (CAC)

IMA employees formed the Community Action Committee (CAC) which facilitates opportunities for employees to support and volunteer with organizations, both during and after business hours.

THE IMA DIVERSITY & ACTION COMMITTEE (DEI)

Diversity, Equity & Inclusion Committees are in IMA's eleven major offices. They lead customized efforts to educate and inform associates on the DEI initiative, identify key community partnerships and liaise with the IMAFG Corporate DEI Committee. Additionally, we have communications team to assist in sharing these messages throughout IMA.

IMA'S BUSINESS MODEL REVOLVES AROUND PEOPLE.

WE KNOW OUR GREATEST ACHIEVEMENTS OCCUR WHEN WE WORK TOGETHER.



IMA WEALTH

MORE THAN JUST WEALTH MANAGEMENT.

IMA Wealth, Inc. ("IMA Wealth") is a wholly owned subsidiary of IMA Financial Group, an integrated financial services company specializing in risk management, insurance, and employee benefits. It is the sixth largest privately-held and employee-owned insurance broker in the country and employs more than 1,200 associates.



IMA Wealth is registered as an investment advisor and broker dealer with the SEC. IMA Wealth is a member of FINRA and is headquartered in Wichita, KS. We have additional offices in Dallas, TX, Denver, CO and Overland Park, KS. IMA Wealth has been servicing retirement plan clients since it became registered in August of 2001. Our services include providing investment management services pertaining to qualified and non-qualified retirement plans, as well as wealth management advisory services for a broad range of clients including individuals, trusts, and corporations.

At the core of everything we do is the belief that every person has the right to retire with dignity. With this belief as our guiding principle, IMA Wealth's mission is to inspire and empower our clients to confidently achieve their dreams.

We use our experience to peer into the unknown to help clients prepare for and manage the unexpected.

Our proactive fiduciary governance process helps businesses identify and mitigate their fiduciary liability.

We help individuals and families manage their wealth through thoughtful:

- + Insurance protection planning
- + Risk management
- + Investment management

TRANSPARENCY

Our only priority is our clients, and it is our fiduciary responsibility to put their interests first. We are able to remove conflicts of interest by not managing proprietary products or engaging in revenue sharing arrangements.

RESPONSIBILITY

IMA Wealth, Inc. serves as a fiduciary to 100% of our clients.

COMMUNITY

We are not passive observers of our world; our mission is to make a difference in the lives of our clients, our employees, and the communities we serve.

CLIENT-FOCUSED BECAUSE WE ARE MAJORITY EMPLOYEE-OWNED

IMA Wealth, Inc. is majority owned by our employees, which gives us the freedom to be advocates for our clients, offering solutions to their unique circumstances, not pushing the 'product of the week.

Our specialty is providing investment management services pertaining to qualified and non-qualified retirement plans, as well as discretionary wealth management for a broad range of clients including individuals, trusts, retirement plans, and corporations.

WEALTH MANAGEMENT | RETIREMENT PLAN CONSULTING

Retirement plan services represent a significant portion of our business; in fact, approximately half of our firm's revenue is derived from our retirement plan services practice. IMA Wealth, Inc. consulted on 199 retirement plans representing a wide range of plan types including:

- + 401(k)
- + ERISA 403(b)
- + 401(a) Profit Sharing
- + Defined Benefit
- + 457(b) and 457(f)
- + Non-qualified deferred compensation
- + Multiple Employer Plan (MEP)

IMA Wealth, Inc. advises on plans ranging in size from zero assets at the onset of our relationship, to the largest plans with over \$100 Million in assets.



2. Identify up to three specific instances where your business model has shown a benefit to your governmental entity clients.

We strive to collaborate with our clients to create a client-specific multi-year strategic plan that ensures your plan is being strategically and actively managed year-over-year. While we continually review, vet, and recommend solutions that are intended to control future claims cost, our innovation in the Government space is one area that is starkly different from consulting on retail clients. For the public sector, we seek out and deliver solutions that are a "Win – Win" for members and the plan alike. We focus heavily on strategies that are multi-faceted in their benefits: they enhance the benefits, provide an improved member experience and encourage behaviors that result in future savings to the plan. This ultimately helps to control costs and mitigate the need for substantial budget and employee contribution increases. By pursuing these types of strategies and controlling costs, everyone wins. The members are happy, the benefits are robust, and the members and management can count on a more consistent and controlled budget.

Our Commitment to our public sector clients is simple. We place your priorities and needs at the center of our partnership. We will listen and hear you, and diligently work with you as an extension of your team. We will help you to be proactive and ultimately ensure the protection of your program.

EXAMPLE 1

A specific example of our ability to be nimble, and collaborate innovatively, with a client would be our years of partnership with a non-profit community organization in Grand Junction, CO. We worked with this client to develop a direct partnership with Primary Care Partners physician practice to encourage a primary care medical home for Hilltop members. This improved access to primary care, created a plan design-incented program for high value care and strong focus on prevention, and allowed PCP physicians the opportunity to practice care delivery in a way that is restricted in most fee for service arrangements. This included the active promotion by the PCP of the use of patient decision aides by members to help avoid low value care utilization. Primary Care Partners was intimately involved in our strategic wellness planning and helped to implement and drive success in that program.

Over several years, the program proved valuable for all parties. Ultimately, this served as a sort of precursor to what would become the Monument Health Plan. Monument is a collaboration between PCP (and other primary care practices), St. Mary's hospital and Rocky Mountain Health Plan (now owned by UMR).

In partnership with the client (a very forward-thinking, community focused employer), IMA thoroughly vetted the solution and presented the necessary information to client. Ultimately it was decided the client would engage and were the first large, self-funded plan to sign on to the Monument offering. Through the review, implementation and ongoing engagement the IMA team worked hand-in-hand with Hilltop to ensure all needs were met. We knew the importance and value that the client placed in being a community leader and in supporting real, community focused solutions and we were proud to be a part of making that a success.

Simultaneous to our focus on meeting the needs of our client, we were able to collaborate with Monument Health to continue to develop and improve upon their solution. This ACO is now a core component of UHC's new ACO offering – Select CO.

Results – a plan covering a high costing employee demographic in a very high costing service area (western Colorado) has enjoyed less than 4% increase annually since 2012. The current PEPPY plan spend is in the top quartile nationally which means it outperforms over 75% of plans.

EXAMPLE 2

We recently ran a plan set-up and cost analysis with a client that was transitioned to an IMA Government team. We identified that the PPO plan and HRA plan were nearly identical in true cost to the employer (due to very low EE contributions on HRA plan and a high ER contribution to HRA) but the employee contributions were 30% lower on the HRA plan. The employer believed this was to drive the members to a lower costing plan, unaware that in fact the dual set-up was structured in a way that was costing them almost the same. We also identified that the PPO plan (as expected) continued to have nearly all the high-cost claimants even with the significantly higher contributions and offering the HRA dollars.

We collaborated to structure a plan for 2022 to implement an Accountable Care Organization (ACO) in the place of the PPO plan to better manage the high costing claimants that will undoubtedly remain on that plan. The ACO has better facility pricing at a hospital that has seen, on average over the last 3 years, over 45% of all facility claims in the PPO plan (and this is in a market with many hospital systems). We also reduced the ACO contributions slightly and increased the HDHP/HRA contributions by 10% to close the artificial gap between those plans. This strategy acknowledges our high utilizers will remain in the copay-based plan and puts in place a mechanism to better manage those members while also controlling plan spend. The HDHP/HRA participants will now "pull a little more weight" relative to their cost to the plan.

Results: This intentional, better-aligned plan is projected to save the client over 10% next year with no benefit take-aways, minimal contribution increase and many plan enhancements on the ACO plan (including \$0 member share on all PCP, virtual and other care).



EXAMPLE 3

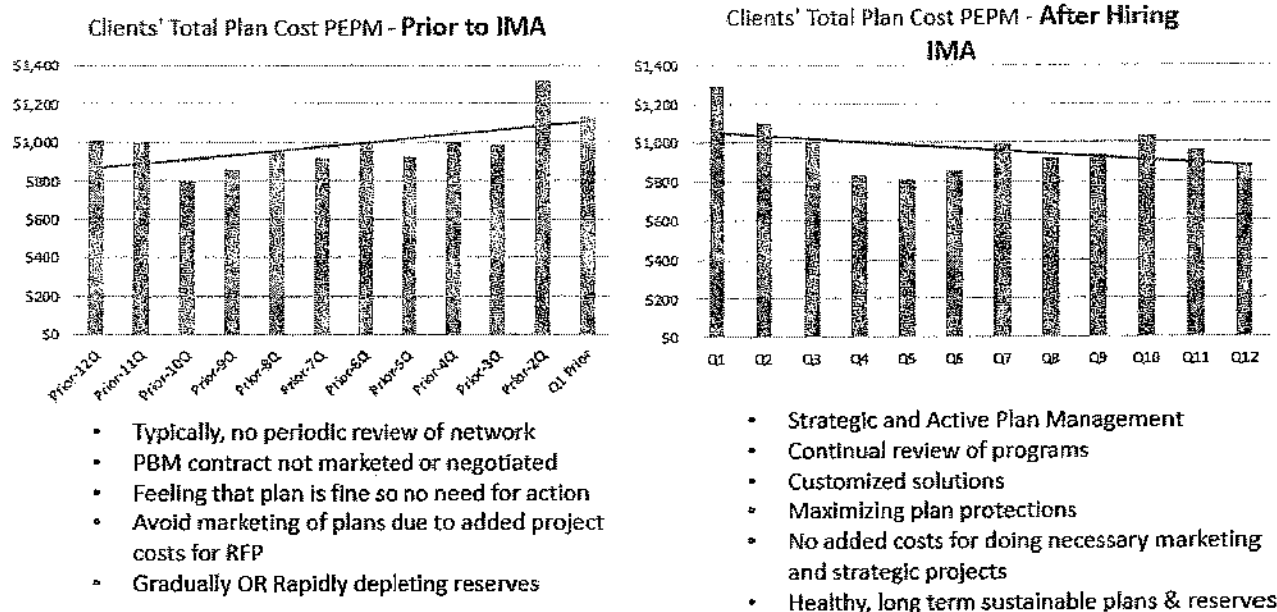
IMA has created a pooled program for public entities in Kansas. This has required detailed program analysis for existing IMA clients as well as dozens of other cities interested in the possibility of joining the group program. Our experience underwriters, captive managers, risk specialists and benefits consultants have collaborated with carrier partners to create a strong product offering. Participating employers realize the benefits of group purchasing while also retaining some amount of their own risk (positive or negative) in the underwriting of their specific plan offering at inception and upon renewals.

We are experts at helping our clients to structure their plan in a way that appropriately balances their appetite for risk, the level of fixed costs incurred, and protecting from catastrophic exposures.

The following chart, which illustrates the annual plan costs for this our clients in the 3 years prior to hiring IMA versus their first three years with IMA, proves that expertise and the value we bring to clients.

▶ ACTIVE MANAGEMENT DRIVES RESULTS

Comparison of clients' total Med/Rx plan costs for 3 years prior to hiring IMA versus the first 3 years with IMA*



Active Management Drives Results

COMPARISON OF CLIENTS' TOTAL MED/RX PLAN COSTS FOR 3 YEARS PRIOR TO HIRING IMA VERSUS THE FIRST 3 YEARS WITH IMA*

- | | |
|---|---|
| + Typically, no periodic review of network | + Continual review of programs |
| + PBM contract not marketing or negotiated | + Customized solutions |
| + Feeling that plan is fine so no need for action | + Maximizing plan protections |
| + Avoid marketing of plans due to added project costs for RFP | + No added costs for doing necessary marketing and strategic projects |
| + Gradually OR Rapidly depleting reserves | + Healthy, long-term sustainable plans & reserves |
| + Strategic and Active Plan Management | |

* Client results may vary based upon client-specific circumstances upon partnership engagement



3. Provide an overview of the account team that would be assigned. For each member of the team, provide highlights outlining qualifications and experience. Provide a summary of roles and distribution of responsibilities.

The team proposed for the City of Sedalia will be led by Nick White, Michael Condon, Kenra Black, Ursula Chapman, Marlee Newman, Cody Purdy, and Matt Cohan. This team (detailed bios below) have collaborated with each of their clients to establish highly personalized benefit programs that represent the individual values and objectives of those entities. The goal is to empower each client by setting in place a deliberate benefits strategy that employs active plan management. They will support unlimited benefit plan arrangements, provider network configurations and a full suite of health plan strategies to help make their clients' benefits as cost-effective as possible. This assigned team will all be actively and continually engaged in the ongoing management of the City of Sedalia benefits program. Our senior consultants are always available to their clients, working in constant collaboration with the other team members.



NICK WHITE
Producer

Nick has been in the insurance industry since 2003. He's held many roles on the insurance broker side including Commercial Lines Leader and Producer. He has spent his career working with national accounts on their evolving insurance placements. His ultimate responsibility is ensuring we deliver on the promises we make to clients from a service and overall client experience. He has a bachelor's degree in Finance and a master's degree in Business Administration. He is published in the Construction Financial Management Association magazine regarding "Builders Risk: Is Your Financial Interest Covered?"



MICHAEL CONDON
Producer

With more than 22 years in healthcare/medical sales, Michael comes to IMA with a consistent history of success with complex sales. This experience has gained Michael the ability to understand the process of addressing the needs and challenges a partner encounter within their business segment, and an ability to create solutions based on those needs. Michael's focus is in the areas of property management, construction, hospitality and industrial manufacturing. He is ultimately responsible for the coordination of engagement, strategic planning and client satisfaction. Michael is a graduate of Iowa State University with a degree in Marketing and serves on Kansas City community boards for Shawnee Mission East High School, Starlight Theatre and Children's Mercy Hospital for Red Hot Night.

Nick and Michael are the Relationship Managers. They will oversee the relationship between the City of Sedalia and IMA. They will be engaged in strategic discussions and offer input and support to ensure your objectives are achieved.



CODY PURDY

Practice Lead, IMA Taft Hartley & Government, Employee Benefits

Cody Purdy is the IMA Taft Hartley and Government Practice Lead and Lead Consultant and would be an advisor to the account and the strategic direction. He is responsible for managing and growing the IMA TH&G Practice and serving as the lead on select clients included in that block of business.

Cody has been with IMA since 2014 and has been engaged in employee benefits consulting for over 13 years. He has served in many capacities, beginning as a Benefits Analyst then promoted to Technical/Financial Consultant. He also spent 2 years as an Account Manager to round out his experience with the entire client cycle/experience prior to his promotion to Lead Consultant. His main focuses throughout his career has been on self-insured clients with both public and private sector clients, with a majority of them being public sector, as well as his current work in the multi-employer space. This broad experience allows him to understand, simultaneously, the nuanced differences between each but also the opportunity to identify and translate successful strategies across the spectrum.

Cody graduated from the University of Missouri-Columbia. Prior to his career in benefits consulting, he worked for a campaign and in official capacity for a State Senator. He has been involved in the Colorado Group Insurance Association, previously serving on the Legislative Committee. Cody is also an active member of the Self-Insurance Institute of America and the International Foundation of Employee Benefit Plans. Cody was a guest speaker at the May 2016 SIIA Taft-Hartley Executive Forum during which he discussed the importance and process of selecting the best benefits team of consultant and carrier partners. He has also presented at the SMART Great Plains Council meetings on the fiduciary status of Trustees and best practices to act as a "Prudent Person" with regard to structuring and managing a benefits program.

Cody and his team's work with one of our self-funded multi-employer plans resulted in a nomination in 2018 as Business Insurance US Insurance Awards, Broker Team of the Year (firms with less than \$500 million in US Revenue). The selection as one of 5 finalists was the result of the innovative solutions brought to the table that resulted in client going from near-insolvency to significant reserves (almost 2 years of plan spend in reserves) – effectively saving the plan for members.

Cody, the IMA Government Practice Lead, is the Senior Consultant. He will support Nick and Michael and will be responsible for overall relationship success, help crafting the strategic direction, providing executive support to the service team, and ensuring the day-to-day team is exceeding ' needs and expectations.

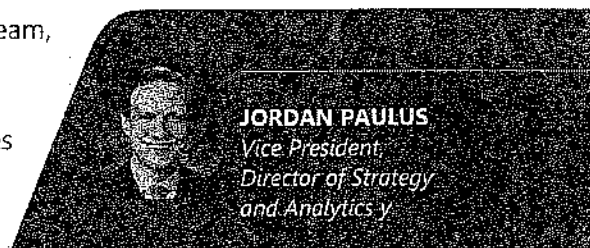


MATT COHAN

Account Executive/Unit Leader – Employee Benefits

With 20 years in the insurance industry and 5 years with IMA, Matt has extensive knowledge of employee health and benefits, focusing on self-funding, alternative funding, and cost containment strategies. This background allows Matt to consult and service his clients to help them mitigate risk and attract and retain the best people. Matt is the leader for the Kansas City Employee Benefits department. As the leader, Matt is also responsible for training and development, providing resources, and bringing innovative strategies to the KC Benefits department. Matt has a Bachelor's degree in Business Administration from the University of Florida.

In addition to the technical capabilities of your dedicated service team, IMA employs an in-house actuary. **Jordan Paulus**, Vice President, Director of Strategy and Analytics, is a Fellow of the Society of Actuaries (FSA) and Member of the American Academy of Actuaries (MAAA) with both credentials obtained in 2012. Jordan's career includes 10 years of experience as a consulting actuary, focusing on population health management, rate development, reserving, and other actuarial functions for employer-sponsored health plans, insurers, hospitals and provider groups.



Jordan leads IMA's analytics efforts including population health management and people analytics, as well as leading our analyst teams during the development of risk management strategies, plan design and funding strategies, claims projections and reserving. These actuarial functions are included within IMA's standard scope of services at no additional cost.



KENRA BLACK
Account Executive

Kenra Black joined IMA five years ago after working in human resources in both the public and private sector with oversight of the employer's benefit portfolio for over 20 years. During her time as a human resource professional, she most enjoyed identifying and implementing creative strategies to meet the goals of her employer. Kenra started at IMA in the Wichita office as an Associate Account Executive/Senior Account Manager. In 2018, Kenra and her husband moved to the Kansas City area to be near family and she transferred to the IMA Kansas City office. During her time as a Senior Account Manager, Kenra worked in the multi-employer space as well as municipalities, finance and manufacturing. In 2019, Kenra was promoted to Account Executive and works primarily in the 100-3,000 employee space with focus on self-insured clients in both the public and private sector. Kenra's strong project management skills are valuable in guiding employers through the process of designing and managing a benefit plan.

Kenra is the Account Executive and the "quarterback" of the account team.



URSULA CHAPMAN
Employee Benefits Account Manager

Ursula joined the Employee Benefits industry in 2013 and has enjoyed administrative and account management roles in small, local brokerage firms as well as a large national firm. As Account Manager, she is responsible for the day-to-day service needs, relationship management, and overall communications and education for our clients and their employees. She will utilize a wide array of resources to ensure our clients are comfortable in their daily benefit management needs and will work in conjunction with her IMA Account Executive to help clients achieve mutually agreed-upon benefit goals and communication strategies.

Ursula is the assigned Project Manager and will be responsible for all project planning and management. Her experience and expertise help guide your dedicated team to create a customized strategic plan that addresses the unique needs and nuances of managing a plan for city staff. As the lead project manager, Ursula will support the City of Sedalia Missouri team through all major projects throughout the annual client lifecycle.



MARLEE NEWMAN
Account Analyst

Marlee Newman is an Account Analyst with IMA Group assisting in the Employee Benefits department. Before joining the Employee Benefits team at IMA as an Analyst, Marlee spent five years as an Account Manager for a local benefits administration company and most recently gained experience implementing and building benefits management platforms for employers of various sizes within the Human Capital Management (HCM) industry. Marlee has a Bachelor of Arts degree in Communication and Media Studies from the University of Missouri – Kansas City.



4. Is your firm privately or publicly held?

IMA IS EMPLOYEE OWNED

WHY EMPLOYEE OWNERSHIP SHOULD MATTER TO THE CITY OF SEDALIA, MISSOURI?

IMA is one of the fastest growing and largest brokers/consultants in the U.S., and our ownership structure is the cornerstone of our success. Employee ownership is a crucial difference between IMA and other private or public insurance brokers. Our ownership structure has enabled us to maintain a model focused on service and value rather than simply sales. The following results from our ownership structure are critical for The City of Sedalia, Missouri to understand:

- + **Reinvestment in Our Company** IMA has always maintained the belief that reinvesting profits into talent, services or resources will ensure stronger client relationships and help retain clients on a long-term basis. We are not constrained to deliver excessive profits on a quarterly basis to ensure viability. Reagan Consulting, a financial & management consulting firm that specializes in services for insurance agencies, recently performed a national survey of the top 350 brokers. The survey was performed to provide benchmarks for best practices and services provided to accounts generating a minimum of \$250,000 in annual premiums. The resulting data indicated that the typical independent brokers invest 3.8% of revenues into value added services, while IMA invests 8%. **In other words, IMA invests more than 2 times the national average into value added services & resources for its clients.** This fact is due to our ownership structure and service philosophy.
- + **Attracting & Retaining Talent** Our business is essentially the delivery of intellectual capital, and the competition for attracting and retaining talented individuals is fierce. Offering employees ownership is a key advantage in this competition and is a major selling point for employment at IMA. From your perspective, each IMA employee that works with you will have a vested interest in working with you, and we believe this translates into better service. Our culture naturally attracts talented people who are enabled to be innovators.
- + **Ownership Culture** Ultimately, owners think differently about the services and products they deliver to clients. As an employee-owned organization, IMA associates have a personal stake in maintaining successful partnerships with our clients. This fosters a positive culture that our clients feel through superior service.

COMPANY MISSION, VISION AND VALUES

IMA's ownership structure serves as the foundation to our mission, vision and core values. As an employee-owned organization, IMA is unique in the insurance brokerage marketplace. Ultimately, owners think differently about the services and products they deliver to their clients. Each IMA associate has a personal stake in maintaining successful partnerships with our clients. We have an entrepreneurial, non-bureaucratic, creative approach to assist our clients in meeting the objectives of their employee benefits and risk management programs.

One of our guiding principles as an organization is to share generously within the communities in which we are doing business. That is why we created the IMA Community Action Committee and IMA Foundation, to ensure that we are giving back in a meaningful way.

5. Describe the professional liability coverage carried by your organization and provide certificate(s) of insurance where applicable.

Financial protection of our firm is a critical concern that we take very seriously. As such, we maintain all proper insurance coverages and limits that provide us with security and peace of mind. We carry in excess of \$10 million in Professional Liability/Errors & Omissions coverage with an A+ rated insurer.

6. Provide a list of references with at least 5 clients, their addresses, phone numbers and contact persons with estimated employee size, time period served, and type of insurance brokered.

CITY OF PITTSBURG, KS Daron Hall , City Manager 620.231.4100 daron.hall@pittks.org	200 Employees
SEDGWICK COUNTY, KS Lindsay Poe Rousseau , CFO 316.660.7141 lindsay.poerousseau@sedgewick.gov	3,000 Employees
CITY OF GOLDEN, CO Kristen Meier , Director of HR 303.597.5209 kmeier@cityofgolden.net	200 Employees
LYON COUNTY, KS Kristen Meier , HR Director 620.341.3252 jhuffman@lyoncounty.org	250 Employees
CITY OF COMMERCE CITY, CO Jen Lorenzen , Human Resources Manager 303.289.3774 jlorenzen@c3gov.com	350 Employees



7. How does your organization make sure that any Insurance Company, Fund, Trust or other alternative option is adequately capitalized to pay claims and protect the City of Sedalia and its Tax Payers from the additional risk of assessment or expenses beyond premiums paid?

Every effort will be made by IMA to place the City of Sedalia's insurance coverage with companies that have displayed evidence of being in solid financial condition and size as determined by recognized rating agencies such as A.M. Best.

IMA consistently evaluates our insurance carriers and service providers with strict adherence to an internal due diligence and ongoing annual compliance process. IMA's process of compliance ensures our clients are only offered quality and reputable companies and is a critical part to our internal audit procedures. For an insurance carrier or service provider to be approved for placement on behalf of an IMA client, each company/insurer must meet or exceed the standards set forth in the categories listed below.

- + Top tier financial strength rating requirement (e.g., A "excellent" or "superior" with major rating agencies)
- + Market reputation: We seek established companies with a noted history of solvency, success, and service.
- + Appropriate state licensure
- + Leadership relationship with IMA
- + Appropriate and adequate Errors & Omission insurance
- + Review of current/existing or future litigation

8. Are there any judgements, claims or suits pending or outstanding against you? If yes, submit details.

There are no ongoing judgements, claims, or suits against IMA or any of our affiliates.

9. List the address from which the City's account will be handled.

IMA Kansas City
51 Corporate Woods
9393 West 110th Street Suite 600
Overland Park, KS 66210
www.imacorp.com

10. What other resources or value adds does your firm offer?

SELF-FUNDING EXPERTISE

Self-funding a plan brings added flexibility and control that enable an employer to both enhance employee benefits experience while also working to control plan costs.

Cody Purdy and his teams have significant experience and a proven strategic process for helping clients evaluate and transition from fully insured to self-funding arrangements. A successful strategy requires the client be well informed on the nuances of self-insuring, cash flow, reserves, IBNR considerations, the variable nature of the claims cost, etc. Most importantly, a successful strategy will be to structure your funding in a way that protects the City of Sedalia from under-funding in year 1 while simultaneously being cost effective relative to fully insured. Our educational and informational approach to this process ensures our client is comfortable, confident, and prepared for this transition and ultimately set-up for success.

Your assigned team are experts in managing self-funded plans as is evidenced by our significantly better than average plan performance across our book of business. We have the experience, expertise and tools (actuarial modeling tool, plan analytics) necessary to help our clients structure high performing plans. We continually review plan performance, identify cost drivers and recommended solutions, measure the effectiveness of solutions and more in the ongoing management of the plan.

We are experts in the following plan components and pride ourselves on educating and informing our clients throughout our annual consulting activities:

1. **Stop Loss** – contract provisions, financial security of vendors, underwriting nuances, plan risks/exposures, deductible threshold, risk limitation solutions
2. **Pharmacy Benefit Manager** – effective marketing, contract reviews, market forces/dynamics, cost containment solutions, member impact of solutions, etc
3. **Networks** – analyzing competing networks in a region generally or specific to client data, matching narrow network solutions to client needs, effectively utilized carve-out strategies, payment reform models
4. **Budgeting** – utilizing predictive analytics to set funding confidence thresholds, experience underwriting that allows for more precise cost projections, appropriately accounting for changes in risk and claims exposure
5. **Plan set-up** – ensuring appropriate plan design/contribution set-up, bringing targeted point solutions to address cost drivers, vetting and presenting innovative solutions, prioritizing member experience, and much more

Cody Purdy's work as lead consultant has been nationally recognized. He and his team's work with one of our self-funded multi-employer plans resulted in a nomination in 2018 as Business Insurance US



Insurance Awards, Broker Team of the Year (firms with less than \$500 million in U.S. Revenue). The selection as one of 5 finalists was the result of the innovative solutions brought to the table that resulted in the client going from near-insolvency to significant reserves (almost 2 years of plan spend in reserves) – effectively saving the plan for members.

TECHNOLOGY/BENEFITS ADMINISTRATION

Technology has become an integral component of designing and implementing an effective benefits program. The technology marketplace is complex and constantly evolving.

Most organizations lack the internal resources to fully implement all the features that may be available to them. As a result, many technology solutions fail to meet their intended objectives. Technology can deliver significant value, but only if the appropriate technology is selected and properly implemented. There are dozens of vendors available, but only a select few will likely align with your objectives.

IMA's approach is significantly different from many of our competitors. Many brokers will partner with a single vendor and strive to get their client to adopt this offering, but this approach assumes all clients want and need the same solution. IMA uses an agnostic approach with technology, supporting our clients based on their unique requirements. IMA has internal and external resources to help us assess, implement and negotiate pricing with benefit administration platforms. We can assist in setting up all necessary interfaces.

REINVESTMENT IN OUR COMPANY MEANS MORE VALUE-ADDED RESOURCES FOR OUR CLIENTS

IMA is one of the fastest-growing brokers/consultants in the U.S. and our employee ownership structure is the cornerstone of our success. Employee ownership is a crucial difference between IMA and other private or public insurance brokers. That structure has enabled us to maintain a model focused on service and value, rather than simply sales.

IMA has always maintained the belief that reinvesting profits into talent, services or resources will ensure stronger client relationships and help retain clients on a long-term basis. We are not constrained to deliver excessive profits on a quarterly basis to appease Wall Street analysts. Reagan Consulting, a financial & management consulting firm that specializes in services for the insurance industry, recently performed a national survey of the top 350 brokers.

The resulting data indicated that the average investment into value-added resources equates to 3.8% of revenues, while IMA invests 8%. In other words, IMA invests more than 2 times the national average into the resources and services that create value for our clients.

NATIONAL RESOURCES

IMA is extremely fortunate to employ technical experts from most all risk management and employee benefits disciplines the City of Sedalia may require. These resources are extremely powerful for not just our clientele but our service teams as well.

Specific to your assigned service team, our core differentiator lies in the combination of the team's consulting philosophy and their expertise and ability to deliver upon that day in and day out. That philosophy is rooted in two foundational components: Being educational and informative so that our clients will make well-founded decisions following a strategic and active approach to plan management. We passionately believe in our team's ability to bring knowledge and integrity, while challenging conventional thinking to provide the City a **customized client experience**.

- + As the City of Sedalia seeks to manage benefit program cost, we will work with you to identify solutions that bring savings while providing valuable benefits to your employees.
- + Our focus on servicing public entity clients arms us with the expertise to be collaborative partners with the City
- + In addition to bringing expertise in the design of big picture strategies & solutions, we believe in building a relationship with the City of Sedalia as a trusted extension of your team. Our goal is to bring a concierge client service experience that is designed to help solve for the everyday issues and the administrative challenges that you may face from claims questions to compliance guidance to systems support.

This approach enables and encourages a customized client experience, especially regarding strategic planning. We do not believe in a one-size-fits-all approach or promote strategies/solutions that are simply the trending strategy du jour. We use our client's own data, our knowledge of their priorities and needs, and a collaborative approach to target solutions to each client. Subsequently, we provide ongoing measuring of the overall program and specific solutions to determine whether to continue or adjust. This is all guided by a collaborative, client specific strategic plan.

Equally important, your service team is exceptional at providing high touch customer service. They seek to provide expertise and support delivering value to your team.



11. Outline services that would be implemented in a Long-Term Plan if selected as the broker of record. Provide specific examples, and any extra costs associated with such services.

IMA, INC.

IMA, Inc. is a **"Full-Service Broker,"** meaning that we have the capabilities to provide all broker services in-house, direct to our clients; not by outsourcing to a third party. The services that IMA will provide the City of Sedalia throughout the length of the partnership:

STRATEGIC SERVICES YOU CAN EXPECT FROM YOUR IMA SERVICE TEAM

HEALTHCARE AND EMPLOYEE BENEFIT PLAN STRATEGIC CONSULTING

- + Establishing goals and objectives for plan performance
- + Plan design, analysis and recommendations
- + Monthly claim and cost reporting as well as annual benchmarking reports
- + International Benefits Consulting and Brokerage
- + Regularly scheduled meetings
- + Establishment and monitoring a Client Service Plan

LEGAL AND REGULATORY COMPLIANCE

- + Regular briefings (i.e., e-mail, newsletters, webinars, etc.) of current and developing compliance issues
- + Summary Plan Document (SPD) review and recommendations
- + Annual compliance review
- + Assist in meeting compliance requirements
- + Legislative and regulatory updates and analysis
- + Coordinate ERISA Form 5500 preparation

EMPLOYEE ADVOCACY

- + Assist and advocate in answering benefit questions, resolving claim issues and provider billing errors
- + Assist in day-to-day plan administration functions

VENDOR PARTNER MANAGEMENT

- + Annual benefit plan renewal and underwriting negotiations
- + Vendor partner plan marketing
- + Healthcare Provider (PPO) network geography and disruption analysis
- + RFP design, development and management of bidding
- + Partner plan implementation and transition management
- + Partner contract review, performance evaluations and industry comparisons

WELLNESS & HEALTH RISK MANAGEMENT CONSULTING

- + Health Management Strategy Assessment & Consulting
- + Analysis and recommendations for employee engagement
- + Participation in meetings with Wellness/Benefits Committee Development and monitoring of Health Risk Management strategic plan
- + Employee communication of program Coordinate Health Risk Assessments/ Biometric Screenings. (Vendor charge is not included)
- + Self-Insured Medical/Dental
- + Life Insurance -- Employee & Dependents (Voluntary & Company Sponsored)
- + Accidental Death & Dismemberment (Voluntary & Company Sponsored)
- + Vision
- + Short Term Disability
- + Long Term Disability
- + Employee Assistance Program
- + Wellness Program
- + Disease Management
- + FSA/HSA
- + Arrange and coordinate any meetings as may be needed between appropriate benefit/health insurance underwriters or service providers and the City's for the purpose of presenting the City of Sedalia's self-insured medical, stop loss and ancillary programs.
- + IMA will present deliverable(s) to the City of Sedalia in an understandable format, including a professional analysis and recommendation for selecting an insurer, TPA or managed care network.
- + IMA will provide analysis to the City of Sedalia on plan design and review existing programs to meet program benefit objectives.
- + We will advise and assist in reviewing contracts, plan documents, policies and other documents for applicability, accuracy and consistency.
- + Provide reviews of the City of Sedalia's Employee Benefits Program on a continuing basis to ensure that those plans are in compliance with federal requirements and their adequacy of benefits with respect to other plans.
- + Recommend alternative benefit designs or delivery systems as dictated by emerging plan costs or benefit practices.
- + Assist the City of Sedalia in the preparation of appropriate marketing and underwriting information to be submitted to potential insurers and/or third-party administrators.
- + Negotiate the most favorable rates on behalf of the City of Sedalia.



- + Monitor existing policies for renewal dates and provide the City of Sedalia Missouri with timely recommendations and service, to include obtaining and presenting renewal quotations and alternative coverage quotations if renewal is not possible or desirable, in order to facilitate the continuity of coverage.
- + Validate policies meet the terms and conditions that were negotiated.
- + Provide cost containment programs to ensure reduced risk of increased costs by maintaining competitive benefit program.
- + Assist in 5500 filing by collecting all schedules.
- + Prepare Benefit Statements for the City of Sedalia's employees as requested.

IMA will function as the City of Sedalia's primary contact with the benefit/health insurance market by identifying and analyzing viable carriers and vendors to meet the City of Sedalia's third-party administration, stop loss and ancillary needs.

EMPLOYEE COMMUNICATIONS

- + Planning and Implementation of complete employee communications to maximize benefit awareness and assist in overall cost containment
- + Provide support for employees on unresolved benefit/claim questions

BENEFIT ANALYSIS (ANCILLARY LINES) Consultation on Plan Designs:

- | | |
|-------------------------|--|
| + Self-Insured Plans | + Long Term Disability |
| + Medical/Dental | + Travel/Accident |
| + Short Term Disability | + Special Risk Coverages |
| + Vision | + Retirement |
| + Group Life/AD&D | + Evaluation of Other Specific Needs or Problems |
| + Section 125/FSA/HSA | |

ONGOING SUPPORT AND SERVICES

- + Assist in educating employees on new plan design
- + Coordinate enrollment of employees and dependents
- + Ongoing compliance assistance with state and federal requirements
- + Provide our online benefits newsletter (IMA Update) published on a bi-monthly basis

COMPLIANCE

- + Provide IMA Legislative Updates, as appropriate
- + Provide online Administrative Guides for HIPAA, FMLA, COBRA, Section 125, and HIPAA Privacy

BENEFIT ANALYSIS (HEALTH PLANS)

- + Consultation of plan design and changes
- + Benefit comparison and cost analysis
- + Review and/or implementation of complete cost containment procedures

CLAIMS DATA ANALYTICS FROM CLOUD-BASED DATA WAREHOUSE

- + Utilization Analysis in Comparison to Norms
- + Conduct Data Financial Analysis
- + Perform Plan Design Modeling
- + Conduct Claims Drill Down Capabilities
- + Prepare & Present Physician, Clinic, and Hospital Disruption Analysis
- + Present Wellness, Preventive Health and Lifestyle Related Claims Analysis

ANNUAL CLIENT SERVICE PLAN

Once a strategy is developed, IMA will establish a meeting to finalize an Annual Service Plan specific to the City of Sedalia. Although it seems like a simple idea, many years ago we implemented an automated Annual Client Service Plan to ensure delivery of the promises that we make to our clients and manage all services provided by each selected vendor. IMA will develop a customized Annual Client Service Plan for the City of Sedalia Missouri to formalize responsibilities, with a timeline so all parties can be assured of transparency and accountability. Typically, we schedule quarterly meetings to review plan performance, discuss goals and objectives, plan for upcoming renewals, and coordinate enrollment meetings. Regardless of the task, the Annual Client Service Plan is the key tool we utilize to continuously evaluate our relationship with clients as well as adapt to changing client needs. In addition, this is a useful tool to benchmark the service we deliver throughout the year. The following is a sample Annual Client Service Plan for the City of Sedalia:

EMPLOYEE BENEFIT SERVICES

1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
January <ul style="list-style-type: none">+ CedarGate Dashboard Set-Up Meeting+ Wellness Strategy Meeting	April <ul style="list-style-type: none">+ IMA Year-End Utilization Review+ Final Strategy Meeting (if needed)	July <ul style="list-style-type: none">+ OE Communication Planning Meeting+ Vendor Initial Implementation Meeting (if needed)	October <ul style="list-style-type: none">+ Open Enrollment+ TPA Marketing Project Kick-Off Meeting (if needed)
February <ul style="list-style-type: none">+ Q1 QBR+ Strategy Meeting+ Communications Planning Meeting	May <ul style="list-style-type: none">+ Q2 QBR+ Lincoln Year-End Utilization Review+ ESI Year-End Utilization Review	August <ul style="list-style-type: none">+ Final Renewal Meeting+ Q3 QBR	November <ul style="list-style-type: none">+ Open Enrollment+ Pre-Strategy Planning Meeting+ Q4 QBR
March <ul style="list-style-type: none">+ Compliance Review	June <ul style="list-style-type: none">+ Renewal Meeting	September <ul style="list-style-type: none">+ IMA Mid-Year Utilization Review	December



1. Provide an overview of your approach to strategic planning.

We recognize that each of our clients has different goals and objectives for their benefits program. These can range from financial considerations to a focus on a culture-driven employee experience – and all points in between. Our Consulting team collaborates with each client to establish a highly personalized benefit program that represents the individual values and objectives of that organization.

The IMA Government team's approach to developing strategy for our clients is one established in our proven-effective consultative philosophy. That philosophy is rooted in two foundational components: being **educational and informative** so clients can make well-founded decisions and following a **strategic and active approach** to plan management. We do not believe there are any "silver bullet" or single solutions that work for all clients. We understand that one size does not fit all, and it is our goal to collaborate with our clients to create a customized multi-year strategy.

We want our clients to feel empowered to thoughtfully establish their benefits strategy and to be active plan managers instead of being in a position of having to make reactive benefit plan decisions that may adversely impact their employees and their brand. Thus, the starting point for the development of a strategic plan is with an evaluation of the current state of the benefit program.

The areas of review for this strategic planning exercise include, but are not limited to, the following:

- | | |
|--|---|
| + Plan Sponsor evaluation, including Voice of the Employee survey results (if applicable). | + Engagement with the IMA People Analytics & Modeling tool and a compliance evaluation. |
| + Employee Demographics, including industry, location and generational differences along with benchmark evaluations. | + Engagement with the [IMAFG Company] Resource Group for compliance tools and resources related to ACA, ADA, regulatory plan limitations, HSA/HRA regulations and the state/local regulatory landscape. |
| + IMA People Analytics and market and industry trends along with "top performer" strategies and utilization evaluations. | |

After the completion of this baseline evaluation, our Consulting team utilizes innovative critical thinking to propose solutions that form the foundation of the multi-year strategic plan. As these solutions are evaluated and implemented, we integrate related comprehensive performance measurement tools into the strategic plan.

The multi-year plan is refined over time based on an evaluation of the client's shifting goals and objectives, benefit plan utilization patterns, demographic changes, compliance concerns and market trends. We conduct a Strategy & Trends Meeting with every client each year where the multi-year strategic plan evolves in those areas. We also revisit the strategy when the client's annual strategic initiatives are identified.

The following illustrates a Sample 3-Year Strategic Plan:

INCREASING MEMBER ENGAGEMENT/ACCOUNTABILITY AND DRIVING BEST PLACE OF CARE

2022	2023	2024
OVERALL <ul style="list-style-type: none"> + Maximize on current offerings – Vendor Summit – Re-promote programs – Find efficiencies – Identify collaboration opportunities + Wellness review + Explore Mental WellBeing solutions + Focus on place of service MEDICAL/RX PLAN <ul style="list-style-type: none"> + Renew TPA/PBM Renew Carrier <ul style="list-style-type: none"> – Price out Silver Sneakers + Market Stop Loss + Review Clinical Recommendations – PBM ANCILLARY <ul style="list-style-type: none"> + Market – life/DI + Market Vision – leverage renewal 	OVERALL <ul style="list-style-type: none"> + Continued development of Mental WellBeing strategy and programs + Continued focus on place of service MEDICAL/RX PLAN <ul style="list-style-type: none"> + Ongoing Med/Rx performance review, plan updates + Renew TPA + Review PBM for 1/1/2023 Effective Date + Renew Retiree solution Market Stop Loss + Review network options + Measure performance of Onsite clinic ANCILLARY <ul style="list-style-type: none"> + Market Dental + Market Review for City of Sedalia effective date 	OVERALL <ul style="list-style-type: none"> + Measure performance of WellBeing Strategy + Measure performance of place of service solutions implemented MEDICAL/RX PLAN <ul style="list-style-type: none"> + Ongoing Med/Rx performance review, plan updates + Review plan design set-up Explore new industry strategies ANCILLARY <ul style="list-style-type: none"> + Negotiate Renewals <p>* Indicates year of project rather than implementation</p>



The following chart illustrates the reality that one size does not fit all. Built initially as an internal review to measure the effectiveness of both the strategies in play and our general consultative philosophy, it illustrates well that targeting solutions to individual client wants/needs is the most effective way to control plan spend. While no two clients have the same strategies in place, they all realize better-than-trend plan performance year over year.

	Client A	Client B	Client C	Client D	Client E	Client F	Client G	Client H	Client I	Client J	Client K
STRUCTURAL PLAN MANAGEMENT											
Evaluate Rx Contract Terms	X	X	X	X	X	X	X	X	X	X	X
Evaluate Stop Loss Contract Terms	X	X	X	X	X	X	X	X	X	X	X
Review Network	X	X	X	X	X	X	X	X	X	X	X
Budget and Reserve Strategies	X	X	X	X	X	X	X	X	X	X	X
Annual Marketing/Price Negotiations	X	X	X	X	X	X	X	X	X	X	X
PLAN SET-UP, ONGOING MANAGEMENT											
Telemedicine (member share)	X	X					X	X		X	X
Telemedicine (\$0 member share)			X	X	X	X			X		
HDHP Option	X	X	X	X	X	X	X	X		X	
HDHP Only											
On-site/Near-site Clinic								X			
ACO						X					
Reference-Based Pricing									X		
Value-Based Plan Design	X		X	X		X		X	X	X	X
Narrow Networks			X								
Centers of Excellence (incented)	X			X		X					
Rx Strategies	X	X	X		X	X	X	X	X	X	X
Advocacy Tools				X		X		X			
Utilize Data Warehouse Solution	X	X	X	X	X	X	X	X	X	X	X
Spousal Surcharge or Exclusion			X	X							
Year-Over-Year Trend	2.46%	-0.30%	4.10%	3.00%	3.20%	5.00%	4.70%	0.90%	-11.00%	3.40%	2.80%

This strategic approach is multi-faceted. We partner with our clients to combine this philosophy with each client's specific goals and wants, benchmarking, and a significant amount of client-specific data.

2. What technology resources or knowledge does your company offer clients to streamline or improve their administration? Is there an additional cost?

For the last decade, improvements in technology have driven and transformed the development of industries worldwide. Employee benefits is no exception. For example, open enrollment processes have been significantly affected by these advancements. Employers can now choose from a variety of flexible online portal options to offer information access and enrollment based on their company's unique needs. We have found that a single solution does not work for every employer, which is why we have chosen to offer multiple options.

IMA would tailor the communications to match exceed the expectations of the City of Sedalia Missouri and, just as important, the communication preferences and tools your employees are most comfortable with. Since this can vary significantly based on population and generation, we offer a variety of communication resources, including newsletters, mailers, digital video, email, handouts, articles, Brainshark presentations, Call Centers and online communications.

The majority of our communication tools to reach client employees are technology-based.

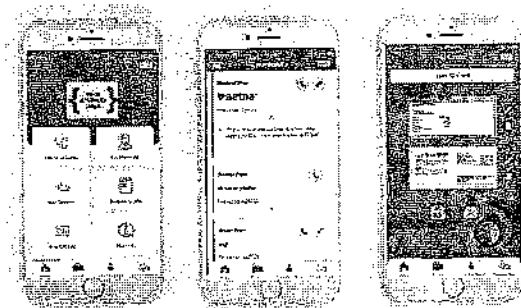
EMPLOYEE COMMUNICATION

IMA helps clients to develop employee engagement and communication/education strategies that provide informative content in a variety of deliverables from app-based communication hubs to unique print material. With the development of this content, IMA can coordinate with specialized vendors for graphics and technology fulfillment support, if needed. In addition, IMA has included in the proposed scope of services access to the IMA app (powered by Strive) should the City of Sedalia want to utilize as a communication medium.

IMA MOBILE APP

The IMA app (powered by Strive) provides employees and their enrolled family members with a myriad of resources available via phone, app, or website. This gives employees and their dependents the freedom of self-advocacy and educated decisions around healthcare.

- + Links to all benefits information and contacts
- + Integrated benefits such as telemedicine, advocacy and wellness
- + Plan details
- + Ability to store ID cards
- + Connections to savings apps such as GoodRx
- + Plan balances connected real-time (carrier data integration permitting)
- + Upload & access to The City's custom benefit guide
- + Find a provider feature
- + Push notifications





HRIS & BENEFITS ADMINISTRATION SYSTEM SUPPORT

For clients seeking assistance in supporting current HRIS & benefit administration systems or implementation of a new system, IMA's approach to benefits technology starts with understanding each client's needs and future goals. IMA is platform agnostic when trying to find the right fit for each client's unique situation. We have relationships with key platforms and providers based on our market experience and diverse client needs.

Internally, IMA is a wholesaler of Employee Navigator and PlanSource with a designated team supporting all aspects of the system. If a client requires a more robust benefits administration platform, IMA will leverage established relationships with other industry platform solutions. If other services outside of Benefits Administration are required (payroll, timekeeping, performance, etc.) IMA will refer to a preferred technology consultant or payroll partner.

3. What resources or tools do you offer your clients to benchmark or compare their plans' performance or costs with other organizations of their size and in their geographical area?

BENCHMARKING

While we work with each client to create a client specific strategic plan, we understand the value of thoroughly reviewing and utilizing various benchmarking metrics. Timely and germane benchmarks can help clients make more informed decisions on plan set-up and structure, plan designs, benefits to be offered, and guide their strategic planning. We also believe it can be valuable in supporting decisions previously made by plan managers, demonstrating the value and performance of the benefits program to leadership and employees alike, and aiding in the recruitment of new employees.

IMA provides custom benchmarking for employer groups that will provide consistent year-to-year data, reporting formats and comparative benchmarks. This highly meaningful yet understandable information enables us to work together with your data in a continuous, interactive manner as plan management issues arise. IMA will make available to the City of Sedalia benchmark data from all leading consulting organizations and resources available locally and nationally. Contrast this with national brokers who are required to only utilize certain sources regardless of group size and location. The following are our most common sources, but we can modify our benchmarking to use any sources that the City of Sedalia would require:

Mercer Benchmarking Data

MSEC Benchmarking Data

Kaiser Benchmarking Data

Segal Benchmarking Data

Bureau of Labor and Statistics

MedStat

We understand that public employers are increasingly in competition with private sector employers for talent, so we make sure to include varying levels and types of comparisons. In addition to these large national studies, the IMA Government team uses more targeted resources with a focus on public entities. These include the **International Foundation of Employee Benefit Plans** and **localized resources** as well as **our own public sector book of business**. Utilizing various layers of benchmarking – national, regional, book of business and industry specific – allows for us to be intentional in providing actionable metrics to clients targeted at the specific task at hand. Benchmarks are not only important in plan design decisions, they can be utilized effectively in measuring plan performance, key performance indicators and understanding emerging trends and innovations.

Access to this statistical information assists IMA in forwarding quantifiable data to you about local and national trends as they may relate to overall health care information. We've listed a few of these studies below:

- | | |
|--|---|
| + Health Insurance Premium Increases – Overall Employee Contribution for Individual Medical Coverage | + Benefit Cost as a Percent of Payroll |
| + Employee Plan Enrollment by Region | + Health Coverage Variations by Industry and Size |
| + Medical Plan Average Premium by Industry | + Hospital and Surgical Coverage by Industry |
| + Benefit Cost as a Percent of Compensation | + Length of Hospital Stay by Plan Type |
| | + Percentage of Firms Offering HMO – by Region |

Further, by utilizing IMA People Analytics powered by CedarGate (detailed above in question 6), our team can create customized benchmark that is both insightful and actionable.

CUSTOMIZED BECHMARKING

IMA People Analytics provides customized benchmarking, allowing clients to think beyond standard industry benchmarks to analyze costs and develop tailored strategies to manage cost and impact population health.

This allows the City of Sedalia to compare costs to benchmarks customized to demographics and risk profile to understand savings potential, evaluate adherence to healthcare best practices and review savings for avoidable ER and inpatient stays, through place of service changes.

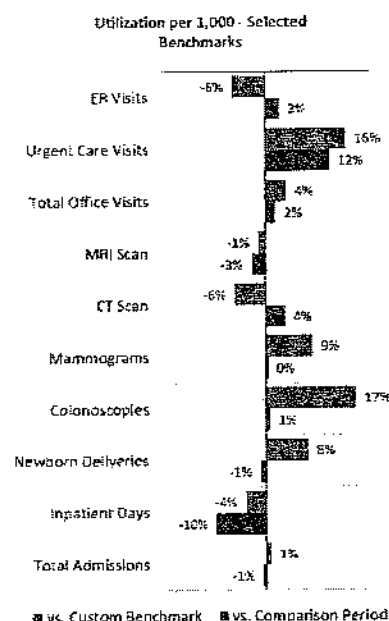
While industry-based benchmarks produce usable benchmarks, they often have several drawbacks, including having a smaller sample size and reflecting populations and situations which are dissimilar from a client's specific situations. Our methodology for developing customized benchmarking incorporates millions of member's lives while controlling for significant cost drivers to reflect a client's exact characteristics.

Using these benchmarks, we can understand detailed outcomes produced by a client's plan, to drive a course of action for improving care and benefit delivery.

Utilization: High bariatric surgery costs

- + **Problem:** When comparing bariatric surgery costs to customized benchmarks, abnormally high bariatric surgery costs were identified
- + **Solution:** Interface with TPA and cost containment partners to implement plan design changes and more stringent pre-utilization reprocesses
- + **Outcome:** Saved \$500,000 on avoided unnecessary bariatric surgery (over 1% of plan costs)

CHRONIC CONDITION	MEMBER COUNT (RANK)	VS. BENCHMARK			
		MEMBERS PER 1,000	PHYS PER 1,000	ER VISITS PER 1,000	ADMTS PER 1,000
Hypertension	1	+9%	-53%	-49%	-50%
Cancer	8	-14%	-8%	+21%	-21%
Diabetes	3	-5%	-8%	-6%	-38%
Hyperlipidemia	2	-7%	-23%	-28%	-29%
Blood Disorders	6	-10%	-26%	-33%	-11%
Osteoarthritis	5	+2%	-54%	-39%	-7%
Depression	4	+37%	-36%	+5%	-19%



4. Please explain the process and timeline that you recommend for new clients.

Outlined below is a general starting point of a typical IMA consulting calendar and sample transition plan that would help create one specific for City of Sedalia. Upon naming IMA as your broker of record, our team will engage in conversation to understand your needs, expectations and timelines. We will mutually agree upon a client service plan for the upcoming year.

SAMPLE TRANSITION PROJECT PLAN

To follow is a project plan to illustrate your transition from your existing broker to IMA. Deadlines specific to City of Sedalia regarding internal deadlines and City Council meetings will be added as we establish this plan together.

Relationship Kick-Off Date: 1-August

✓	TASK DETAIL	RESPONSIBLE TEAM	TARGET COMPLETION DATE	ALLOWED COMPLETION DATE	FINAL DEADLINE	NOTES
PHASE 1 – DISCOVERY/ONBOARDING (AUGUST 1, 2022 – AUGUST 31, 2022)						
	City and IMA kick-off meeting	IMA/City	1-Aug	8-Aug	15-Aug	Re-introductions, thank you, discuss next steps
	Provide BOR drafts for City letterhead and signature	IMA	4-Aug	4-Aug	4-Aug	
	Provide signed BOR's to IMA	City	9-Aug			
	Provide service agreement and BAA for review	IMA	8-Aug			
	Provide signed service agreement and BAA	City	29-Aug	5-Sept	12-Aug	
	Set up City for – Mineral, Compliance Alerts, Epic and client welcome email	IMA	4-Aug			
	All plan documents, claims experience & renewals to IMA	Carrier	23-Aug	30-Aug	30-Aug	Will request in-force rates, 3 years of historical rating/renewals, 3 years of historical claims
	All current or 2021 employee communication materials (benefit guides, open enrollment notices packet, etc.) to IMA	City	15-Aug			For our records for guidance/reference when begin 2023 planning
	2021 and 2022 contributions to IMA	City	15-Aug			For our records for guidance/reference when begin 2023 planning
	Copies of current Collective Bargaining Agreements to IMA	City	15-Aug			
	Current & renewal benefit program budget (by division if applicable) to IMA	City	15-Aug			
	Current census by division to IMA	City	15-Aug			



✓	TASK DETAIL	RESPONSIBLE TEAM	TARGET COMPLETION DATE	ALLOWED COMPLETION DATE	FINAL DEADLINE	NOTES
	2022 PY deadlines for benefit changes by HRIS system to IMA	City	15-Aug			For our records for guidance/reference when begin 2023 planning
	Confirm 2022 PY open enrollment dates to IMA	City	15-Aug			For our records for guidance/reference when begin 2023 planning
	Establish online reporting access for IMA team	IMA/Carrier	16-Aug		23-Aug	
	Begin CedarGate data feed build out	IMA	8-Aug	8-Nov	7-Jan	Typically takes 3-6 months to finalize monthly feed build-out
	City/IMA Discovery Meeting	City	15-Aug	22-Aug	29-Aug	Initial program observations, identify immediate and near term needs of City, tentative outline of next 3-6 months, general discussion
	Schedule weekly or bi-weekly touch base call	IMA/City	22-Aug			
	Provide initial annual strategic consulting calendar	IMA	22-Aug			
	Formalize performance guarantee	IMA/City	23-Aug		6-Sept	
PHASE 2 – ANALYSIS (AUGUST 1, 2022 – SEPTEMBER 30, 2022)						
	Demographic analysis	IMA	5-Sept			
	Budget, contribution & high level plan financial review	IMA	5-Sept			
	Starting benchmarking	IMA	15-Aug			
	Compliance assessment of documents, notices, etc.	IMA	20-Sept	27-Sept	27-Sept	
	Stop loss and SPD "audit" – risk	IMA/City	20-Sept	27-Sept	27-Sept	Initial review/insights will drive a

✓	TASK DETAIL	RESPONSIBLE TEAM	TARGET COMPLETION DATE	ALLOWED COMPLETION DATE	FINAL DEADLINE	NOTES
	exposures, contract terms, etc.					collaborative conversation between IMA and City to learn appetite for risk, plan intent, direction moving forward, etc.
	Build out City plans in Claros	IMA	29-Aug			
	Plan relative values – actuarial versus actual	IMA	within 1 month of CedarGate data becoming available			
PHASE 3 – PLANNING (SEPTEMBER 15, 2022 – OCTOBER 31, 2022)						
	Initial renewal and carrier marketing planning meeting	IMA/City	14-Sept		21-Sept	Review City's needs for marketing/RFPs for 2023 plan year
	Pre-strategy planning meeting	IMA/City	21-Sept			Scope of meeting limited relative to subsequent years due to fact that CedarGate data typically takes 3-6 months to set-up. Discuss benchmarking, industry trends, high level data review (TBD), City priorities and goals. Objective: drive the focus and analysis to be included at subsequent in-depth strategy meeting
	Initial communications planning meeting	IMA/City	3-Mar	10-Mar	17-Mar	Discuss City's historical approach, general philosophy, wants/needs, and brainstorm necessary communications for existing and future programs
PHASE 4 – ONGOING CONSULTING (SEPTEMBER 1, 2022 – ONGOING)						
	2023 Plan Year pre-strategy meeting	IMA/City	11/15/22		1/15/23	Dependent upon availability of necessary historical data. Will collaborate with vendors to leverage any



✓	TASK DETAIL	RESPONSIBLE TEAM	TARGET COMPLETION DATE	ALLOWED COMPLETION DATE	FINAL DEADLINE	NOTES
						existing metrics they provide
	Measure effectiveness of in-force programs	IMA				Dependent upon availability of necessary historical data. Will collaborate with vendors to leverage any existing metrics they provide
	Market any requested ancillary lines of coverage	IMA				
	Continued development of Communication planning	IMA				

5. Describe your organization's experience working with governmental entities.

IMA provides benefits consulting services to public entity clients ranging in size from 50 enrolled to 5500+ enrolled in benefits with the majority being in the 250-500 employee range. This includes cities, counties, public schools and other political subdivisions and quasi-public entities. IMA was most recently awarded the consulting contract through the RFP process with the City of Fort Worth and began that partnership in December. The service team assigned to the City of Sedalia is handpicked to capitalize on both public sector expertise and knowledge of the local Missouri market.

The IMA Government Practice specifically has placed a high priority on continuing education and ongoing training of its team members. Several team members have received their Certified Employee Benefits Specialist (CEBS) designation. Additionally, team members are continually enabled and encouraged to attend conferences and seminars, especially those hosted by the International Foundation of Employee Benefit Plans (IFEBC) because of their focus on public sector and union considerations. Our consultative philosophy of being educational and informational for our clients starts first with our own focus on growing our knowledge and experience.

The remaining narrative portion of this response will provide extensive details as to how we support our clients in the core areas of **Strategic Consulting, Technical Consulting, Compliance Support and Service Support.**



6. What steps do you take to ensure your clients are up-to-date on current laws and legislation that may impact their plans or administration? Are there additional expenses or costs for your compliance services or assistance?

COMPLIANCE & REGULATORY SUPPORT

IMA's Governance & Compliance practice is structured as a dedicated resource working in partnership with our clients and our service teams.

IMA's Compliance Practice will work closely with your team to provide robust support touching all aspects of the City of Sedalia. In addition, we partner with several outside firms for specialized needs as they arise.

The City of Sedalia would have access to the in-house Attorneys from IMA's Employee Benefits Compliance Practice.

IMA's regulatory resources provide timely information on recent legislation, answer common questions and provide forms for COBRA, ADAAA, HIPAA, HIPAA Privacy, USERRA, FMLA, Medicare Part D and Section 125 plan administration. As a dedicated business partner, IMA takes significant pride in helping educate our clients about topics inside and outside of insurance.

IMA maintains memberships in both local and national chapters of industry associations, keeping us apprised of state and federal updates. To meet regulatory and legislative demands, IMA provides a full suite of compliance advisory services, including performing compliance reviews with each client and providing general and targeted communications, educational bulletins, webinar sessions and analytics tools.

As part of onboarding, the City of Sedalia will be scheduled to perform a full compliance review to identify short- and long-term needs and objectives around compliance. IMA will prepare legislative updates that outline new benefit regulations and/or clarify regulations that have been previously passed. In addition to a description of new laws or changes, IMA advises clients on how to modify administrative procedures to ensure compliance.

TO MEET REGULATORY AND LEGISLATIVE DEMANDS, IMA PROVIDES A SUITE OF COMPLIANCE ADVISORY SERVICES:



ACA Reporting

Basic support and resources provided through IMA specific to employer situation. Preferred partner vendors are available for actual reporting. Cost is negotiated and paid directly by employer.



Compliance Checklist

IMA's "Health & Welfare Benefits Compliance Checklist" is structured to provide a detailed narrative identifying the specific requirement, what action(s) is needed, timing requirements, penalties for non-compliance and practical comments



Plan Document Review

IMA will conduct an annual plan document review to ensure that your plans are meeting the requirements delineated by COBRA, HIPAA, ADA and other statutes where applicable. As part of the annual renewal process, IMA will review all SPDs for accuracy alongside your legal counsel.



Disclosure Notices Compliance Guide

Our Disclosure Notices Compliance Guide is designed to provide HR staff members a checklist of notice requirements with interactive functionality. By simply clicking on a specific notice requirement, the user can access an in-depth outline of the purpose of the notice, responsible party, where the notice belongs, intended recipient, delivery rules, record keeping requirements, penalties for noncompliance and a link to the specific regulatory department's model language.



Alerts & Bulletins

IMA bulletins, alerts and legislative briefs are delivered to clients via email, typically one or two times per quarter, or as necessary. The objective of these communications is to keep our clients informed in a timely manner of any new developments or tools related to employee benefits and compliance news.



IMA University

IMA hosts at least three in-person educational events, called IMA Universities, in each of our markets annually. These events provide our clients with the opportunity to learn about a variety of topics relating to insurance and employee benefits. Each session is facilitated by an expert in the field. Recent topics have focused on Data Privacy/Cyber Risk Exposure, Health Care Reform, Annual Economic Forecast, Employee Integrity Testing, People-Powered Safety Leadership and Crisis Preparation.



IMA Compliance Webinars

IMA Webinars are held on an as-needed basis. Recent topics have focused on IRS Final HCR Reporting Overview, Individual and Employer Mandate and Penalties, Wellness after EEOC v. AARP, HSAs, HIPAA and 2022 Provisions & Preparations.



7. Describe the service team the City would rely on.

Service Team Bios: (Previously listed in question 3 pages 13-16 of this RFP)

8. How do you simplify the enrollment process for your clients? What platform does your Company use and/or recommend?

Support for Annual Enrollment is a year-round mission.

EVENT PLANNING AND MANAGEMENT

We can assist our clients with their Open Enrollment events at whatever level is necessary. For example, our team can coordinate meetings with the carrier representatives, attend the meetings to act as an additional resource or even conduct the employee Open Enrollment meetings.

We'll also ensure that all materials with respect to benefits, eligibility requirements, rates, etc. are coordinated with the selected vendors.

Much of our Open Enrollment event support is in the area of communication planning, as we provide or coordinate:

- + Travel
- + Vendor Participation
- + Carriers and flu shot providers
- + Employee giveaways and swag
- + Marketing materials and flyers
- + Presentations of Open Enrollment topics during member meetings.

Out of necessity, many recent Open Enrollment functions for our clients have been held virtually so we've created a comprehensive electronic Open Enrollment strategy.

We also provide full-service communication support throughout the year:

- + Developing an ongoing communication strategy and brand for employee benefit-related communications
- + Drafting, designing and producing high-impact print pieces
- + Providing customized communications and education for partners/dependents
- + Drafting and bookmarking compliance communications, including Summary Plan Documents, Employee Handbooks and requirement plan notifications
- + Preparing graphic design elements that incorporate the client's brand in their HR and Benefit communications.
- + Scripting and producing video communications for Open Enrollments sessions, new hire orientations and recruiting events
- + Preparing digital productions that can be used for weekly webinars that's hosted on the company's Intranet/Internet and duplicated and distributed to all employees and their partners
- + Developing and implementing a web-based communication, enrollment and benefit administration platform
- + Embedding all communications into the enrollment platform.

During the Open Enrollment period, we work with a client's HR team to inform employees about their benefit plan and options along with details about the enrollment process. We use many of the same communication tools identified above along with the client's intranet system and any other communications platforms used and preferred by the client.

BENEFITS ADMINISTRATION TECHNOLOGY

We support two benefit administration systems in-house: Employee Navigator and PlanSource. Both platforms provide employees with a user-friendly, educational experience for enrollment and benefits shopping with tools that help them make the best decisions. Both platforms offer a mobile-friendly experience so employees can access the enrollment platform at their convenience.

Employee Navigator provides a simple decision support tool for employees along with educational videos and communication. PlanSource is a more robust decision support tool that asks relevant questions and sources meaningful information to provide personalized plan recommendations.

Nearly all of our clients choose to share helpful information with their employees throughout the year to support them in many areas of their lives – from health and wellness to financial security. We manage these kinds of ongoing, strategic communication program as well.



9. When communicating the plan to employees, what methods of communication does your firm utilize (web based, printed, etc.)? Please describe and enclose sample documents. Also, indicate any additional costs associated with these documents (design, printing, mailing, etc.).

Communication is the single most important element in helping employers share their vision and energize their employees to move the organization forward. Clear, concise, and consistent communications not only educate the employees — enabling them to appreciate the value of their employers' programs — they also keep the employees focused and engaged.

Our strategies and deliverables will always be custom strategies created to meet the needs of your specific population. Because of that, all solutions will look different depending on the demographics of the employee population and their desired communications mediums. However, we remain consistent regardless of the client by ensuring that all collateral sent to the employee can be shared with other members of the household (shareable benefit guide magazine link, public benefit videos and presentations, etc.). Additional, more specific, examples of mediums we have used to communicate to the household are public benefits websites, unique direct mail collateral campaigns, and the IMA Your Benefits app.

With assistance from IMA's Communications Specialist, we will provide the City of Sedalia with strategic and targeted communication services to help achieve your goals. We tailor our communications to fit your organizational structure, as well as the communication styles and preferences of your employees, which will vary based on population and generation.

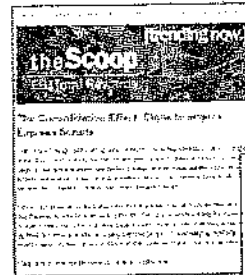
Our communication resources include newsletters, digital video, email, handouts, articles, group meetings, enrollment guides, Brain Sharks, JellyVision, PowerPoint presentations and online communications.

BrainShark

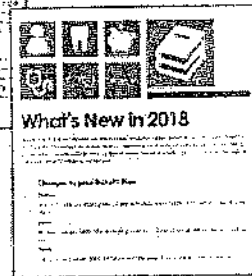
The Brain Shark is one of our most popular communication tools. A Brain Shark is a video presentation that can best be described as a "voiceover PowerPoint." The Brain Shark presents several unique advantages as a communications tool:

- + The content is entirely customizable
- + It ensures a consistent message to the entire population
- + An employee can watch the entire presentation, or portions of it, as many times as they would like
- + Spouses also have access to the presentation via the internet
- + Easy functionality – ability to skip to a specific benefit or part of the presentation with a click of the mouse
- + A link can be sent out via email or posted on your intranet so it can also be a resource for the employees throughout the year
- + It can be used as a recruiting tool to shine a professional image on the organization

EMPLOYEE COMMUNICATIONS



BENEFIT GRAPHICS



TOTAL REWARDS CAMPAIGNS



10. Does your firm sponsor seminars, webinars, or other venues to communicate benefit trends and compliance issues? If so, are these conducted in an interactive format? Are these government specific? Please indicate any costs associated with these programs.

Due to the increasing complexities within the health care industry and the mounting number of solutions that can be offered to your employees, IMA will be in contact with the City of Sedalia's benefit staff throughout the year on an on-going basis. We utilize a strategic planning process and team service approach to ensure that your objectives are achieved in a timely manner and any questions from the City of Sedalia's benefit staff are answered in a timely manner. Additionally, to extend IMA's work in the complex world of human resources and compliance, all IMA clients are provided and integrated with an on-demand HR support service, Mineral. Finally, if additional training is requested or required, IMA will work with the benefit's staff to accomplish those tasks.



Beyond our one-on-one consulting with the City of Sedalia's team, all IMA clients have access to the following resources.

+ COMMUNICATION AND EDUCATION SERVICES

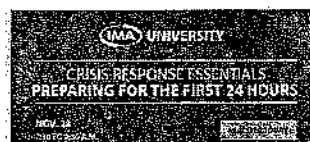
IMA utilizes webinars, alerts and seminars to communicate and educate clients along with a variety of resources to keep our clients apprised in a timely manner of any new trends, developments, or tools related to employee benefits and compliance:



Join us for this complimentary roundtable discussion on the latest trends in health care, including the impact of the Affordable Care Act (ACA) on employers and employees. This roundtable will feature a panel of experts from the health care industry, including a representative from the U.S. Department of Labor, and will be moderated by IMA's Director of Health Care, John Smith. The roundtable will take place on Wednesday, September 12, 2012, from 1:00 to 2:00 PM. Registration is free and open to all IMA clients. To register, please visit www.ima.com/roundtable.

- Hear from a panel of experts on the latest trends in health care, including the impact of the ACA on employers and employees.
- Hear from a panel of experts on the latest trends in health care, including the impact of the ACA on employers and employees.

Presented by:
IMA University
September 12, 2012
1:00 PM - 2:00 PM
Free and Open to All



The current economic environment has created a high level of uncertainty for employers and employees alike. In the event of a crisis, employers must be prepared to respond quickly and effectively. This webinar will provide employers with the tools and resources they need to prepare for the first 24 hours of a crisis. The webinar will cover topics such as crisis communication, employee safety, and business continuity planning. The webinar will be presented by IMA's Director of Crisis Response, John Smith. Registration is free and open to all IMA clients. To register, please visit www.ima.com/crisis.

- Hear from a panel of experts on the latest trends in crisis response, including the impact of the ACA on employers and employees.
- Hear from a panel of experts on the latest trends in crisis response, including the impact of the ACA on employers and employees.



Individual Mandates in the States May Lead to More Employer Reporting

With the passage of the Affordable Care Act (ACA), employers are now required to report on the health status of their employees. This requirement is expected to lead to a significant increase in the amount of data that employers will have to collect and report. This alert will provide employers with the tools and resources they need to prepare for this new requirement. The alert will cover topics such as data collection, reporting requirements, and best practices for compliance. The alert will be presented by IMA's Director of Compliance, John Smith. Registration is free and open to all IMA clients. To register, please visit www.ima.com/alert.



If you haven't registered for our next webinar coming up this Thursday, August 23, be sure to register now. This webinar will focus on the latest trends in employee benefits, including the impact of the ACA on employers and employees. The webinar will be presented by IMA's Director of Employee Benefits, John Smith. Registration is free and open to all IMA clients. To register, please visit www.ima.com/webinar.

Watch an Alert
www.ima.com/alert

Let's Connect
www.ima.com

For more information, please contact your IMA representative or visit www.ima.com.

+ **COVID-19 PREP SYMPOSIUM**

The latest initiative around client education was IMA's virtual return to work symposium featuring a variety of short, clear-cut sessions designed to help businesses in every phase of reopening from companies that are still in the early planning stages to organizations that are actively operating. Titled, "Prepare. Return. Evaluate. Protect. (PREP) Symposium," we featured nineteen sessions that examined tactical solutions and information to help businesses evaluate their operations so they can monitor and protect against the existing and emerging risks of COVID-19.



+ **IMA UNIVERSITY**

IMA hosts in-person educational events, called IMA Universities, in each of our markets annually. These events provide our clients with the opportunity to learn about a variety of topics relating to insurance and employee benefits. Each session is facilitated by an expert in the field. Recent topics have focused on data privacy/cyber risk exposure, health care reform, annual economic forecast, employee integrity testing, people-powered safety leadership and crisis preparation.



+ **WEBINARS**

IMA webinars are held periodically and are accessible to IMA clients only. Recent topics have focused on IRS Final HCR Reporting Overview, Revisiting the Fundamentals of Employer Shared Responsibility, W-2 Reporting, Determining Full-time Employee Status, Individual and Employer Mandate and Penalties, 2019 Provisions & Preparations, and COVID-19.



+ **BENEFITS INNOVATION & INSIGHTS SUMMIT**

Our Annual Benefits & Innovation Summit is a full-day event focused on learning, collaboration and sharing ideas with your peers on a variety of themes. We bring in industry experts to address an assortment of benefits, HR and total rewards related topics. As in prior years, our 2021 Summit was held at Mile High Stadium.

+ **ALERTS & BULLETINS**

IMA bulletins, alerts and legislative briefs are delivered to clients via email, typically one or two times per quarter, or as necessary. The objective of these communications is to keep our clients informed in a timely manner of any new developments or tools related to employee benefits and compliance news.

"Great job to you and your crew on the summit yesterday. The topic was on point as were the speakers and sessions. I took away some helpful insights!"

Michael Clasen, HR Manager, City of Wheat Ridge



11. Describe your capabilities in ongoing plan performance monitoring, plan performance forecasting, claims experience analysis, benchmarking and reporting.

(Also responded in question 3 (Benchmarking) pages 31-33 of this RFP)

We strongly believe that effectively utilizing your data to keep you informed of plan performance, cost drivers, drive decision making and measure outcomes is one of our most impactful deliverables in our efforts to keep you educated and informed so you can strategically and actively manage your plan.

On a monthly basis, IMA will provide custom designed financial reports to the City of Sedalia illustrating monthly and annualized claim expense data. Claim and forecast reporting provided by IMA includes, but is not limited to, these key financial areas:

- + Monthly and/or quarterly Health/Rx/Dental Claims Expense Reports
- + Large claim tracking of 50% specific claim stop-loss threshold (health and Rx)
- + Actual vs. expected health claim budget projections
- + Employee contribution modeling
- + Incurred but Not Reported (IBNR) claim calculations

IMA will provide regular, customized and ad hoc reporting to the City of Sedalia. Much of this ad hoc reporting is built utilizing our claims analytics system called IMA People Analytics. Should there be a need, IMA could provide a log-in to access a dashboard and reporting portal which would be an internet-based access for the plan participants for the City of Sedalia.

We believe that the single most valuable technology tools pertinent to employee benefits programs are related to analyzing your data. We believe in a multi-faceted approach to analyzing data and reporting to our clients. It is our belief that medical and pharmacy claims should be analyzed bilaterally from both a clinical and financial basis. Analyzing data on a clinical basis allows us to help the City of Sedalia understand risks inherent in your population and how long specific large claims might persist and impact stop-loss underwriting. Analyzing claims on a financial basis allows IMA to help the City of Sedalia understand risk & claims utilization, develop strategy and allowing the City to adjust the benefit plan to stay in front of risk and cost changes.

Using IMA People Analytics to align solutions with savings opportunities, IMA partners with dozens of cost management vendors to provide data-driven solutions tailored to each client's unique utilization, contracting, and population health characteristics. IMA's data warehouse technology is supported by **CedarGate Analytics**, which is considered the Gold Standard in evaluating all medical, dental, vision, prescription claim data, member eligibility & demographics, as well as ancillary data elements such as biometrics, case management, fixed fees and costs. Through IMA's partnership with CedarGate, comprehensive data analytics solutions such as Milliman risk scores, predictive analyses,



chronic condition assignments and care compliance metrics are brought together under one analytics platform to enhance insights while controlling data access.

IMA analysts and clients have access to our online portal. Dynamic time periods per plan, division, and location, allow custom reporting capabilities. Analyst teams apply these insights to analyze and manage risks, identify savings opportunities, and implement solutions aligned with a client's specific situation.

DATA WAREHOUSE

People Analytics houses 5 years' experience per client. Analysts use the database to query any attribute for ad hoc reporting, for detailed claim- and member-level analyses.

CUSTOMIZED BENCHMARKING

IMA People Analytics provides customized benchmarking, allowing clients to think beyond standard industry benchmarks to analyze costs and develop tailored strategies to manage cost and impact population health.

This allows the City of Sedalia to compare costs to benchmarks customized to demographics and risk profile to understand savings potential, evaluate adherence to healthcare best practices and review savings for avoidable ER and inpatient stays, through place of service changes.

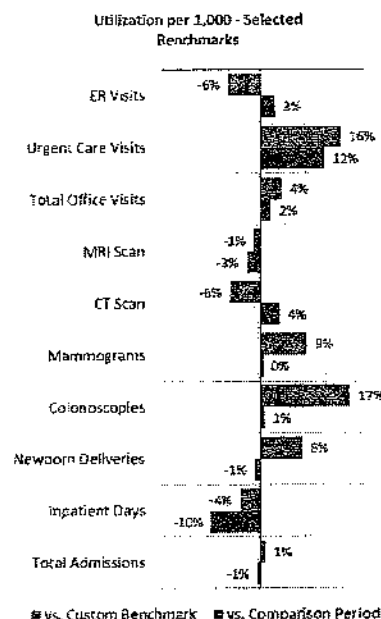
While industry-based benchmarks produce usable benchmarks, they often have several drawbacks, including having a smaller sample size and reflecting populations and situations which are dissimilar from a client's specific situations. Our methodology for developing customized benchmarking incorporates millions of member's lives while controlling for significant cost drivers to reflect a client's exact characteristics.

Using these benchmarks, we can understand detailed outcomes produced by a client's plan, to drive a course of action for improving care and benefit delivery.

Utilization: High bariatric surgery costs

- + **Problem:** When comparing bariatric surgery costs to customized benchmarks, abnormally high bariatric surgery costs were identified
- + **Solution:** Interface with TPA and cost containment partners to implement plan design changes and more stringent pre-utilization reprocesses
- + **Outcome:** Saved \$500,000 on avoided unnecessary bariatric surgery (over 1% of plan costs)

CHRONIC CONDITION	MEMBER COUNT (RANK)	VS. BENCHMARK			
		MEMBERS PER 1,000	PMPY	ER VISITS PER 1,000	ADMIITS PER 1,000
Hypertension	1	+9%	-53%	-49%	-50%
Cancer	8	-14%	-8%	+21%	-21%
Diabetes	3	-5%	-8%	-6%	-38%
Hyperlipidemia	2	-7%	-23%	-28%	-29%
Blood Disorders	6	-10%	-26%	-33%	-11%
Osteoarthritis	5	+2%	-54%	-39%	-7%
Depression	4	+37%	-36%	+5%	-19%



ACTUARIAL SIMULATION TOOL

Finally, we utilize actuarial tools developed by Claros Analytics to help understand the financial impact of various decision points.

Our tools can help determine the impact of plan design changes or shifting populations, as well as help decide the deductible for stop-loss insurance and provide a range of outcomes using Monte Carlo simulations. With these insights we can recommend an appropriate budget based on your unique goals and risk appetite.

REPORTING & BENCHMARKING CAPABILITIES

Listed below are sample key data sets of IMA's reporting packages that are routinely utilized and summarized to the City of Sedalia. Due to the extreme length of the sample reports, we will be happy to provide them upon request.

Executive Summary

The Executive Summary provides an overview of plan activity and utilization. This robust solution can be easily configured to present a fixed number of standard reports detailing health plan utilization, trends, benchmarks, and costs. The Executive Summary can present an overview for a brief period or annual plan information in one reporting function.

Claim Analysis Overview

Graphical summary of claim expenditures, network discounts and employee responsibility

Normative Comparison

Summary Summary-level view of enrollment, cost, and utilization information

Utilization Benchmark Summary

Comparison of utilization patterns between plan and selected national normative values

Shock Claim Summary Review high-claims members and the costs incurred

Monthly Cost Summary Per-month summary of claim expenditures, network discounts and employee responsibility

Dental Summary View service categories associated with your dental costs

Cost Distribution Summary

Number of members incurring 10%, 20%, 50% and 80% of the plan's claims

Detailed Analysis Applications

Allow drill-down from plan level to individual EOBs

- + **Payee** – Analyze and drill-down to specific claim information for payees used by members of your plan during a time specific timeframe
- + **Provider** – Analyze and drill-down to specific claim information for healthcare providers used by members of your plan during a time specific timeframe
- + **Diagnosis** – Analyze and drill-down to specified claim information for diagnoses of conditions experienced by members of your plan during a specific timeframe
- + **Procedure** – Analyze and drill-down to specified claim information for procedures performed for members of your plan during a time-specific timeframe
- + **Prescription** – Analyze and drill-down to specified claim information related to prescription drug costs for members of your plan during a time-specific timeframe
- + **Payment** – Analyze and drill-down to create a list of individual claim payment details for a specified timeframe

Rank Order Analysis

Create a summary of top Payees, Providers, Diagnoses, Procedures, Drugs, PPO or Benefit Code sorted by services and/or amounts

Turn Around Time Display claim counts, charges and payments associated with different payment turnaround periods

Large Claim Trend Analysis

- + Trend analysis of large claimants comparing two timeframes
- + Trend analysis of benefits utilization across major diagnostic categories

Medical Cost Dist (Diagnosis)

Trend analysis of benefits utilization across individual diagnoses

IBNR Estimate

Create an estimate of claims dollars incurred but not yet received based on a weighted average of historical experience

Provider Cost Comparison

Compare charges and payments for specified procedures and/or providers

Prescription Drug Summary

Prescription costs and dispensing information

Key Utilization Indicators

Summary-level trend analysis of employee census and benefits utilization

Stop-Loss Trigger Report (One Line per Member) Abbreviated trigger diagnosis listing containing one line per applicable member during a specific timeframe

Cost by Age Group Review which age groups are incurring costs



Type of Service Overview Overview of utilization costs by major types of service

Plan Experience Summary Eligibility and plan cost summary on a per-month basis

Preventable Conditions Displays conditions that might be prevented by behavior changes, and the group's cost associated with those conditions

Stop Loss Trigger Report Provide diagnosis and procedure information for select key diagnoses

Eligibility Overview Provides a concise view of eligibility information

Health Service Analysis Review cost and utilization information associated with groups of services performed for plan members during a specific timeframe

Lag Matrix Generator Create a paid versus incurred lag matrix for specific time periods

Eligibility by Tier Eligibility counts based on enrollment tier

Flexible and Eligibility Claim Data Query Review plan's healthcare experience database for information related to costs or utilization. Specify a time period along with other data filtering criteria when using the query.

Cost Summary by Employee Per-employee/member breakdown of claim costs

Shock Claim Detail Detailed cost and procedure information for high-claims members and the costs incurred

Prescription Utilization Summary Review prescription types, top 10 drugs by class and name for a specific timeframe

Prescription Analysis Analyze and drill-down to specified claim information related to prescription drug costs

12. Describe your process of assisting with claims management resolution.

IMA believes in utilizing data to drive decisions and recommendations for our clients. Specifically, medical and pharmacy claims should be analyzed bilaterally from both a clinical and financial basis. Analyzing data on a clinical basis allows us to help Illumination understand risks inherent in your population and how long specific large claims might persist and impact stop-loss underwriting. Analyzing claims on a financial basis allows IMA to help the City of Sedalia understand trends and develop strategy and allows Illumination to adjust the benefit plan to stay in front of risk and cost trends.

IMA utilizes an in-house claims analytics system: IMA People Analytics, powered by CedarGate. People Analytics contains two primary components: a robust set of reports detailing financial trends, care delivery patterns, and risk drivers of the population; and a thorough data warehouse which can be queried for more detailed analyses. Data feeds include detailed medical claims, pharmacy, and membership data and are provided by TPAs monthly to People Analytics. Once data is available, IMA's analysts can access pre-formulated reports or develop ad hoc reports, and clients can access reporting dashboards online through an executive reporting interface. The IMA team will work with the City of Sedalia to customize reports and frequency of the reports to ensure they meet The City's needs.

IMA teams utilize a number of different tools to analyze medical and pharmacy claims. Our ability to provide meaningful data is dependent upon the carrier and funding arrangement of the City of Sedalia. Should the City of Sedalia have the ability to receive detailed claims data, IMA will utilize a proprietary in-house claims analytics tool, "IMPACT." Currently these services are not available internationally, however we are looking to develop that capability and can supplement our global work with information that is housed in our IMPACT system.

IMPACT is a proprietary SaaS claim data warehouse. IMPACT guides clients to interpret health and Rx data to understand the true costs and risk drivers of their health benefits plan, helping them make informed decisions about strategy. IMPACT normalizes the City of Sedalia's data to increase consistency and provide more opportunity for strategic analysis. With access to all client data, IMA can easily monitor healthcare spending, identify opportunities to control costs, and forecast changes to their benefits package.

We believe that the single most valuable technology tools pertinent to employee benefits programs are related to analyzing your data. We believe in a multi-faceted approach to analyzing data and reporting to our clients. It is our belief that medical and pharmacy claims should be analyzed bilaterally from both a clinical and financial basis. Analyzing data on a clinical basis allows us to help the City of Sedalia understand risks inherent in your population and how long specific large claims might persist and impact stop-loss underwriting. Analyzing claims on a financial basis allows us to help the City of Sedalia understand risk and claims utilization, develop strategy and allowing Illumination to adjust the benefit plan to stay in front of risk and cost changes.



Our standard model is to provide escalated support for your employees' claims issues through referral by their HR department. We find that most employers prefer to have contact with their employees first to find out if they are experiencing undue difficulties with the carriers. We can also provide employees and their families with first call support for individualized assistance with insurance problems they are unable to resolve directly with the carrier if you prefer. This includes claims issues, eligibility questions, network problems, and general healthcare or insurance questions. This service is provided through a single point of contact, the Community account manager, for all claims and benefit questions. We believe this model to be superior to a traditional call center because your account manager understands your employees.

With the combination of extensive benefits experience and detailed knowledge of Community's plans, our team is better positioned to work through issues with employees, their family members, and their healthcare providers. We provide resolution to problems that arise, as well as proactive coaching on how to avoid problems in the future while maximizing benefits. We also find that when an account manager or consultant calls their assigned sales and service team at a carrier, we achieve better and faster results than what a call center employee can achieve.

The City of Sedalia will have a primary account manager assigned with back-ups in place, should they be out of the office. This way there is always someone available to help your employees. We document each call and can report to you the volume of calls and the reasons for the calls, plus the resolution.

Claims Escalation Case Study

Recently, we received an employee question regarding how much the employee owed on a provider bill, based on their explanation of benefits. Our Account Manager reviewed the employee question with the carrier and determined that the deductible was not applied correctly. Our team expedited the carrier claim reprocessing so the employee would not be over-charged. The account manager went one step further by requesting a deductible audit, which found the same problem for the entire group. The insurance carrier's claim system was corrected so that future claims would process correctly, and the impacted claims were reprocessed, which resulted in significant refunds to employees.

13 Describe your capabilities in employee communications.

Please refer to our response to question 9 above for more details. The following scope of services below details the extent of communication consulting available.

Benefit Program/Wellness Marketing and Communications Consulting

Description of Services:

- + Development of ongoing marketing and communication vision and strategy
- + Industry and market trend updates
 - Annually – Strategy Meeting
- + Identify and develop targeted communication strategies through analyzing IMA People Analytics (powered by CedarGate) data, demographic analysis, employee surveys and additional carrier utilization data
- + Development of customized employee marketing collateral. Printing and/or translation services (if needed) will be quoted as a pass-through cost.
 - Benefit guides
 - Promotional materials
 - Posters
 - Post cards
 - Banner images
 - Email campaigns
 - One pagers or other supporting collateral
- + Evaluation of solutions for benefits communication apps and communication software. Technology fees associated with any selected platforms will be a pass-through cost.
- + Ongoing support of marketing and communication program
 - Annual meetings to cover the following topics:
 - Strategy meeting
 - Open Enrollment planning
 - Communication planning



14. Describe your use of technology to support online employee services and education.

HEALTH ADVOCACY TECHNOLOGY

The IMA app provides employees and their enrolled family members with a myriad of resources available via phone, app, or website. This gives employees and their dependents the freedom of self-advocacy and educated decisions around healthcare.

- + Links to all benefits information and real-time (carrier data integration permitting)
- + Plan balances connected contacts
- + Integrated benefits such as telemedicine, advocacy and wellness
- + Upload and access to ESS's custom benefit guide
- + Plan details
- + Ability to store ID cards
- + Find a provider feature
- + Connections to savings apps such as GoodRx
- + Push notifications

VOICE OF THE EMPLOYEE

A key strategic differentiator for IMA is our ability to capture employee insights. Our goal is to help leaders identify what employees truly value as part of their experience at the organization. In fact, we have a specialty team within IMA whose focus is to use employee feedback to empower informed decisions at the leadership level. Our philosophy: Treat employees like customers. We use advanced survey and analytics technology to present these insights in a meaningful way. We're able to set up online dashboards that allow the City of Sedalia to drill into employee feedback through a variety of lenses. For example, if the City of Sedalia is interested in seeing the turnover risk for millennials who have been with the organization for 1-2 years and work within a single department, then the City of Sedalia is able to access that information with just a few clicks. Furthermore, by engaging with our team, the City of Sedalia will be able to capture and analyze trends on important KPIs such as NPS®, eNPS®, Turnover Risk, and more. We also recognize that surveys are not the only method for capturing feedback. Our team is skilled in facilitating employee focus groups and workshop sessions that will help leaders use the voice of their own employees to develop a meaningful and competitive employee experience. Voice of the Employee strategic survey consulting is not included in the base scope of services but can be quoted on a project basis.

IMA's Business Consulting team works with clients to develop and deliver customized surveys to gain employee insights on a one-time or ongoing basis. The voice platform combines the best of two worlds: surveying and data analytics. It has never been easier to capture regular feedback and drill into actionable insights.

IMA CALL CENTER

The IMA Call Center eliminates frustration and encourages proper use of your benefit plans by giving you a dedicated, single source contact for insurance-related matters.

Advantages for Employees

The IMA Call Center will provide your employees with skilled assistance from a licensed benefits professional via phone or email who will assist with common issues that employees may face when utilizing their insurance plans. All assistance is provided in a discreet, professional and supportive manner.

Advantages for Employers

In addition to the many benefits that employees experience, there are several administrative benefits as well:

- + Employee confidentiality/HIPAA compliance
- + Trend identification in order to troubleshoot benefit trouble areas
- + Frees up HR to focus on strategic planning

The IMA Call Center is a special service that helps employees and HR managers head off small insurance problems – before they become big ones. This can result in greater employee satisfaction and ultimately a savings in time and potentially costs.

15. Describe any additional service options that may be of interest.

IMA's capabilities and experience are wide-ranging in all aspects of funding mechanisms for health plans. Our Employee Benefits team manages clients with different types of plans. We can support nearly unlimited benefit plan arrangements, provider network configurations, and a full suite of medical management services that yield significant savings to the City of Sedalia as an employer. As health care cost increases continue to outpace inflation and member earnings, municipalities are increasingly demanding greater transparency and control. The Employee Benefits team focus on the following areas of emphasis in their analysis:

- | | |
|--|---|
| + Company Evaluation | + Utilization Evaluation |
| + The City of Sedalia's business strategy results | + The City of Sedalia's trends by plan based on available information |
| + Cohesive benefits strategy among the City of Sedalia's different divisions/departments | + Compliance Evaluation |
| + Employee Demographics – department, location, generational differences | + ACA, ADA, Regulatory Plan Limitations, HSA/HRA Regulations |
| + Benchmark Evaluation – Market and Industry Trends, Top Performer Strategies | |



16 Provide an outline of the Company's brokerage fees and/or commissions structure.

IMA embraces complete transparency in our partnerships and have no reservations in making available documentation of the fee and/or commissions received from insurers (should you elect to have our compensation based in commissions).

Our recommendation for our engagement with the City of Sedalia will be a flat fee consulting arrangement. This will allow us to provide our full scope of consulting services and specialized resources with no additional costs to the City of Sedalia. Should IMA need to engage an outside resource (online benefits platform, employee communications printing costs or translation services) and incur expense, that amount would be explicitly disclosed, and agreed upon by the City prior to engagement with the 3rd party vendor and those costs would be passed through to the City of Sedalia.

The table below outlines the details of our proposed annual compensation. We confirm that our proposed Benefits Consulting Services include all services requested by the City of Sedalia. This target compensation is based on current enrollment, eligible participants and benefits offered. If the population or benefits offered should change significantly, we reserve the right to discuss adjusting the fee if necessary, with the City.

Scope of Services 1: General Consulting	Proposed Fee
Employee Benefits Consulting Services – to include but not limited to: Compliance, Plan Analysis/Strategy, Plan Marketing, Benchmarking, Underwriting, Ongoing Day-to-Day Service, and Reporting	\$50,000 Guaranteed for years 1-3
Year 4 Consulting Services	Base Fee + 1%
Year 5 Consulting Services	Year 4 Base Fee + 5%

Rates Guaranteed at \$50,000 Annually for 3 Years (January 1, 2023 – December 31, 2025)
Per Enrolled Employee Per Month based upon count of employees enrolled in Med/Rx plan.

The fee proposal listed above is for consulting services provided to the employee benefit programs only. A fee proposal for advisory services to the 457 deferred compensation plan will be provided upon request.



About IMA Financial Group

IMA Financial Group, Inc. (IMA) is an integrated financial services company specializing in risk management, insurance, employee benefits solutions and wealth management. It is the third-largest privately held and employee-owned insurance broker in the country and employs 1,700+ associates.

Please visit <http://imacorp.com/terms-service/> to review our full privacy and compensation disclosure statements.



City of Sedalia Presentation Scoring Sheet

Insurance Broker Name _____ Date _____

Score each question from a 1 – 10

1. Quality of broker presentation

2. Quality of broker Q&A

3. Quality of services; comprehensiveness of services offered

4. Approachability/Cultural fit

Additional comments

Total Score _____



City of Sedalia RFQ Scoring Sheet

Insurance Broker Name _____

1. Quality of broker response to the RFQ
2. Proposed approach and plan to support the City
3. Quality of services; comprehensiveness of services offered
4. Experience of firm and staff
5. Experience working with governmental entities
6. Convenience and ease of online portal and enrollment; communication tools
7. Educational webinars/seminars and compliance offered
8. Capabilities in ongoing plan performance, monitoring, forecasting, analysis, benchmarking and reporting
9. Broker and company references
10. Location of company
11. Anything that stood out from the rest?

Total Score _____

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AMENDED AGREEMENT WITH WHITEMAN AREA LEADERSHIP COUNCIL.

WHEREAS, on March 15, 2021 the City of Sedalia, Missouri, entered into a three year agreement with Whiteman Area Leadership Council with an annual appropriation of Three Thousand Dollars (\$3,000.00) per year; and

WHEREAS, the City of Sedalia, Missouri, desires to amend the agreement to include an additional sum and amount of Two Thousand Dollars (\$2,000.00) per year for the remaining two years as more fully described in the proposed amended agreement attached to this ordinance and incorporated by reference as though the proposed agreement were set forth herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the amended agreement by and between the City of Sedalia, Missouri and Whiteman Area Leadership Council as the amended agreement has been proposed and attached hereto.

Section 2. The Mayor 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 amended agreement in substantively the same form and content as the amended agreement has been proposed.

Section 3. The City Clerk is hereby directed to file in her office a copy of the amended agreement 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 1st day of August 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of August 2022.

Andrew L. Dawson, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

AMMENDED AND RESTATED WHITEMAN AREA LEADERSHIP COUNCIL AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2022 by and between the Whiteman Area Leadership Council, 300 North Holden Street, Suite 301, Warrensburg, Missouri, 64093, hereinafter called WALC, and the City of Sedalia, Missouri, Municipal Building, 200 South Osage Avenue, Sedalia, Missouri 65301, hereinafter called the City, and collectively referred to as the Parties.

WITNESSETH:

WHEREAS, Whiteman Air Force Base is a strategic component of the United States defense system and home to the B-2 Stealth Bomber. In addition to being vital to the national defense, Whiteman Air Force Base plays a key role in the economic health of the region's economy. With more than 9,356 employees, Whiteman is one of the largest employers in the State of Missouri delivering an annual economic impact of more than \$620,000,000; and

WHEREAS, WALC keeps its focus on aiding the retention and expansion of the missions and physical plant of Whiteman Air Force Base. The work of the WALC is funded through the financial support generously given by individuals and organizations;

WHEREAS, WALC is engaged as an independent contractor and is not an officer, agent or employee of the City. WALC has rendered and will render services hereinafter contemplated and do hereby agree to accept such engagement and has and will discharge its duties in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, WALC and City entered into a three-year agreement on March 15, 2021 and the parties wish to now amend certain terms of such agreement.

NOW THEREFORE, the Parties do hereby agree as follows, to wit;

1. WALC will provide resources to efforts that further enhance and expand the mission of Whiteman Air Force Base, thereby generating economic benefit to The City of Sedalia and Pettis County.
2. The City provided will provide WALC with Three Thousand Dollars (\$3,000) annual payment due by April 15th of each year. Effective with the payment due in April of 2022, such payment shall be increased to Five Thousand Dollars (\$5,000).
3. This contract will be a three-year contract effective April 1, 2021 through March 31, 2024 and is subject to annual appropriation by the City.
4. It is understood and agreed that either party may terminate this contract by giving to the other party notice in writing of said termination sixty (60) days prior to termination date.

IN WITNESS WHEREOF, the Parties have hereto set their hands and seals on the year and day first above written.

**WHITEMAN AREA
LEADERSHIP COUNCIL**

BY _____
Gregory V. Frencken, President

ATTEST:

Randy Alewel, Secretary

CITY OF SEDALIA

BY _____
Andrew L. Dawson, Mayor

ATTEST:

Arlene Silvey, MPCC City Clerk

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AN INCREASE IN BUDGETED EXPENDITURES
FOR THE FISCAL YEAR 2022-2023 RELATING TO THE CENTRAL REGIONAL AND
PELHAM DRIVE LIFT STATION PROJECT.**

WHEREAS, during the construction of the upgrades for the Central Regional and Pelham Drive lift stations, more rock than the contract allowance and an increase in the flagmen required for work around the railroad were encountered; and

WHEREAS, a budget amendment is necessary to appropriate additional funds to cover these unanticipated costs to complete the project.

**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 payment under the contract for construction of the sewer lift station projects in the amount of Nineteen Thousand Two Hundred Eighty-Three Dollars and Forty-Five Cents (\$19,283.45).

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 1st day of August 2022.

Presiding Officer of the Council

ATTEST:

Arlene Silvey, MPCC
City Clerk

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023
REGARDING THE CENTRAL REGIONAL AND PELHAM DRIVE LIFT STATION
PROJECT.**

**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 by increasing and decreasing certain expenditures as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1st day of August 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of August 2022.

Andrew L. Dawson, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

Exhibit A
City of Sedalia
FY23 Budget Amendment 8/1/2022 - Change Orders For Central Regional & Pelham Drive Lift Stations

Account / Description	Current Budget	Change	Amended Budget	Comments
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Expenditures / Uses of Funds

61-51-353-50	Treatment Plant Upgrades	3,758,115.00	19,283.45	3,777,398.45	Change Orders 1 and 2 for increased rock and railroad flagmen
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Total Expenditures / Uses of Funds

19,283.45

(19,283.45)

Net Decrease In Projected Fund Balance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING CHANGE ORDER NUMBERS ONE AND TWO FOR THE CENTRAL REGIONAL AND PELHAM DRIVE LIFT STATIONS.

WHEREAS, the City of Sedalia, Missouri, has received Change Order Numbers One and Two from Infrastructure Solutions, LLC for the Central Regional and Pelham Drive Lift Stations; and

WHEREAS, under the terms of said Change Orders the City of Sedalia shall pay the following sums and amounts:

- Change Order 1 - \$15,768.45 – Excavate rock for placement of new gravity sewer main connecting Menard’s Lift Station to Central Regional Lift Station.
- Change Order 2 - \$3,425.00 – Rail Pros Flagmen for observation during construction within railroad right-of-way

to Infrastructure Solutions, LLC as more fully described in the Change Orders attached to this Ordinance as Exhibits A & B and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts Change Order Numbers One and Two by and between the City of Sedalia, Missouri, and Infrastructure Solutions, LLC in substantively the same form and content as they have 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 Orders in substantively the same form and content as they have been proposed.

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

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

Read two times by title, copies of the proposed Ordinance having been made available for public inspection prior to the time the Bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1st day of August, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of August, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Arlene Silvey, MPCC City Clerk

Change Order No. 1

Date of Issuance: _____ Effective Date: _____
 Owner: **City of Sedalia, Missouri** Owner's Contract No.: _____
 Contractor: **InfraStructure Solutions** Contractor's Project No.: _____
 Engineer: **HDR Engineering, Inc.** Engineer's Project No.: **10210135**
 Project: **Central Regional and Pelham Drive Lift Station** Contract Name: _____

The Contract is modified as follows upon execution of this Change Order:

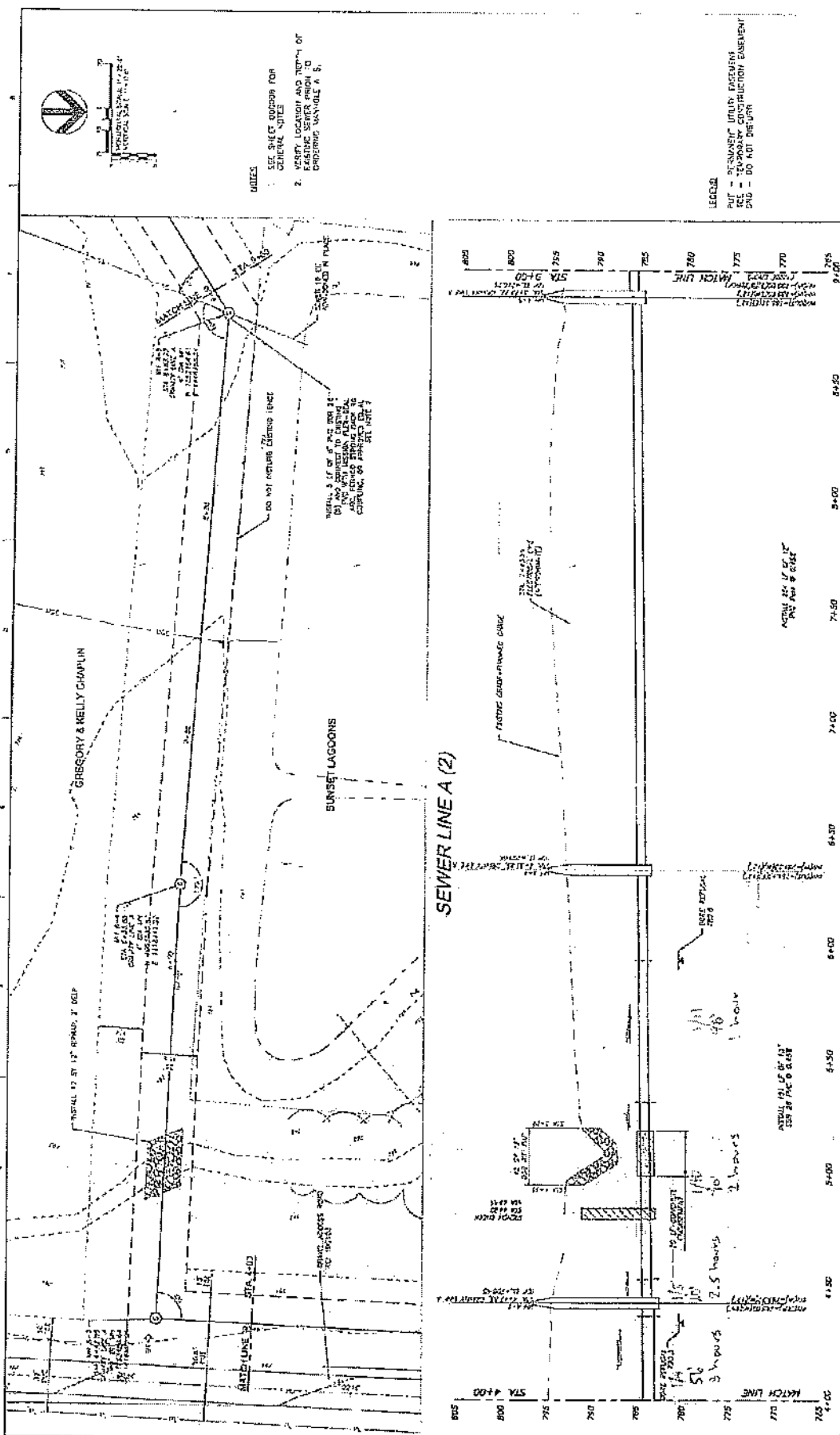
Description: InfraStructure Solutions has requested additional reimbursement for the unanticipated time to excavate for the new gravity pipe connecting Menards LS to Central LS. The cost for rock removal was included in the base unit price of the pipe installation. Due to discrepancies between the information provided to the contractor at bidding (the geotechnical report) and what was encountered in the field required additional time and equipment hours. InfraStructure Solutions is requesting reimbursement for half (50%) of the additional crew and equipment hours required.

Attachments: See correspondence attached.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: _____ <u>\$ 2,590,800.00</u>	Original Contract Times: _____ Substantial Completion: <u>September 9, 2022</u> Ready for Final Payment: <u>October 9, 2022</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : <u>\$ None</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>None</u> Ready for Final Payment: <u>None</u> days
Contract Price prior to this Change Order: <u>\$ 2,590,800.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 9, 2022</u> Ready for Final Payment: <u>October 9, 2022</u> days or dates
[Increase] [Decrease] of this Change Order: <u>\$ 15,768.45</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>None</u> Ready for Final Payment: <u>None</u> days or dates
Contract Price incorporating this Change Order: <u>\$ 2,606,568.45</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 9, 2022</u> Ready for Final Payment: <u>October 9, 2022</u> days or dates

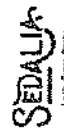
RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)		Contractor (Authorized Signature)	
Title: <u>Project Manager</u>	Title: _____	Title: <u>Project Manager</u>	Title: _____	Title: <u>Project Manager</u>	Title: _____
Date: <u>07-19-22</u>	Date: _____	Date: <u>7-19-2022</u>	Date: _____	Date: <u>7-19-2022</u>	Date: _____





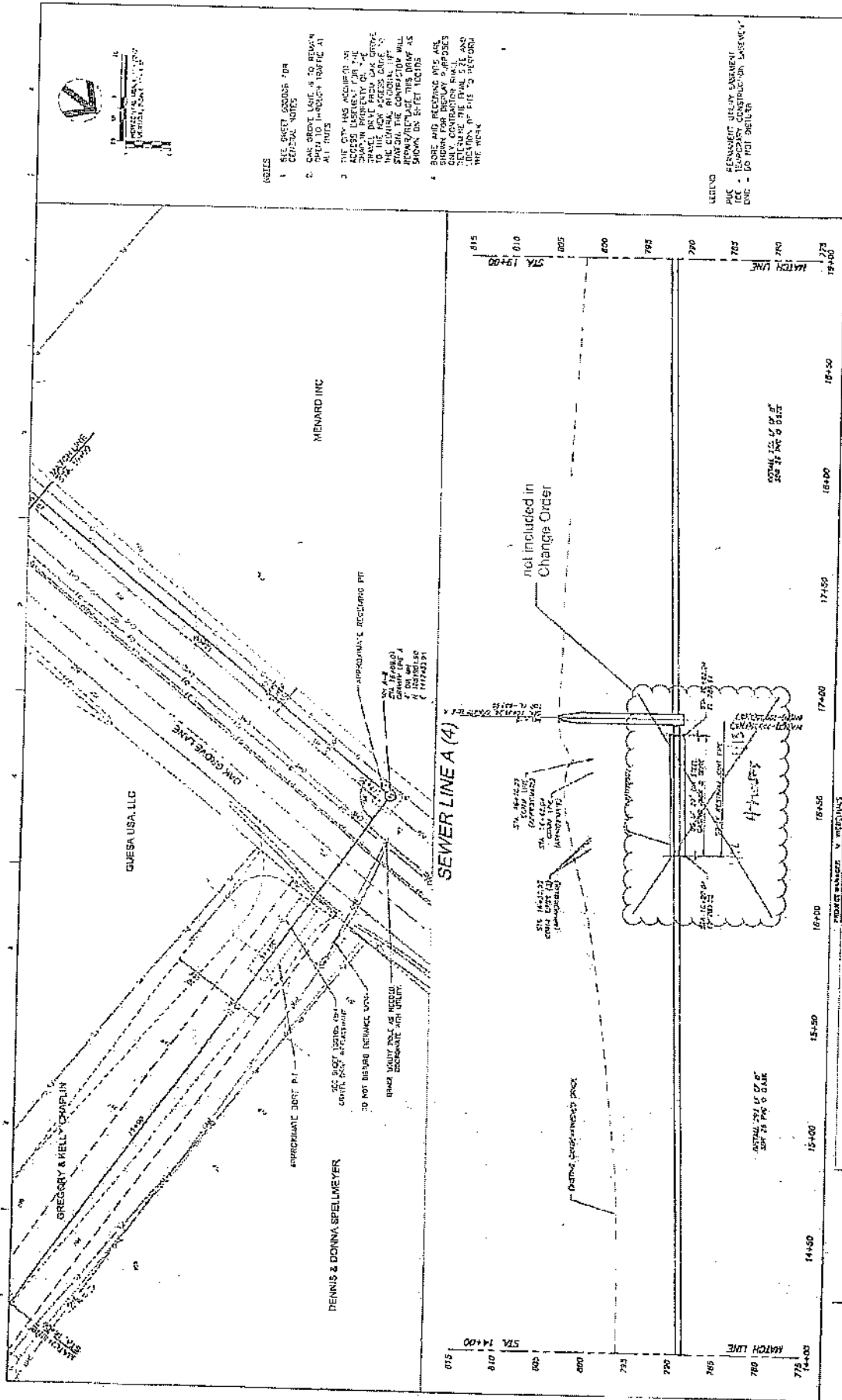
DIVISION B: CENTRAL REGIONAL LIFT STATION
GRAVITY SEWER LINE A
PLAN & PROFILE

CITY OF SEDALIA, MO
 DW. A: PELHAM DRIVE LIFT STATION
 DW. D: CENTRAL REGIONAL LIFT STATION
 PETTIS COUNTY, MISSOURI



THE
WEDDING
DRESS

[illegible][illegible]



SEDALIA
 CITY OF SEDALIA, MO
 DIV. B. CENTRAL REGIONAL LIFT STATION
 PETTUS COUNTY, MISSOURI

PROJECT INFORMATION

PROJECT NAME	SEWER LINE A (4)
PROJECT NUMBER	1001015
PROJECT LOCATION	SEWER LINE A (4)
PROJECT DATE	10/15/15

DESIGNER INFORMATION

DESIGNER NAME	W. W. WILSON & SONS, INC.
DESIGNER ADDRESS	1001015
DESIGNER PHONE	620-233-1000
DESIGNER FAX	620-233-1000

DIVISION B: CENTRAL REGIONAL LIFT STATION
GRAVITY SEWER LINE A
PLAN & PROFILE

REVISIONS

NO.	DATE	DESCRIPTION
1	10/15/15	ISSUE FOR BID

300A04

Sedalia Extra Rock Excavation

Manhole A2

12/20/2021

15%

Geo-Tech Showing Incorrect

Operator	2 Hr	\$	64.12	Hr	\$	128.24	\$	147.48
Foreman	2 Hr	\$	84.69	Hr	\$	169.38	\$	194.79
Labor 1	2 Hr	\$	50.12	Hr	\$	100.24	\$	115.28
Breaker	2 Hr	\$	123.05	Hr	\$	246.10	\$	283.02
360 Excavator	2 Hr	\$	123.05	Hr	\$	246.10	\$	283.02

Sub Total \$ 1,023.57

Manholes A2-A3

12/21/2021

15%

Geo-Tech Showing Incorrect

Operator	3 Hr	\$	64.12	Hr	\$	192.36	\$	221.21
Foreman	3 Hr	\$	84.69	Hr	\$	254.07	\$	292.18
Labor 1	3 Hr	\$	50.12	Hr	\$	150.36	\$	172.91
Breaker	3 Hr	\$	123.05	Hr	\$	369.15	\$	424.52
360 Excavator	3 Hr	\$	123.05	Hr	\$	369.15	\$	424.52

Sub Total \$ 1,535.35

12/22/2021

Geo-Tech Showing Incorrect

Operator	3 Hr	\$	64.12	Hr	\$	192.36	\$	221.21
Foreman	3 Hr	\$	84.69	Hr	\$	254.07	\$	292.18
Labor 1	3 Hr	\$	50.12	Hr	\$	150.36	\$	172.91
Breaker	3 Hr	\$	123.05	Hr	\$	369.15	\$	424.52
360 Excavator	3 Hr	\$	123.05	Hr	\$	369.15	\$	424.52

Sub Total \$ 1,535.35

12/27/2021

Geo-Tech Showing Incorrect

Operator	2 Hr	\$	64.12	Hr	\$	128.24	\$	147.48
Foreman	2 Hr	\$	84.69	Hr	\$	169.38	\$	194.79
Labor 1	2 Hr	\$	50.12	Hr	\$	100.24	\$	115.28
Breaker	2 Hr	\$	123.05	Hr	\$	246.10	\$	283.02
360 Excavator	2 Hr	\$	123.05	Hr	\$	246.10	\$	283.02

Sub Total \$ 1,023.57

Geo-Tech Showing Incorrect

12/29/2021

Operator	2 Hr	\$ 64.12 Hr	\$ 128.24	\$ 147.48
Foreman	2 Hr	\$ 84.69 Hr	\$ 169.38	\$ 194.79
Labor 1	2 Hr	\$ 50.12 Hr	\$ 100.24	\$ 115.28
Breaker	2 Hr	\$ 123.05 Hr	\$ 246.10	\$ 283.02
360 Excavator	2 Hr	\$ 123.05 Hr	\$ 246.10	\$ 283.02
Sub Total			\$	1,023.57

Geo-Tech Showing Incorrect

Manhole A3-A4

Geo-Tech Showing Incorrect

Operator	2.5 Hr	\$ 64.12 Hr	\$ 160.30	\$ 184.35
Foreman	2.5 Hr	\$ 84.69 Hr	\$ 211.73	\$ 243.48
Labor 1	2.5 Hr	\$ 50.12 Hr	\$ 125.30	\$ 144.10
Breaker	2.5 Hr	\$ 123.05 Hr	\$ 307.63	\$ 353.77
360 Excavator	2.5 Hr	\$ 123.05 Hr	\$ 307.63	\$ 353.77
Sub Total			\$	1,279.46

1/10/2022

Geo-Tech Showing Incorrect

Operator	2 Hr	\$ 64.12 Hr	\$ 128.24	\$ 147.48
Foreman	2 Hr	\$ 84.69 Hr	\$ 169.38	\$ 194.79
Labor 1	2 Hr	\$ 50.12 Hr	\$ 100.24	\$ 115.28
Breaker	2 Hr	\$ 123.05 Hr	\$ 246.10	\$ 283.02
360 Excavator	2 Hr	\$ 123.05 Hr	\$ 246.10	\$ 283.02
Sub Total				\$ 1,023.57

1/11/2022

Geo-Tech Showing Incorrect

Operator	1 Hr	\$ 64.12 Hr	\$ 64.12	\$ 73.74
Foreman	1 Hr	\$ 84.69 Hr	\$ 84.69	\$ 97.39
Labor 1	1 Hr	\$ 50.12 Hr	\$ 50.12	\$ 57.64
Breaker	1 Hr	\$ 123.05 Hr	\$ 123.05	\$ 141.51
360 Excavator	1 Hr	\$ 123.05 Hr	\$ 123.05	\$ 141.51
Sub Total				\$ 511.78

Rock Breaking

1/12/2022

Geo-Tech Showing Incorrect

Operator	4 Hr	\$ 64.12 Hr	\$ 256.48	\$ 294.95
Foreman	4 Hr	\$ 84.69 Hr	\$ 338.76	\$ 389.57
Labor 1	4 Hr	\$ 84.69 Hr	\$ 338.76	\$ 389.57
Breaker	4 Hr	\$ 123.05 Hr	\$ 492.20	\$ 566.03
360 Excavator	4 Hr	\$ 123.05 Hr	\$ 492.20	\$ 566.03
Sub Total				\$ 2,206.16

Sub-Change Order ----- Bere @ Oak Grove Lane

Not included in Change Order

1/13/2022

Geo-Tech Showing Incorrect

Operator	1 LS	\$ 12,650.00 Hr	\$ 12,650.00	\$ 14,547.50
Sub Total				\$ 14,547.50

Total ----- \$ 30,315.95

Total CO 1 ----- \$ 15,768.45

Change Order No. 2

Date of Issuance: _____ Effective Date: _____
 Owner: **City of Sedalia, Missouri** Owner's Contract No.: _____
 Contractor: **InfraStructure Solutions** Contractor's Project No.: _____
 Engineer: **HDR Engineering, Inc.** Engineer's Project No.: **10210135**
 Project: **Central Regional and Pelham Drive Lift Station** Contract Name: _____

The Contract is modified as follows upon execution of this Change Order:

Description: InfraStructure Solutions has requested additional reimbursement to cover the Rail Pros cost. InfraStructure Solutions entered an agreement with Rail Pros prior to the start of construction of the project. The hourly rates for Rail Pros were increased after the bid was finalized. InfraStructure Solutions is requesting reimbursement to help cover these increased costs.

Attachments: See correspondence attached.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>2,590,800.00</u>	Original Contract Times: Substantial Completion: <u>September 9, 2022</u> Ready for Final Payment: <u>October 9, 2022</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u>None</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>None</u> Ready for Final Payment: <u>None</u> days
Contract Price prior to this Change Order: \$ <u>2,590,800.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 9, 2022</u> Ready for Final Payment: <u>October 9, 2022</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>3,425.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>None</u> Ready for Final Payment: <u>None</u> days or dates
Contract Price incorporating this Change Order: \$ <u>2,594,225.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 9, 2022</u> Ready for Final Payment: <u>October 9, 2022</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)		Contractor (Authorized Signature)	
Title: <u>Project Manager</u>	Title: _____	Title: <u>Project Manager</u>		Title: _____	
Date: <u>07-19-22</u>	Date: _____	Date: <u>7-19-22</u>		Date: _____	



PRICE PROPOSAL
Central Regional & Pelham Lift Station
Sedalia, MO

Submitted To: Mitchell Wiebelhaus (HDR)
Address: 10450 Holmes Rd, Ste 600
Kansas City, MO 64131

Date: 7/01/22

Contact: Mitchell Wiebelhaus
Email: Mitchell.Wiebelhaus@hdrinc.com
Phone: 816-347-1161

Engineer: HDR
Job Location: 3610 W Main St, Sedalia, MO 65301

Date of Plans: 07/2021

Infrastructure Solutions was required to enter into an agreement with Rail Pros for the Central Regional & Pelham Lift Stations. In the contract documents provided, the daily rate was stated to be \$1,200 per day & an OT rate of \$175/hr. By the time this project had bid/been awarded the rates had increased to \$1,400 per day & an OT rate of \$200/hr. Line item 1 is a request for the cost Infrastructure Solutions incurred due to this increase.

We respectfully submit this "Change Order" for the contract we entered into with Rail Pros:

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>UM</u>	<u>Total Price</u>
1	Rail Pros Invoice	1	LS	\$3,425.00

PRICE PROPOSAL TOTAL ALL WORK ABOVE \$3,425.00

All items bid are tied unless discussed and agreed upon pre-award by an authorized representative of Infrastructure Solutions, LLC.

Should you have any questions, please let us know.

Submitted by: Nate Morgan

Date: 7/01/2022

Nate Morgan
Construction Project Engineer



RailPros Field Services, Inc.
1320 Greenway Drive
Suite 490
Irving TX 75038
United States

Invoice

Invoice #: INSE2202

Invoice Date: 2/25/2022

Bill To

Infrastructure Solutions, LLC.
9801 Renner Blvd
Lenexa KS 66219
United States

TOTAL

\$26,400.00

Project

3247-77U Infrastructure Solutions, LLC - Sedalia MO
- 3247-77

Terms

Due Date

PO #

110050

Quantity	Item	Rate	Amount
2	Utility Observation - Mobilization	\$1,000.00	\$2,000.00
13	Utility Observation - Weekdays	\$1,400.00	\$18,200.00
17	Utility Observation - Weekday Overtime	\$200.00	\$3,400.00
2	Utility Observation - Nights & Weekend	\$1,400.00	\$2,800.00
Subtotal			\$26,400.00
Tax Total (%)			\$0.00
Total			\$26,400.00



INSE2202

Period 1/31/22 to 2/28/22

Date	Day of Week	Daily Hours				OT	Weekday		Weekend		
		Oddie Beeman	David Craft	Ron Zullig	Total Hours		Days	Overtime Hours	Days	Overtime Hours	
		AM Shift	AM Shift	AM Shift							
Mobilization / Administrative Fee											
1/31/2022	Mon	8.0			8.0	-	1.0	-	-	-	\$ 2,000.00
2/1/2022	Tue					-	-	-	-	-	\$ 1,400.00
2/2/2022	Wed					-	-	-	-	-	\$ -
2/3/2022	Thu					-	-	-	-	-	\$ -
2/4/2022	Fri					-	-	-	-	-	\$ -
2/5/2022	Sat					-	-	-	-	-	\$ -
2/6/2022	Sun					-	-	-	-	-	\$ -
2/7/2022	Mon		9.0			9.0	1.0	1.0	-	-	\$ 1,600.00
2/8/2022	Tue		8.0			8.0	-	1.0	-	-	\$ 1,400.00
2/9/2022	Wed		8.0			8.0	-	1.0	-	-	\$ 1,400.00
2/10/2022	Thu		10.0			10.0	2.0	1.0	2.0	-	\$ 1,800.00
2/11/2022	Fri		10.0			10.0	2.0	1.0	2.0	-	\$ 1,800.00
2/12/2022	Sat		8.0			8.0	-	-	-	1.0	\$ 1,400.00
2/13/2022	Sun					-	-	-	-	-	\$ -
2/14/2022	Mon			10.0		10.0	2.0	1.0	2.0	-	\$ 1,800.00
2/15/2022	Tue			11.5		11.5	3.5	1.0	3.5	-	\$ 2,100.00
2/16/2022	Wed			11.0		11.0	3.0	1.0	3.0	-	\$ 2,000.00
2/17/2022	Thu			8.0		8.0	-	1.0	-	-	\$ 1,400.00
2/18/2022	Fri			8.0		8.0	-	1.0	-	-	\$ 1,400.00
2/19/2022	Sat			8.0		8.0	-	-	-	1.0	\$ 1,400.00
2/20/2022	Sun					-	-	-	-	-	\$ -
2/21/2022	Mon			8.5		8.5	0.5	1.0	0.5	-	\$ 1,500.00
2/22/2022	Tue			11.0		11.0	3.0	1.0	3.0	-	\$ 2,000.00
2/23/2022	Wed					-	-	-	-	-	\$ -
2/24/2022	Thu					-	-	-	-	-	\$ -
2/25/2022	Fri					-	-	-	-	-	\$ -
2/26/2022	Sat					-	-	-	-	-	\$ -
2/27/2022	Sun					-	-	-	-	-	\$ -
2/28/2022	Mon					-	-	-	-	-	\$ -
Total		8.0	53.0	76.0	-	137.0	17.0	13.0	17.0	2.0	\$ 26,400.00

To: Kelvin Shaw
Through: Brenda Ardrey *BA*
From: Jeremy Stone
Date: July 20, 2022
Subject: Council Memo: Central Regional and Pelham Drive Lift Station
Change Order #1 and Change Order #2
Budget Amendment 61-51-353-50 \$19,283.45

Change Order #1

The Public Works Department is requesting approval of the attached Change Order #1 for the above mentioned project. The Contractor (Infrastructure Solutions) has requested additional reimbursement for the unanticipated time to excavate rock for placement of the new gravity sewer main connecting the Menards Lift Station to the new Central Regional Lift Station. The cost for this rock removal was included in the base unit price of the pipe installation, but due to discrepancies between the geotechnical report and the amount of rock that was actually encountered during excavation the work required additional time and equipment to complete.

Change Order #2

The Public Works Department is requesting approval of the attached Change Order #2 for the above mentioned project. The Contractor (Infrastructure Solutions) has requested additional reimbursement for the increased cost of Rail Pros flagmen that is a requirement for observation during construction within the railroad right-of-way. The Contract had an allowance of \$10,000 for Rail Pros costs, and the total cost incurred by the Contractor from Rail Pros was \$26,400. The Contractor is requesting \$3,425 in additional funds to cover the cost incurred due to a Rail Pros rate increase from \$1,200 per day and an overtime rate of \$175 per hour to \$1,400 per day and an overtime rate of \$200 per hour. The Rail Pros rate increase occurred after the Contractor's bid was finalized.

The Change Order #1, attached, would increase the total project cost by \$15,768.45 bringing the total project cost to \$2,606,568.45. The Change Order #2, attached, would increase the total project cost by \$3,425.00. If both Change Orders #1 and #2 were approved, the total project cost would be \$2,609,993.45

These costs are above the amounts originally anticipated for the project and will require a budget amendment, if approved, for the \$19,283.45 amount.

Thank you for your consideration.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN IRREVOCABLE CONSENT TO ANNEXATION AND UTILITY SERVICES AGREEMENT TO EXTEND THE CITY OF SEDALIA'S WATER SYSTEM AND SANITARY SEWER.

WHEREAS, The City of Sedalia, Missouri, has received an irrevocable consent to annexation and utility services agreement from Prairie Hollow Development Co. LLC; and

WHEREAS, under the agreement, the City of Sedalia, Missouri agrees to allow Prairie Hollow Development Co. LLC to extend the City of Sedalia's water system and sanitary sewer as more fully described in the proposed agreement attached as Exhibit A and incorporated by reference as though the proposed agreement were set forth herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Prairie Hollow Development Co. LLC in substantively the same form and content as the agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1st day of August, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of August, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

IRREVOCABLE CONSENT TO ANNEXATION AND UTILITY SERVICES AGREEMENT

This Irrevocable Consent to Annexation and Utility Services Agreement (hereinafter "Agreement") entered into this _____ day of _____, 2022, between the City of Sedalia, Missouri, (hereinafter "City") and Prairie Hollow Development Co. LLC (hereinafter referred to as "Owner").

WHEREAS, the Owner is the owner of approximately 208.58 acres of real property, generally located in the general areas of Sacajawea and Palmer Roads and is legally described in Exhibit A (the "Property"); and

WHEREAS, the Owner proposes to develop the Property for a housing development in accordance with the ordinances of the City; and

WHEREAS, in order for the Owner to develop the property as a housing development, the Owner needs water and sanitary sewer utilities; and

WHEREAS, the City is willing to extend water and sanitary sewer utility services to the edge of the Property for the Owner's use in the housing development in exchange for the right to annex the Property if the Property becomes contiguous and compact to the City's corporate city boundary; and

WHEREAS, the City is authorized to enter into such agreements pursuant to Section 70.220, RSMo; and

WHEREAS, Section 70.230 of the Revised Statutes of Missouri provides that the City may enter into such agreements by ordinance duly enacted; and

WHEREAS, the City is authorized to annex the Property pursuant to Chapter 71 of the Revised Statutes of Missouri.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Owner and its successors and assigns, in exchange for the City's agreement to allow Owner to connect the Property to the City's water and sanitary sewer facilities, does grant unto the City the irrevocable and perpetual right to file on its behalf a Petition for Voluntary Annexation at any time after annexation becomes possible. The Owner and its successors and assigns covenant not to object to such annexation, and stipulate that this Agreement shall estop them individually and severally from making any objection to such annexation.
2. City shall extend its sanitary sewer facilities to the east edge of the Property along with a sewer lift station adequate to serve the development, as generally depicted in the site plan incorporated herein as Exhibit B, at the City's expense and allow Owner to connect to the City's sanitary sewer facilities at the edge of the Property.

Owner shall then extend the sanitary sewer facilities throughout the Property at the Owner's expense. Prior to approving the physical connection, Owner shall establish or obtain all necessary easements from any other landowners and provide recorded copies to the City, obtain permits for the connection and pay all fees required to connect to the City's sanitary sewer system. Owner shall become a sanitary sewer utility customer of the City and shall pay all fees and charges established and changed from time to time by the City. Each party shall be responsible for obtaining the required Missouri Department of Natural Resources permits for their portion of the project.

3. City shall extend its water system to the north edge of the Property, as generally depicted in the site plan incorporated herein as Exhibit B, at the City's expense and allow Owner to connect to the City's water system at the edge of the Property. Owner shall then extend the City's water system throughout the Property at the Owner's expense. Prior to approving the physical connection, Owner shall establish or obtain all necessary easements from any other landowners and provide recorded copies to the City, obtain permits for the connection and pay all fees required to connect to the City's water system. Owner shall become a water utility customer of the City and shall pay all fees and charges established and changed from time to time by the City. The owner at the time of connection shall be responsible for the installation of water service lines, including domestic water and irrigation lines, if any. City shall be responsible for installation of meters and appurtenances at the meter box for each connection. Water service lines from the meter to the residence are owned and maintained by the property owner. Water service lines from the water distribution main to the meter are owned and maintained by the City.
4. The sanitary sewer and water lines serving the Property shall be constructed in compliance with City regulations and standards. Construction of sanitary sewer and water lines shall be inspected by the City as though the Property were within the City limits and shall be subject to City approval. Owner agrees to bring the sewer and water lines servicing the development to the City's water and sewer lines at the edge of the Property and make connections at the Owner's cost. Owner shall grant utility easements to City for the sewer and water lines within the Property. Owner shall not be charged for sanitary sewer and water services until the activation of service with the City. Owner agrees to the "out of town" fee/cost schedule for services until the Property is annexed by the City, at which time Owner and subsequent purchasers of all or part of the Property will pay the "in town" fee/cost schedule for services.
5. Owner shall construct all streets, sidewalks, stormwater management and other infrastructure within the Property in compliance with all City regulations and standards. Inspection of streets, sidewalks, stormwater management and other infrastructure within the Owner's Property shall be done by the City. Such streets shall include the first approximately 850' of the 42' wide collector road, as generally depicted in the site plan incorporated herein as Exhibit B

6. Owner irrevocably appoints the City Administrator of Sedalia, Missouri, as its attorney-in-fact for the sole purpose of presenting a notarized petition requesting annexation of Owner's property to the City of Sedalia, Missouri, IF AND WHEN the Property becomes contiguous and compact to the city limits of the City of Sedalia, Missouri. The City Administrator may exercise this power of attorney at any time after the Property becomes contiguous to the corporate limits of the City. Owner, on its behalf, and on behalf of its successors and assigns does hereby waive any notice of the filing of the petition, does hereby consent to the granting of the petition, and does hereby waive any objections, statutory or otherwise, to the annexation of the Property into the City of Sedalia. Owner does hereby authorize the City to take whatever action necessary to complete the annexation of the Property. Owner's consent to such future annexation of the Property is irrevocable.
7. The parties hereto agree that this Agreement shall be recorded, in the real estate records of the Office of Recorder of Deeds of Pettis County, Missouri, and that the obligations and conditions of this Agreement shall run with the Property and shall be binding upon all future owners and users of the Property. Owner, on its own behalf and on behalf of all such future owners of the Property hereby agrees that each purchaser, assignee or transferee of an interest in the Property, or any portion thereof, will be obligated and bound by the terms of this Agreement. Owner, on its own behalf and on behalf of all future owners of the Property, acknowledges that it and/or future owners of the Property shall be responsible for payment of all properly billed fees for sanitary sewer and water services as established by the City of Sedalia. Owner's liability contained in this paragraph 7 shall terminate when Owner has transferred its ownership interest in the Property to a successor owner, at which time, the successor owner shall be responsible for payment of all properly billed fees for sanitary sewer and water services as established by the City.
8. Alternatively, if requested by the City Administrator, Owner, its successors and assigns shall, within such time as specified by the City Administrator, submit a notarized petition requesting annexation of Owner's property to the City Clerk for presentation to the City Council of Sedalia, Missouri. The City Administrator may request Owner to present an annexation petition at any time after the Property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.
9. Owner shall give a copy of this Agreement to each person who buys all or a portion of the Property.
10. If Owner fails to comply with any of the provisions of this Agreement, or repudiates the terms of this Agreement, City may terminate sanitary sewer and water services to the Property and disconnect the utility lines serving the Property from the City's

sanitary sewer and water systems. City shall give Owner six months prior written notice of its intent to terminate services.

11. This Agreement is not intended to confer any rights or remedies on any person other than the parties mentioned in this Agreement.

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

13. Zoning

The Property is located in Pettis County, Missouri. Pettis County does not have Planning and Zoning Ordinances. Therefore, if at the time of annexation, the Property is improved, then upon annexation of the Property into the City of Sedalia, Missouri, the property classification will be whatever its current use would indicate within the City's zoning classification. If at the time of annexation, the Property is unimproved land, then the classification of the Property will be the lowest City zoning classification which is currently District A (Agricultural). The Owner will then need to follow the City's zoning process to rezone the property to the zoning district that will allow the intended use. The parties agree that execution of this Agreement in no way constitutes a waiver of any requirements of applicable state laws, City ordinances or policies with which the Owner must comply and does not in any way constitute prior approval of any future proposal for development.

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

CITY OF SEDALIA, MISSOURI

By: _____
Andrew Dawson, Mayor

ATTEST:

Arlene Silvey, MPCC City Clerk

OWNER: Prairie Hollow Development
Co. LLC

By: _____
Joe Fischer, Managing Member

STATE OF MISSOURI)
) ss
COUNTY OF PETTIS)

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

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

Notary Public

SEAL:

ACKNOWLEDGEMENT BY OWNER

STATE OF MISSOURI)
) ss
COUNTY OF _____)

On the _____ day of _____, 2022, before me appeared Joe Fischer, to me personally known, who, being by me duly sworn, did say that he is the [managing member] of Prairie Hollow Development Co. LLC and that said instrument was signed on its behalf by authority of its members, and Joe Fischer acknowledged the said instrument to be the free act and deed of Prairie Hollow Development Co. LLC.

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

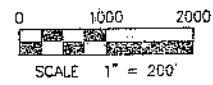
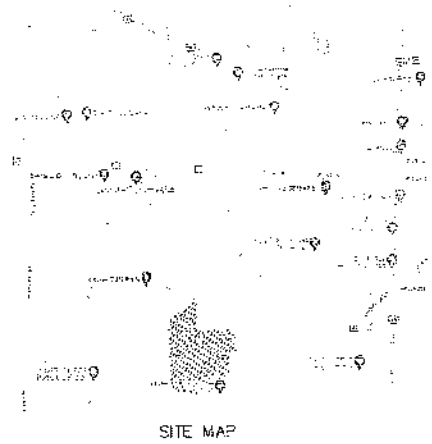
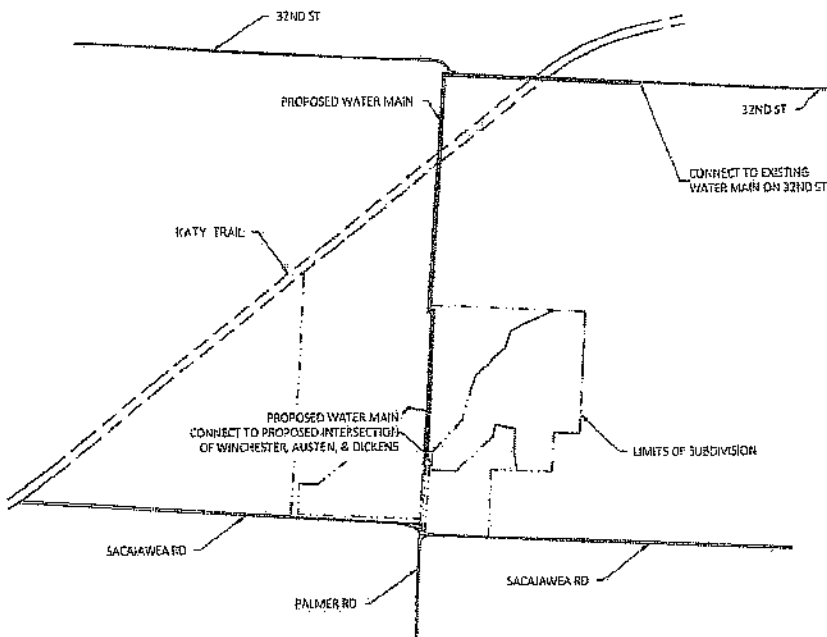
Notary Public

EXHIBIT A
Legal Description

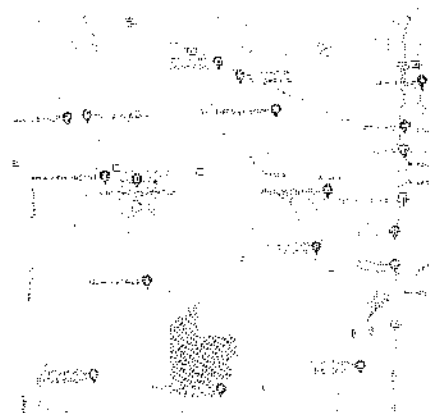
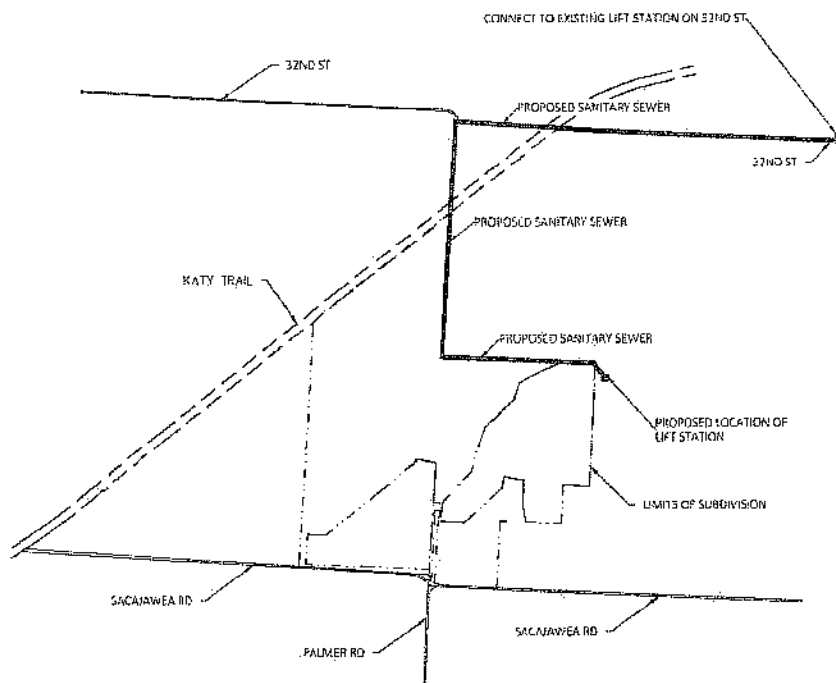
207 ACRES, MORE OR LESS

120.71 ACRES OFF OF THE EAST SIDE OF THE EAST HALF OF SECTION 13, TOWNSHIP 45 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI, LYING SOUTH OF THE MISSOURI-KANSAS AND TEXAS RAILROAD (KATY TRAIL) ALSO A PART OF LOTS 1 AND 2 OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 45 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2 OF THE SOUTHWEST QUARTER; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 2 OF THE SOUTHWEST QUARTER, 786.3 FEET; THENCE NORTH AND ALONG AN EXISTING PIPE FENCE LINE, 787.86 FEET; THENCE EAST ALONG AN EXISTING PIPE FENCE LINE, 682.23 FEET; THENCE NORTH ALONG AN EXISTING FENCE LINE 455.77 FEET; THENCE EAST, 300.0 FEET; THENCE NORTH, 1421.0 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID LOT 1 OF THE SOUTHWEST QUARTER; THENCE WEST ALONG SAID NORTH LINE AND ALONG THE NORTH LINE OF SAID LOT 2 OF THE SOUTHWEST QUARTER, 1751.0 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 2 OF THE SOUTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 2 OF THE SOUTHWEST QUARTER, 2667.0 FEET, MORE OF LESS, TO THE POINT OF BEGINNING.

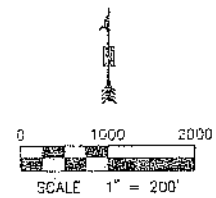
EXHIBIT B



PRAIRIE HOLLOW DEVELOPMENT
OFFSITE WATER MAIN EXTENSION



SITE MAP



PRAIRIE HOLLOW DEVELOPMENT
OFFSITE SANITARY SEWER EXTENSION

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A GRANT AGREEMENT FOR SIDEWALK REHABILITATION AND REPLACEMENT.

WHEREAS, on January 18, 2022 the City of Sedalia, Missouri, applied for funding through the State of Missouri's Community Development Block Grant (CDBG) program for sidewalk rehabilitation and replacement in the Midtown 353 Redevelopment Area; and

WHEREAS, said grant funding has been awarded to the City of Sedalia, Missouri, in the amount of Five Hundred Thousand Dollars (\$500,000.00) for said sidewalk rehabilitation and replacement 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 grant agreement by and between the City of Sedalia, Missouri and the State of Missouri Department of Economic Development as the agreement has been proposed and attached hereto.

Section 2. The Mayor 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 grant agreement in substantively the same form and content as the grant agreement has been proposed.

Section 3. The City Clerk is hereby directed to file in her office a copy of the grant 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 1st day of August 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of August 2022.

Andrew L. Dawson, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk



Missouri Department of
Economic Development

Grant Agreement

Between

**State of Missouri
Department of Economic Development**

And

City of Sedalia, Missouri

2021-GI-17

July 11, 2022



DED Form GA-2020 STATE OF MISSOURI
DEPARTMENT OF ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SECTION 1: INTRODUCTION AND GRANT REQUIREMENTS

1.1 Introduction:

- 1.1.1. This Grant Agreement, by and between the Department of Economic Development, an executive branch agency of the State of Missouri (DED), and City of Sedalia Missouri (Grantee) is for the provision of improvements under the Community Development Block Grant (CDBG) Program, as further defined in the "Scope of Services and Deliverables."
- 1.1.2. This Grant Agreement is made pursuant to the authority of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended ("the Act"), codified at 42 U.S.C. § 5301, et seq., and commonly referred to as the Community Development Block Grant Program ("CDBG").
- 1.1.3. The following additional documents are incorporated by reference as part of this Grant Agreement:
 - 1.1.3.1. The Grantee's submissions for CDBG assistance;
 - 1.1.3.2. The Statement of Assurances;
 - 1.1.3.3. The Grant Budget;
 - 1.1.3.4. The Act, as now in effect and as may be amended from time to time;
 - 1.1.3.5. Department of Housing and Urban Development ("HUD") regulations at 24 CFR Part 570, as amended from time to time, and as modified by waivers, alternative requirements, and other requirements described in this agreement and in Federal Register notices published as of the date of this Agreement or in the future;
 - 1.1.3.6. Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 ("Section 3"), codified at 12 U.S.C.

1701u, and HUD implementing regulations at 24 CFR Part 75, as may be amended from time to time;

1.1.3.7. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200, as may be amended from time to time;

1.1.3.8. DED's current Consolidated Plan and Annual Action Plan, pursuant to 24 CFR Part 91, as amended;

1.1.3.9. The State's CDBG Administrative Manual;

1.1.3.10. The State's CDBG Policies and Procedures Implementation Manual;

1.1.3.11. The State's CDBG Guidelines;

1.1.3.12. The federal award identification worksheet;

If the Funding Assistance amount is over \$100,000, the Certification Regarding Government-Wide Restriction on Lobbying; and

1.1.3.13. The DED Funding Approval form.

1.1.4. Key Dates and Deadlines:

1.1.4.1. The effective date of the Grant Agreement shall be the Grant Award date set forth in the DED Funding Approval form ("Effective Date").

1.1.4.2. The Project is funded by one or more federal grants, identified in Section 9 of the Funding Approval Form. Each federal grant has a deadline after which the funds from the grant can no longer be expended ("Federal Grant Deadline"), as set forth below:

Federal Grant No. identified in Section 9 of Funding Approval Form	Federal Grant Deadline
B-15-DC-29-0001	August 19, 2022
B-16-DC-29-0001	August 18, 2023
B-17-DC-29-0001	August 23, 2024
B-18-DC-29-0001	August 22, 2025
B-19-DC-29-0001	August 21, 2026
B-20-DC-29-0001	August 23, 2027

- 1.1.4.3. Expenditure Deadline: All expenditures of CDBG funds under this Grant Agreement must be completed no later than three (3) years from the Effective Date, **EXCEPT THAT if the Federal Grant Deadline above is an earlier date, the funds attributable to that federal grant must be expended by the applicable Federal Grant Deadline.**
- 1.1.4.4. Final invoice and grant distribution reconciliation report for each Federal Grant source must be submitted no later than 60 days after the Expenditure Deadline as set forth in Section 1.1.4.3.
- 1.1.4.5. The Project must be completed three years from the Effective Date ("Project Completion Deadline") (also set forth in Section 1.2.3).
- 1.1.4.6. All Project closeout documents must be submitted no later than sixty (60) days after the Project Completion Deadline.
- 1.1.4.7. Grantee shall adhere to the deadlines for the project. In the event that the Grantee is unable to meet a deadline, the Grantee shall request an extension of such deadline from DED in writing no later than five business days prior to the deadline. Deadlines for expenditures may not be extended beyond the Expenditure Deadline.

1.2 General Requirements:

- 1.2.1 DED will make available the funding assistance specified in the attached DED Funding Approval form (the "Funding Assistance") to the Grantee for completion of the project identified on the Grantee's CDBG Program Application (the "Project"). The obligation and utilization of the Funding Assistance is subject to the requirements for a release of funds by DED under the Environmental Review Procedures at 24 CFR Part 58 for any activities requiring such release.
- 1.2.2 The Grantee agrees to accept responsibility for adherence to this Grant Agreement by any and all subrecipient entities to which it makes available any portion of the Funding Assistance.

- 1.2.3 The Grantee agrees that it will complete the Project no later than three years from the Effective Date set forth in Section 1.1.4 ("Project Completion Deadline").
- 1.2.4 The Grantee agrees that it will adhere to the projection of grant expenditures by activity as submitted with the application.
- 1.2.5 The Grantee agrees that its disbursement of funds must occur in a timely manner. If any payment takes longer than three days (as provided in the financial chapter of the CDBG Program Administrative Manual), the Grantee will maintain a written explanation for such delay.
- 1.2.6 The Grantee agrees to conduct the Project in such a manner to ensure timely expenditure of funds and accomplishment reporting. The Grantee agrees to submit updates regarding expenditure projections on a quarterly basis.
- 1.2.7 The Grantee warrants that its internal financial controls will be followed with respect to all activities conducted pursuant to this Grant Agreement, and that such controls are adequate. The Grantee agrees to establish and maintain a financial management system in order to provide accurate, current, and complete disclosure of the financial status of the CDBG Program funded Project by eligible program activity. The Grantee agrees to provide effective control over and accountability for CDBG Program funds, property, and other assets, including proper segregation of duties.
- 1.2.8 The Grantee agrees to comply with the principles for determining allowable costs found in 2 CFR Part 200 (as made applicable by 24 CFR 570.489).
- 1.2.9 The Grantee will:
 - a. Identify the total need of assistance,
 - b. Identify the total of all available assistance,
 - c. Identify the assistance determined to be not available for the same purpose /activity,
 - d. Perform calculations determining the total funds available from other sources,
 - e. Perform calculations determining the maximum eligible award,

- f. Require all applicants to sign a subrogation agreement to repay any assistance later received for the same purpose, and
 - g. Recapture funds, if necessary, including but not limited to situations when funds were expended in excess of the need and duplicative other assistance received by the beneficiary for the same purpose.
- 1.2.10 The Grantee agrees that State and HUD officials shall have full access to any documents or materials relating to the Funding Assistance at any reasonable time.
- 1.2.11 The Grantee agrees that all funds received under this Grant Agreement shall be held and used by the Grantee for the sole purpose of accomplishing the Project, and none of the funds so held or received shall be diverted to any other use or purpose.
- 1.2.12 The Grantee agrees that any material prepared by the Grantee, or by persons or firms employed or contracted by the Grantee, in connection with this Grant Agreement shall not be subject to copyright, and DED shall have the unrestricted authority to publish, distribute, or otherwise use, in whole or in part, any reports, data, or other material prepared under this Grant Agreement.
- 1.2.13 The Grantee agrees that any approval of contracts, sub-contracts, material or service orders, or any other obligation by the Grantee or its agents shall not be deemed an obligation by DED or the State of Missouri, and neither shall be responsible for fulfillment of the Grantee's obligations.
- 1.2.14 The Grantee agrees to comply with the citizen participation requirements set out in Section 104(a) of the Act, including the State's written Citizens Participation Plan in accordance with Section 508 of the Housing and Community Development Act of 1987.
- 1.2.15 The Grantee agrees to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101- 144, and also agrees to enforce applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

- 1.2.16 The Grantee agrees to comply with all reporting requirements of the HUD performance measurement or financial systems, including but not limited to the Integrated Disbursement and Information System ("IDIS"). DED may suspend requests for CDBG Program funds by the Grantee for failure to comply with any specific requirement of such reporting.
- 1.2.17 The Grantee agrees to comply with the State's procedures and policies to prevent and detect fraud, waste, and abuse. The Grantee acknowledges that a subrecipient's or service provider's systems used to administer CDBG funds will be monitored to ensure that adequate protections against fraud and misuse of funds are in place.
- 1.2.18 The Grantee agrees to comply with the policies and procedures set forth in Executive Order 96-03 for the protection of Missouri's wetlands.
- 1.2.19 The Grantee agrees to obtain and comply with all relevant state and federal permits and licenses related to construction and operation of any development activity funded by CDBG Program. The Grantee agrees and understands that copies of those permits and licenses shall be made available to DED or HUD upon request. The Grantee acknowledges that a lack of any such applicable permit or license may restrict Grantee access to the Funding Assistance.
- 1.2.20 In the event that the Grantee has, in DED's sole discretion, failed to comply with this Grant Agreement or any other CDBG program requirement, the Grantee shall perform any remedial actions determined appropriate by DED to correct the deficiency, which actions may include, but are not limited to:
- a. The Grantee's repayment or reimbursement to the State or local CDBG Program fund (at DED's discretion) of inappropriately used CDBG funds;
 - b. The Grantee's return to the State of CDBG Program funds deposited at the Grantee's local financial institution; and
 - c. The Grantee's return to DED or the supplier of any equipment, materials, or supplies purchased or leased using CDBG Program funds.
- 1.2.21 Such actions shall be performed by the Grantee in the time period specified by DED in writing to the Grantee. DED may also refuse the Grantee's requests for CDBG Program funds or take other actions as DED

deems appropriate to ensure proper performance of the terms of this Grant Agreement and compliance with CDBG Program requirements.

- 1.2.22 DED may terminate this Grant Agreement in whole or in part, at any time, including before Project completion, if it determines that the Grantee has failed to comply with the conditions of this Grant Agreement. DED shall notify the Grantee in writing of any such determination and the reasons for the termination, together with the effective date. The Grantee shall not obligate the Funding Assistance in any way after the effective date of the termination of the Grant Agreement, and it shall be the Grantee's duty to take any and all legal efforts to cancel any obligations outstanding with respect to the Funding Assistance upon termination.
- 1.2.23 The provisions of this Grant Agreement are binding upon each party's successors and permitted assigns.
- 1.2.24 The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions as specified and required in Section 104(g) of the Act, the National Environmental Policy Act of 1969, and in 24 CFR Part 58.
- 1.2.25 The Grantee agrees to comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601), Sections 104(d), 104(k), and 105(a) (11) of the Act.
- 1.2.26 The Grantee agrees the use of CDBG Program funds for relocation activities must meet accessibility standards, provide reasonable accommodations to persons with disabilities, and take into consideration the functional needs of persons with disabilities in the relocation process.
- 1.2.27 The Grantee agrees to comply with the lead-based paint hazard control laws and regulations specified in Title X of the Housing and Community Development Act of 1992, implementing regulations at 24 CFR Part 35, state statutes governing the licensing and conduct of persons addressing lead paint at Sections 701.300 through 701.349, RSMo, Work Practice Standards at 19 CSR 30-70, and OSHA regulations at 29 CFR Part 1926.
- 1.2.28 The Grantee agrees to comply with HUD's regulations implementing Section 3, at 24 CFR Part 75, as may be amended from time to time. The

regulations at 24 CFR Part 75 are applicable to projects for which assistance or funds are committed on or after July 1, 2021.

- 1.2.29 The Grantee agrees to comply with the stricter of the procurement requirements between applicable state and local laws and the CDBG program procurement policy, as set forth in the CDBG Administrative Manual.
- 1.2.30 If the Grant Award is for the CDBG Voluntary Buyout program, the Grantee agrees to the state's guidelines for a voluntary buyout program, either funded in full or partially funded by CDBG funds. The guidelines must meet the minimum policy requirements for the CDBG Program.
- 1.2.31 If the Project is for the CDBG Voluntary Buyout program, the Grantee agrees that all real estate purchased in the name of the Project must have open space deed restrictions in perpetuity.
- 1.2.32 The Grantee agrees to the state's grievance and appeals policy handling incoming complaints, and includes a complaint escalation process in order to ensure that complaints are properly resolved.
- 1.2.33 The Grantee agrees to comply with affordability periods for housing assistance programs as stated in the most relevant Federal Registers and CDBG Program policy.
- 1.2.34 The Grantee hereby certifies that the Grantee will administer funded program activities in accordance with the Fair Housing Act and that the Grantee will affirmatively further fair housing.
- 1.2.35 The Grantee agrees to comply with federal labor standards requirements as defined in the Davis- Bacon Act, the Copeland Anti-Kickback Act, the Contract Work Hours and Safety Standards Act and the Missouri Prevailing Wage Law.
- 1.2.36 The Grantee agrees to comply with the requirements of the eVerify federal work authorization program as defined in Section 285.525(6), RSMo with respect to employees working in connection with the Project.
- 1.2.37 The Grantee agrees not to use the services of any contracting organization which is, or whose principals are, suspended or debarred from federal programs.
- 1.2.38 The Grantee agrees that any program income generated by the use of CDBG Program funds (including, but not limited to, sale of property acquired or constructed in whole or in part with CDBG Program funds)

will be used for CDBG Program eligible activities that meet a HUD national objective, if approved by DED in its sole discretion, or else returned to DED. The Grantee also agrees that it will inform DED of the generation of any program income after the closing of the Project. Program income generated while the Project remains open and active must be used for CDBG-eligible costs prior to drawing additional CDBG Program funds for those costs.

- 1.2.39 The Grantee agrees to comply with the conflict of interest provisions specified in the CDBG Program Guidelines.
- 1.2.40 The Grantee agrees to comply with the Missouri CDBG Grantee Language Access Plan Guidance to develop and adopt a Language Access Plan in order to provide Limited English Proficient ("LEP") persons with meaningful access to programs and activities funded by the federal government and awarded by DED.
- 1.2.41 The protection of Personally Identifiable Information ("PII") data applies to all CDBG Program Grantees, subrecipients, and contracted agents. The Grantee agrees to implement PII protection as set forth in the CDBG Program PII Policy. The Grantee shall cause each such sub-recipient and contracted agent to execute the CDBG PII Policy and provide the executed copy to DED. Non-compliance may cause penalties for future grant awards.
- 1.2.42 The Grantee agrees that any and all amount of local funds or in-kind (force account) services or materials indicated in the attached Funding Approval form shall be equal to or greater than the amount indicated.
- 1.2.43 The Grantee agrees that any proposed activity budget variances (from the Funding Approval form) must be approved by DED in writing, in the sole discretion of DED, prior to an obligation of funds for such activity. Any desired variance shall be approved by the Grantee's governing body in advance of such an obligation of funds.
- 1.2.44 The Grantee agrees to complete the Project in its entirety and as indicated in the Funding Approval form.
- 1.2.45 The Grantee agrees to comply with all legal or administrative requirements imposed by or described in the CDBG Program Administrative Manual and the CDBG Program Guidelines. The Grantee is aware that this includes, but is not limited to, the requirement that a

grant recipient must repay to the State, upon sale of the CDBG Program-funded real property to a non-eligible entity, a pro-rata portion of the proceeds of the sale, as set forth in the CDBG Program Administrative Manual. Real property, acquired or improved in whole or in part with CDBG Program funds, must continue to meet the CDBG Program national objective for a period not less than five years from the date of Project closeout.

- 1.2.46 The Grantee agrees that upon Project completion, any CDBG Program funds remaining from the allocation indicated in the Funding Approval form shall be returned to DED if they have been drawn to the Grantee's local depository, or cancelled if such funds have not been drawn.
- 1.2.47 The Grantee agrees to comply with 2 CFR Part 200, which governs the auditing requirements of these grant monies in accordance with the Single Audit Act of 1984, as amended, and to provide DED with all required audits. The Catalog of Federal Domestic Assistance ("CFDA") number for state CDBG Program grants is 14.228.
- 1.2.48 The Grantee shall obtain prior approval from DED before purchasing any equipment or motor vehicles under this Grant Agreement.

1.3 Duplication of Benefits:

- 1.3.1 The Grantee agrees to comply with the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5121-5207), as amended, and the "necessary and reasonable" cost principles found in 24 CFR Part 570 and in OMB Circulars as they relate to the responsibility to recognize, investigate, determine, and account for any duplication of benefits for any project funded with CDBG or CDBG-DR Program funds in response to a disaster or emergency. The Grantee understands it may be subject to a demand for repayment to the DED for any amount of CDBG Program funding found to have duplicated another federal, state, or local program or private insurance.
- 1.3.2 The Grantee agrees to comply with the hierarchy of disaster assistance (as described in the Duplication of Benefits chapter of the CDBG Program Administrative Manual) and shall take all steps to ensure that CDBG Program funds are not used in a manner that disrupts that hierarchy. Such a disruption that results in a duplication of benefits shall be cause for repayment of CDBG Program funds.

- 1.3.3 The Grantee agrees to gather and retain documentation to prove the avoidance of a duplication of benefits as part of the Grantee's master files, and to make such proof available to DED or HUD staff as requested. Duplication of benefit records kept by the Grantee include all documents related to the Project, records for projects for which the Grantee may have sponsored an application on behalf of a sub-grantee, and all records related to each sub recipient or direct beneficiary of CDBG Program funds.

1.4 Payment Terms and Conditions:

- 1.4.1 Maximum Grant Amount: The Grant award amount under this Agreement is \$500,000. This amount will not change unless an Amendment to the Grant is submitted and approved by DED.
- 1.4.2 Payment Methodology: The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the amount established in Section 1.4.1. The Grantee shall submit invoices prior to any reimbursement of allowable costs.
- 1.4.3 Travel Compensation: Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the State Comprehensive Travel Regulations, as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget amount for such costs.

1.5 Invoice Requirements:

- 1.5.1 The Grantee shall invoice DED no more than once monthly with all necessary supporting documentation, and present such to CDBG Program PO BOX 118 Jefferson City, MO 65102-118
- 1.5.2 Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly):
- a. Invoice/Reference Number (assigned by the Grantee);
 - b. Invoice Date;
 - c. Invoice Period (to which the reimbursement request is applicable);
 - d. Grant Agreement Number (assigned by DED);
 - e. Grantor: State of Missouri Department of Economic Development;
 - f. Grantee Name;

- g. Grantee Remittance Address;
- h. Grantee Contact for Invoice Questions (name, phone, and fax, if available)
- i. Itemization of Reimbursement Requested for the Invoice Period detailing, at minimum, all of the following:
 - The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by State Comprehensive Travel Regulations, are attached to the invoice).
 - The amount reimbursed by Grant Budget line-item to date.
 - The total amount reimbursed under the Grant Agreement to date.
 - The total amount requested (all line-items) for the Invoice Period.

1.5.3 The Grantee understands and agrees:

- a. An invoice under this Grant Agreement shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Agreement and shall be subject to the Grant Budget and any other provision of this Grant Agreement relating to allowable reimbursements;
- b. An invoice under this Grant Agreement shall not include any reimbursement request for future expenditures; and
- c. An invoice under this Grant Agreement shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Grant Agreement.

1.6 Disbursement:

- 1.6.1 Disbursement Reconciliation: The Grantee shall submit a final invoice and a grant distribution reconciliation report no later than 60 days of the Expenditure Deadline as set forth in Section 1.1.4.3 in form and substance reasonably acceptable to DED.
- 1.6.2 If total disbursements to the Grantee pursuant to this Grant Agreement exceed the amount permitted, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

1.6.3 DED shall not be responsible for the payment of any invoice submitted to DED after the grant disbursement reconciliation report. Any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report will not be paid.

1.6.4 The Grantee's failure to provide a final grant disbursement reconciliation report to DED as required by this Grant Agreement shall result in the Grantee being deemed ineligible for reimbursement under this Grant Agreement, and the Grantee shall be required to refund any and all payments by pursuant to this Grant Agreement.

1.7 Other Requirements:

1.7.1 The Grantee must close out its accounting records with respect to each federal grant source in Section 9 of the Funding Approval form at the end of the applicable Expenditure Deadline in such a way that reimbursable expenditures and revenue collections are not carried forward.

1.7.2 Indirect Cost: Should the Grantee request reimbursement for indirect costs, the Grantee must submit to DED a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grantee project budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional, once the rate become final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds DED agrees to remit any underpayment to the Grantee.

1.7.3 Cost Allocation: If any part of the costs to be reimbursed under this Grant Agreement are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of this Grant Agreement.

1.7.4 Payment of Invoice: A payment by DED shall not prejudice DED's right to object to or question any reimbursement, invoice, or related matter. A payment by DED shall not be construed as acceptance of any part of

the work or service provided or as approval of any amount as an allowable cost.

- 1.7.5 Non-Allowable Costs: Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by DED, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Agreement, to constitute unallowable costs.
- 1.7.6 State's Right to Set Off: DED reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Agreement or under any other agreement between the Grantee and the State of Missouri under which the Grantee has a right to receive payment from the State.
- 1.7.7 Prerequisite Documentation: The Grantee shall not invoice DED under this Grant Agreement until the Grantee has completed, signed, and returned the DED-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

SECTION 2:

SCOPE OF SERVICES AND DELIVERABLES

2.1 Scope of Work:

- 2.1.1 The Grantee shall provide the scope of work and deliverables (or "Scope") as required, described, and detailed in this Grant Agreement.
- 2.1.2 The Grantee shall utilize funds for activities in accordance with the description of the project in the State of Missouri's approved application.
- 2.1.3 The Grantee shall adhere to the scope of work defined in Section 10 of the CDBG Program Funding Approval form.

2.2 Reporting:

- 2.2.1 Final report documents to be completed by the Grantee shall appear on DED's website.

2.3 Audit Report:

- 2.3.1 In accordance with all applicable Federal and State laws, the Grantee shall be subject to being audited under such provisions. The Grantee will provide all required Audit documentation within the deadline required by the law.
- 2.3.2 A copy of such Missouri audit report shall be provided to DED by a licensed, independent public accountant. Audit reports shall be made available to the public.
- 2.3.3 The Grantee agrees to comply with the Statement of Assurances, attached to this Grant Agreement, and with the State's CDBG Program Administrative Manual for the program year.

2.4 Pre-Award Requirements:

- 2.4.1 Federal Pre-Award Authority: The parties acknowledge that DED has the power to expend funds under this Grant Agreement in accordance with applicable federal pre-award authority. Federal pre-award authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Agreement may be predicated wholly or in part on DED's exercise of federal pre-award authority. By accepting the terms of this Grant Agreement, the Grantee acknowledges the following:
 - a. With regard to the Grantee's activities prior to the effective date of this Grant Agreement, only those activities which meet all of the following requirements may be considered for reimbursement:
 - Activities that are reasonably related to the Scope of Services;
 - Activities in whose absence the Scope of Services could not be completed or performed; and
 - Activities that meet the relevant federal agency's requirements for reimbursement under federal pre-award authority.
- 2.4.2 The Grantee understands the federal pre-award authority system and its relation to this Grant Agreement.
- 2.4.3 Pre-award authority is not a legal or implied commitment that the work contemplated in this Grant Agreement will be approved for federal

assistance nor that will a federal agency obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.

- 2.4.4 It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Agreement. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
- 2.4.5 To the extent that this Grant Agreement is funded through federal pre-award authority, DED's obligations of this Grant Agreement shall be void in the event that any of the following occur:
 - a. The Grantee fails to comply with the relevant federal agency's policies and regulations;
 - b. The relevant federal agency fails or refuses to finalize a grant; or
 - c. The relevant federal agency refuses to reimburse specific expenses incurred under pre- award authority.
- 2.4.6 For Disaster Recovery grant funds, the State's federal pre-award authority is applicable to the event date of the presidentially declared disaster event.

SECTION 3: TERMS AND CONDITIONS

3.1 State and Federal Compliance:

- 3.1.1 The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Agreement.

3.2 Standard Terms and Conditions:

- 3.2.1 Required Approvals: DED is not bound by this Grant Agreement until it is signed by all parties and approved by appropriate officials in accordance with applicable Missouri laws and regulations.
- 3.2.2 Modification and Amendment: This Grant Agreement may be modified only by a written amendment signed by all parties.
- 3.2.3 Nondiscrimination: The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Agreement or in the employment practices of the Grantee on the grounds of handicap, disability, age, race, color,

religion, sex, national origin, or any other classification protected by applicable federal, Missouri, constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscriminatory practices as required or described by DED and HUD, and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- 3.2.4 Public Notice: All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Agreement shall include the statement, "This project is funded under a grant contract with the State of Missouri." All notices by the Grantee in relation to this Grant Agreement must be approved by DED before dissemination.
- 3.2.5 Licensure: The Grantee, its employees, and any subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all such licenses.
- 3.2.6 Strict Performance: Failure by any party to this Grant Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions shall not be construed as a waiver of its right to strict performance of the same in any later circumstance.
- 3.2.7 Independent Contractor: The parties shall not act as employees, partners, or associates of one another in the performance of this Grant Agreement. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- 3.2.8 DED shall have no liability to Grantee relating to the project, except as specifically provided in this Grant Agreement.
- 3.2.9 Force Majeure: "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism, or any other similar cause beyond the

reasonable control of a party, except a strike, lockout or labor dispute. Any failure or delay by a party in the performance of any obligation under this Grant Agreement arising from a Force Majeure Event is not a default under this Grant Agreement or grounds for termination, so long as such party is exercising its reasonable best efforts to meet such obligation and only for as long as the Force Majeure Event continues. Grantee will promptly notify the State in writing of any failure or delay caused by a Force Majeure Event within one day of the inception of the Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.

- 3.2.10 If any Force Majeure Event results in a delay in Grantee's performance longer than forty- eight hours, DED may, upon notice to Grantee, cease payment of Funding Assistance amounts related to administrative costs until Grantee resumes performance of the affected obligations, or may immediately terminate this Grant Agreement or any purchase order, in whole or part, without further payment except for amounts then due and payable.

3.3 Subcontracting:

- 3.3.1 The Grantee shall not assign this Grant Agreement or enter into a subcontract for any of the services performed under this Grant Agreement without obtaining the prior written approval of DED, in DED's sole discretion. If such subcontracts are approved by DED, each shall contain, at a minimum, sections of this Grant Agreement pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," and "Public Notice" (as identified by the section and paragraph headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain ultimately responsible for all work performed.

3.4 Conflicts of Interest:

- 3.4.1 The Grantee warrants that no part of the Funding Assistance shall be paid directly or indirectly to an employee or official of the State of Missouri as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Agreement.

3.5 Lobbying:

- 3.5.1 The Grantee certifies, to the best of its knowledge and belief, that:

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

3.6 Communications and Contacts:

- 3.6.1 All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Agreement shall be in writing and addressed to the respective party as set below:

CDBG:

CDBG Program
PO Box 118
Jefferson City, MO 65102-0118
Email: MoCDBG@ded.mo.gov

Grantee:

City of Sedalia, MO
200 South Osage
Sedalia, Missouri 65301
Email: jsimmons@sedalia.com

3.6.2 Notwithstanding any other provision of this Grant Agreement which would otherwise require a contractual amendment, any substitute or additional contact information may be unilaterally effected upon written notice to each other party.

3.6.3 All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation, whichever occurs first.

3.7 Funds Availability:

3.7.1 The Funding Assistance is subject to the appropriation and availability of State or Federal funds. In the event that funds are not appropriated or are otherwise unavailable or insufficient, DED reserves the right to terminate this Grant Agreement upon written notice to the Grantee. DED's termination of this Grant Agreement due to lack of funds is not a breach of this Grant Agreement. Upon receipt of such written notice, the Grantee shall cease all work associated with the Grant Agreement. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date and to the extent of appropriations. Upon such termination, the Grantee shall have no right to recover from DED any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

3.8 Closeout Funds and Outstanding Loans:

3.8.1 The Grantee must have a system to ensure the timely transfer of program income (within the meaning of 24 C.F.R. Part 570) returned to the Grantee, as well as the timely transfer of outstanding loans or accounts receivable.

3.9 Documentation and Record Keeping:

3.9.1 Records to be Maintained: Grantee shall cause each sub-recipient to establish and maintain records sufficient to enable the Grantee to:

- a. Determine whether the sub-recipient has complied with applicable federal statutes and regulations, as well as the terms and conditions of the Grantee's federal award; and
- b. Satisfy recordkeeping requirements applicable to the Grantee. These records include the records described in Section 2 of this agreement, Scope of Services and Deliverables.

3.9.2 The Grantee should also specify the particular records or form of records that each sub-recipient must maintain in order meet recordkeeping requirements imposed by federal statute, regulation, and the terms and conditions of the Grantee's federal award, and to assist the Grantee in meeting its recordkeeping and reporting requirements. Such records may include, but are not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program; Records required to determine the eligibility of activities;
- c. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
- d. Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG regulations;
- e. Financial records as required by 24 CFR 570.502, and 2 CFR Part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and
- f. Other records necessary to document compliance with this Grant Agreement, any other applicable federal statutes and regulations, and the terms and conditions of Grantee's federal award.

3.10 Record Retention and Transmission of Records to the Grantee:

3.10.1 Prior to closeout of the Project, Grantee shall cause each subrecipient to transmit to the Grantee records sufficient for the Grantee to demonstrate that all costs under this Grant Agreement met the requirements of the federal award.

3.11 Electronic Submission to the Federal Audit Clearinghouse:

The Grantee must show that it has a system to electronically submit to the Federal Audit Clearinghouse the data collection form described in 2 CFR 200.512(b) and reporting package described in 2 CFR 200.512(c) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period.

3.12 Procurement:

- 3.12.1 If other terms of this Grant Agreement allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be in accordance with section 1. For each procurement for which reimbursement is paid under this Grant Agreement, the Grantee shall document the competitive procurement method. Notwithstanding the previous sentence, in each instance when use of a competitive procurement method is not practicable nor required by section 1, Grantee must maintain a written justification for the use of a non-competitive procurement. Non-competitive procurement methods must be approved by DED.
- 3.12.2 Charges to Service Recipients Prohibited: The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Agreement.

3.13 Governing Law:

- 3.13.1 This Grant Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Missouri in actions that may arise under this Grant Agreement. The Grantee acknowledges and agrees that any rights or claims against DED or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those right and remedies allowable at law, if any. The Grantee hereby waives its right to pursue any equitable remedies related to this Grant Agreement.

3.14 Completeness:

- 3.14.1 This Grant Agreement contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Agreement supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

3.15 Severability:

- 3.15.1 If any term or provision of this Grant Agreement is held to be invalid or unenforceable as a matter of law, the other terms and conditions cannot be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Agreement are declared severable.

3.16 Debarment and Suspension:

3.16.1 The Grantee certifies, to the best of its knowledge and belief, that it, its current principals, its current subcontractors, and each of their principals:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency.
- b. Have not within a three year period preceding this Grant Agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicated or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in the paragraph immediately above; and
- d. Have not within a three year period preceding this Grant Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

3.16.2 The Grantee shall provide immediate written notice to DED if at any time it learns of a material change in circumstances which would prevent it from making anew the certification in Section 3.16.1.

3.17 Equal Participation of Faith-Based Organizations:

3.17.1 The Grantee agrees to comply with all federal regulations issued pursuant to Equal participation of faith-based organizations in CDBG programs and activities under 24 CFR § 5.109.

3.18 Outsourcing, Use of Third Parties and Contract Staff for Administrative Support

3.18.1 The Grantee may engage an unrelated third party (Outsource) to provide administrative support for the grant but agrees that the Grantee retains the ultimate responsibility for grant management including but not limited to; oversight, policy development, monitoring, internal auditing, and financial management. This includes the use of

contract staff to supplement Grantee activities such as; oversight, policy development, monitoring, internal auditing, and financial management. (Pub. L. 115–56)

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the parties hereto have made and executed this Grant Agreement as of the day and year indicated on the first page.

State of Missouri Department of Economic Development

By:

Christina Carver, Division Director
Business and Community Solutions

Date signed

Grantee City of Sedalia:

By:

Signature

Printed Name

Printed Title
(City Mayor, Village Board Chairman, or Presiding County Commissioner)

Date

Attest:

Signature

Printed name

Printed Title
(City, Village, County Clerk, or other official of the Grantee)

Date

Note: The Grantee's seal must be affixed over the Grantee's signatures. If no such seal exists, it must be properly notarized. One copy with original and printed signatures is required.

MEMO

To: Mayor Andrew Dawson and City Council
From: John Simmons, Community Development Director
Brenda Ardrey, Public Works Director
Date: July 22, 2022
Subject: CDBG Grant Agreement

Attached you will find the CDBG Grant agreement for the Sidewalk Rehab and Replacement application approved by the State of Missouri.

We have reviewed the grant agreement and find the agreement in order with our grant application. The grant agreement is in the form required by the State of Missouri and contains all of the federal requirements for use of the funds by the City of Sedalia.

In order to continue an ongoing cycle of CDBG grant applications as we complete each grant and queue the next grant for submission, we need to expeditiously get this grant moving into the bid process so that completion of the work on the grant will occur in a timely manner to make us eligible for applying in the next grant cycle.

Staff recommends that City Council approve the grant agreement.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN ANNEXATION AND UTILITY SERVICES AGREEMENT FOR CONNECTION TO THE CITY OF SEDALIA'S WATER DISTRIBUTION AND SEWER COLLECTION SYSTEMS.

WHEREAS, The City of Sedalia, Missouri, received an annexation and utility services agreement from Edward Petrashishin on behalf of Next Home Properties, LLC; and

WHEREAS, under the agreement, the City of Sedalia, Missouri agrees to allow Edward Petrashishin on behalf of Next Home Properties, LLC to connect property located outside of the city limits of Sedalia to the City of Sedalia's water distribution and sewer collection systems as more fully described in the proposed agreement attached as Exhibit A and incorporated by reference as though the proposed agreement were set forth herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Edward Petrashishin on behalf of Next Home Properties, LLC in substantively the same form and content as the agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1st day of August, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of August, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

ANNEXATION AND UTILITY SERVICES AGREEMENT

This Agreement (hereinafter "Agreement") entered into this 21 day of July, 2022, between the City of Sedalia, Missouri, (hereinafter "City") and Next Home Properties, LLC (hereinafter "Owners").

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SEDALIA, MISSOURI

By: _____
Andrew Dawson, Mayor

ATTEST:

Arlene Silvey, MPCC, City Clerk

OWNER: NEXT HOME PROPERTIES, LLC

By:  _____
Authorized Representative, Owner

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

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

By: _____
Andrew Dawson, Mayor

ACKNOWLEDGMENT BY OWNER, CORPORATION OR ASSOCIATION

STATE OF MISSOURI)
) ss
COUNTY OF PETTIS)

On the day 21st of July, 2022, before me appeared Edward Petrashishin (authorized representative) of Next Home Properties, LLC, to me personally known, who, being by me duly sworn, did say that he is the Owner of Next Home Properties, LLC 3270 Cedar Springs St., and that said instrument was signed by him and acknowledged the said instrument to be a free act and deed of Edward Petrashishin.

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

Jason S. Myers
Notary Public

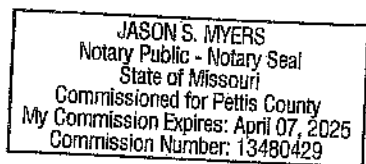


Exhibit A

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



DocId:3122890

Tx:4104551

2022-2151

RECORDED ON

04/25/2022 03:24 PM

PAGES: 2

BARBARA CLEVENGER

RECORDER OF DEEDS

PETTIS COUNTY, MO

Warranty Deed

Truman Title, Inc. File Number 22030448

This Deed, Made and entered into this 25th day of April, 2022, by and between

Edward Petrashishin, a single person

as "Grantor", and

Next Home Properties LLC

as "Grantee", whose mailing address is: 1820 Apple Tree Ln
Sedalia MO 65301

WITNESSETH, that the Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee, the following described Real Estate, situated in the County of Pettis and State of Missouri, to wit:

LOT TWENTY-FIVE (25) OF COVERED BRIDGE ESTATE PLAT 2, A SUBDIVISION OF PETTIS COUNTY, MISSOURI.

Subject to easements, restrictions, reservations, and covenants of record, if any.

TO HAVE AND TO HOLD the premises aforesaid with all singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto Grantee and unto Grantee's heirs and assigns forever; the Grantor hereby covenanting that Grantor is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that Grantor has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by Grantor or those under whom Grantor claims, except as stated above and except for all taxes assessments, general and special, not now due and payable, and that Grantor will warrant and defend the title to the said premises unto Grantee and unto Grantee's heirs and assigns forever, against the lawful claims and demands of all persons whomsoever. If two or more persons constitute the Grantor or Grantee, the words Grantor and Grantee will be construed to read Grantors and Grantees whenever the sense of this Deed requires.

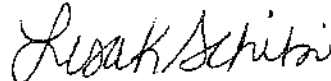
IN WITNESS WHEREOF, the Grantor has hereunto executed this instrument on the day and year above written.

By: 

Edward Petrashishin

In The State of Missouri, County of Pettis, on this 25th day of April, 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Edward Petrashishin, a single person, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the purposes herein stated.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.



Notary Public

My Term Expires:

10/28/22

LISA K. SCHIBI
Notary Public-Notary Seal
STATE OF MISSOURI
Pettis County
My Commission Expires 10/28/2022
Commission # 14427989

To: Kelvin Shaw
From: Brenda Ardrey 
Date: July 26, 2022
Subject: Annexation Agreement for Water and Sewer Services

Please find attached an annexation agreement between the City of Sedalia and Edward Petrashishin for the tract of land identified within the agreement as Lot 25 Covered Bridge Est., Plat 2 15-45-21, and now addressed as 3370 Cedar Springs St. Mr. Petrashishin is requesting connection to the City's water distribution and sewer collection systems and has agreed to pay "out of City limits" rates until such time as the property is annexed into the City.

The agreement is written to allow the City to disconnect the water and sewer service lines should Mr. Petrashishin not complete the annexation process. Mr. Petrashishin has already signed and had notarized the agreement.

Thank you for your consideration of the request.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN ANNEXATION AND UTILITY SERVICES AGREEMENT FOR CONNECTION TO THE CITY OF SEDALIA'S WATER DISTRIBUTION SYSTEM.

WHEREAS, The City of Sedalia, Missouri, has received an annexation and utility services agreement from Herman S. and Debra K. Collier; and

WHEREAS, under the agreement, the City of Sedalia, Missouri agrees to allow Herman S. and Debra K. Collier to connect property located outside of the city limits of Sedalia to the City of Sedalia's water distribution system as more fully described in the proposed agreement attached as Exhibit A and incorporated by reference as though the proposed agreement were set forth herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Herman S. and Debra K. Collier in substantively the same form and content as the agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1st day of August, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of August, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

ANNEXATION AND UTILITY SERVICES AGREEMENT

This Agreement (hereinafter "Agreement") entered into this _____ day of _____, 2022, between the City of Sedalia, Missouri, (hereinafter "City") and Herman S. and Debra K. Collier (hereinafter "Owners").

RECITALS:

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

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

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

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

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

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

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

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

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

4. To the extent allowed by law, the City may annex Owners' property into the City, without further action of the Owners, after Owners' property becomes contiguous to the corporate limits of the City.
5. Owners irrevocably appoint the City Administrator of Sedalia, Missouri, as its attorney-in- fact for the sole purpose of presenting a verified petition requesting annexation of Owners' property to the City Council of Sedalia, Missouri, IF AND WHEN the property becomes contiguous and compact to the city limits of the City of Sedalia, Missouri. The City Administrator may exercise this power of attorney at any time after Owners' property becomes contiguous to the corporate limits of the City. Owners on their behalf, and on behalf of their heirs, successors and assigns do hereby waive any notice of the filing of the petition, do hereby consent to the granting of the petition, and do hereby waive any objections, statutory or otherwise, to the annexation of the property into the City of Sedalia. Owners do hereby authorize the City to take whatever action necessary to complete the annexation of this property. Owners' consent to such future annexation of the Property is irrevocable.
6. The parties hereto agree that this Agreement shall be recorded, in the real estate records of the Office of Recorder of Deeds of Pettis County, Missouri, and that the obligations and conditions of this Agreement shall run with the Property and shall be binding upon all future owners and users of the Property. Owners, on their own behalf and on behalf of all such future owners of the Property hereby agrees that each purchaser, assignee or transferee of an interest in the Property, or any portion thereof, will be obligated and bound by the terms of this Agreement. Owners, on their own behalf and on behalf of all future owners of the Property, acknowledges that they and/or future owners of the Property shall be responsible for payment of all properly billed fees for water services as established by the City of Sedalia. Owners' liability contained in this paragraph 6 shall terminate when Owners have transferred their ownership interest in Owners' property to a successor owner, at which time, the successor owner shall be responsible for payment of all properly billed fees for water services as established by the City of Sedalia.
7. Alternatively, if requested by the City Administrator, Owners, their successors, assigns and heirs shall, within such time as specified by the City Administrator, submit a verified petition requesting annexation of the Owners' property to the City Clerk for presentation to the City Council of Sedalia, Missouri. The City Administrator may request Owners to present an annexation petition at any time after Owners' property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.
8. Owners shall give a copy of this Agreement to the person or persons who buy the Owners' property.
9. If Owners fail to comply with any of the provisions of this Agreement, or repudiate the terms of this Agreement, City may terminate water services to Owners' property and disconnect the utility lines serving Owners' property from the City's water system. City shall give Owners six months prior written notice of its intent to terminate service.
10. This Agreement is not intended to confer any rights or remedies on any person other than the parties.
11. The benefits and burdens of this Agreement are intended to attach to and run with the land and shall be binding on and inure to the benefit of the parties and their respective legal representatives, successors, heirs and assigns. All persons claiming under the parties shall conform to and observe the provisions of this Agreement.

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

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

CITY OF SEDALIA, MISSOURI

By: _____
Andrew Dawson, Mayor

ATTEST:

Arlene Silvey, MPCC, City Clerk

OWNER: HERMAN S. COLLIER

By: Herman S. Collier
Herman S. Collier, Owner

OWNER: DEBRA K. COLLIER

By: Debra K. Collier
Debra K. Collier, Owner

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

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


By: _____
Andrew Dawson, Mayor

ACKNOWLEDGMENT BY OWNER, CORPORATION OR ASSOCIATION

STATE OF MISSOURI)
) ss
COUNTY OF PETTIS)

On the day of 14th of July, 2022, before me appeared HERMAN S. COLLIER and DEBRA K. COLLIER, husband and wife, to me personally known, who, being by me duly sworn, did say that they are the owners of said property, and that said instrument was signed by him and acknowledged the said instrument to be their free act and deed.

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



Notary Public

My Term Expires: 8/23/22



ERIN R. BRATTON
My Commission Expires
August 23, 2022
Pettis County
Commission #18702679

Exhibit A

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

EXHIBIT 'A'

LOT FORTY-THREE (43) IN WEST COUNTRY CLUB ESTATES PART 3, A SUBDIVISION TO PETTIS COUNTY,
MISSOURI.

Exhibit B Location of Property

Beacon™ Pettis County, MO

Herman S. and Debra K. Collier
Annexation Document



Overview

Legend

- Political Township
- Corporate Limits
- Parcels
- Roads

Parcel ID	1416X1130006413	Alternate ID	n/a	Owner Address	COLEBURN, MISSOURIA, MOLEMAN
Sec/Twp/Rng	14S/2E	Class	Residential		2500 JAMES LN
Property Address	2500 JAMES COUNTRY CLUB DR	Acresage	1.041		MISSOURIA, MO 65057-0459
	SE20E1A				
District	R004				
Brief Tax Description	1.041 ACRES COUNTRY CLUB (3.4 PARCELS (Not to be used on legal documents))				


Disclaimer: The information provided herein is for informational only and is sampled from aerial photography, maps, and other public records and data. In the preparation of this map, no attempt has been made to verify the accuracy, completeness, and timeliness of the information provided. However, no warranty is made as to the accuracy, completeness, and timeliness of the information provided. The user should be advised that the information provided on these pages is not to be used for legal purposes.

Date created: 7/14/2022

Last Data Upload: 7/14/2022 4:01:17 AM

Developed by Schneider
a P&G company

To: Kelvin Shaw

From: Brenda Ardrey 

Date: July 14, 2022

Subject: Council Memo-Annexation Agreement for Water Service

Please find attached an annexation agreement between the City of Sedalia and Herman S. and Debra K. Collier for the tract of land identified within the agreement as 2245 W. Country Club Drive. The Collier's are requesting connection to the City's water distribution system and agreed to pay "out of City limits" rates until such time as the property is annexed into the City.

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

Thank you for your consideration of the request.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A NEW CHAPTER 50 – STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, ARTICLE III. – EXCAVATIONS, OF THE CODE OF THE CITY OF SEDALIA, MISSOURI.

WHEREAS, the Code of Ordinances of the City of Sedalia, Missouri ("City") provides for the regulation of excavations within the public rights-of-way; and

WHEREAS, the City Council finds it to be in the best interest of the City to amend its Code of Ordinances regarding the regulation of excavations within the public rights-of-way.

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

Section 1. That Article III. – Excavations, of Chapter 50 – Streets, Sidewalks and Other Public Places, of the Code of Ordinances of the City of Sedalia is hereby repealed in its entirety and shall be replaced with the following which shall hereafter read as follows:

ARTICLE III – RIGHT-OF-WAY USAGE AND EXCAVATION PERMITS

Sec. 50-45 Definitions. — As used in this Article the following terms shall mean:

(a) **"Abandoned equipment or facilities"**, any equipment materials, apparatuses, devices or facilities that are:

- (1) Declared abandoned by the owner of such equipment or facilities.
- (2) No longer in active use, physically disconnected from a portion of the operating facility or any other facility that is in use or in service, and no longer capable of being used for the same or similar purpose for which the equipment, apparatuses or facilities were installed.
- (3) No longer in active use and the owner of such equipment or facilities fails to respond within thirty days to a written notice sent by the City.

(b) **"Degradation"**, the actual or deemed reduction in the useful life of the public right-of-way resulting from the cutting, excavation or restoration of the public right-of-way.

(c) **"Emergency"**, includes but is not limited to the following:

- (1) An unexpected or unplanned outage, cut, rupture, leak or any other failure of a public utility facility that prevents or significantly jeopardizes the ability of a public utility to provide service to customers;
- (2) An unexpected or unplanned outage, cut, rupture, leak or any other failure of a public utility facility that results or could result in danger to the public or a material delay or hindrance to the provision of service to the public if the outage, cut, rupture, leak or any other such failure of public utility facilities is not immediately repaired, controlled, stabilized or rectified; or
- (3) Any occurrence involving a public utility facility that a reasonable person could conclude under the circumstances that immediate and undelayed action by the public utility is necessary and warranted.

(d) **"Excavation"**, any act by which earth, asphalt, concrete, sand, gravel, rock or any other material in or on the ground is cut into, dug, uncovered, removed, bored through, tunneled through, grading or sloping or

otherwise displacing the surface material or earth of any public right-of-way, by means of any tools, equipment or explosives, except that the following shall not be deemed excavation:

- (1) Any de minimis displacement or movement of ground caused by pedestrian or vehicular traffic;
- (2) The replacement of utility poles and related equipment at the existing general location that does not involve either a street or sidewalk cut; or
- (3) Any other activity which does not disturb or displace surface conditions of the earth, asphalt, concrete, sand, gravel, rock or any other material in or on the ground.

(c) **"Large project"**, any public right-of-way project involving work in multiple blocks over multiple weeks.

(f) **"Management costs"** or **"rights-of-way management costs"**, the actual costs the City reasonably incurs in managing the public rights-of-way, including such costs, if incurred, as those associated with the following:

- (1) Issuing, processing and verifying right-of-way permit applications;
 - (2) Inspecting job sites and restoration projects;
 - (3) Protecting or moving right-of-way user construction equipment after reasonable notification to the right-of-way user during public right-of-way work;
 - (4) Determining the adequacy of public right-of-way restoration;
 - (5) Restoring work inadequately performed after providing notice and the opportunity to correct the work;
- and
- (6) Revoking right-of-way permits.

Right-of-way management costs shall be the same for all entities doing similar work. Management costs or rights-of-way management costs shall not include payment by a right-of-way user for the use or rent of the public right-of-way, degradation of the public right-of-way or any costs as outlined in paragraphs (1) to (6) of this subdivision which are incurred by the City as a result of use by users other than public utilities, the attorneys' fees and cost of litigation relating to the interpretation of this section or section 50-46 or litigation, interpretation or development of any ordinance enacted pursuant to this section or section 50-46 or attorneys' fees and costs in connection with issuing, processing, or verifying right-of-way permits or other applications or agreements, or the City's fees and costs related to appeals taken pursuant to section 50-50(e). In granting or renewing a franchise for a cable television system, the City may impose a franchise fee and other terms and conditions permitted by federal law.

(g) **"Managing the public right-of-way"**, the actions the City takes, through reasonable exercise of its police powers, to impose rights, duties and obligations on all users of the right-of-way, including the City, in a reasonable, competitively neutral and nondiscriminatory and uniform manner, reflecting the distinct engineering, construction, operation, maintenance and public work and safety requirements applicable to the various users of the public right-of-way, provided that such rights, duties and obligations shall not conflict with any federal law or regulation. In managing the public right-of-way, the City may:

- (1) Require construction performance bonds, insurance coverage or demonstration of self-insurance at the option of the City or if the right-of-way user has twenty-five million dollars (\$25,000,000) in net assets and does not have a history of permitting noncompliance in the City as defined by the City, then the right-of-way user shall not be required to provide such bonds or insurance;
- (2) Establish coordination and timing requirements that do not impose a barrier to entry;
- (3) Require right-of-way users to submit, for right-of-way projects commenced after August 28, 2001, requiring excavation within the public right-of-way, whether initiated by the City or any right-of-way user, project data in the form maintained by the user and in a reasonable time after receipt of the request based on the amount of data requested;
- (4) Establish right-of-way permitting requirements for right-of-way excavation;
- (5) Establish removal requirements for abandoned equipment or facilities, if the existence of such facilities prevents or significantly impairs right-of-way use, repair, excavation or construction;
- (6) Establish permitting requirements for towers and other structures or equipment for wireless communications facilities in the public right-of-way under the provisions of section 50-46, provided that such

permitting requirements shall also be consistent with sections 67.5090 to 67.5103 of the Revised Statutes of Missouri and sections 67.5110 to 67.5121 of the Revised Statutes of Missouri;

(7) Establish standards for right-of-way restoration in order to lessen the impact of degradation to the public right-of-way; and

(8) Impose permit conditions to protect public safety.

(h) **"City"**, the City of Sedalia, Missouri.

(i) **"Public right-of-way"**, the area on, below or above a public roadway, street, highway, alleyway or other land dedicated to or otherwise subject to public use in which the City has an ownership interest, whether improved by paving, curbing, guttering or otherwise improved or not, but not including:

(1) The airwaves above a public right-of-way with regard to cellular or other non-wire telecommunications or broadcast service;

(2) Easements obtained by utilities or private easements in platted subdivisions or tracts;

(3) Railroad rights-of-way and ground utilized or acquired for railroad facilities; or

(4) Poles, pipes, cables, conduits, wires, optical cables, or other means of transmission, collection or exchange of communications, information, substances, data, or electronic or electrical current or impulses utilized by a municipally owned or operated utility pursuant to Chapter 91 of the Revised Statutes of Missouri.

(j) **"Public utility"**, every cable television service provider, every pipeline corporation, gas corporation, electrical corporation, rural electric cooperative, telecommunications company, water corporation, heating or refrigerating corporation or sewer corporation under the jurisdiction of the public service commission; every municipally owned or operated utility pursuant to Chapter 91 of the Revised Statutes of Missouri or cooperatively owned or operated utility pursuant to Chapter 394 of the Revised Statutes of Missouri; every street light maintenance district; every privately owned utility; and every other entity, regardless of its form of organization or governance, whether for profit or not, which in providing a public utility type of service for members of the general public, utilizes pipes, cables, conduits, wires, optical cables, or other means of transmission, collection or exchange of communications, information, substances, data, or electronic or electrical current or impulses, in the collection, exchange or dissemination of its product or services through the public rights-of-way.

(k) **"Right-of-way user"**, a public utility owning or controlling a facility in the public right-of-way.

(l) **"Right-of-way permit"**, a permit issued by the City authorizing the performance of excavation work in a public right-of-way.

Sec. 50.46 State Law Provides for Certain Activities by Right-of-Way Users and Provides for the City to Establish Procedures and Recover Costs.

(a) In addition to any other grants for the use of public thoroughfares, and pursuant to this section, the City shall grant its consent to a right-of-way user authorized to do business pursuant to the laws of this state or by license of the Federal Energy Regulatory Commission, United States Department of Transportation, or the Federal Communications Commission to construct, maintain and operate all equipment, facilities, devices, materials, apparatuses, or media including but not limited to, conduits, ducts, lines, pipes, wires, hoses, cables, culverts, tubes, poles, towers, manholes, transformers, regulator stations, underground vaults, receivers, transmitters, satellite dishes, micro cells, Pico cells, repeaters, or amplifiers useable for the transmission or distribution of any service or commodity installed below or above ground in the public right-of-way; provided that, the City shall not require any conditions that are inconsistent with the rules and regulations of the Federal Energy Regulatory Commission, United States Department of Transportation, Federal Communications Commission or the Missouri public service commission.

(b) Pursuant to this section, the City may manage its public rights-of-way and may recover its rights-of-way management costs as set forth in sections 50-45 through 50-55. The City may, by ordinance:

(1) Require a public utility right-of-way user seeking to excavate within a public right-of-way to obtain a right-of-way permit and to impose permit conditions consistent with the City's management of the right-of-way.

(2) Require public utility right-of-way users to provide required advance notice to the City by submitting plans for anticipated construction projects that require excavation within the public right-of-way.

(3) In cases of emergency, public utility right-of-way users may proceed with required work without a permit; however, the City requires submission of the necessary information and permit fee following the emergency.

(c) The right-of-way user's use of the public right-of-way shall in all matters be subordinate to the City's use or occupation of the right-of-way. Without limitation of its rights, the City expressly reserves the right to exercise its governmental powers now and hereafter vested in or granted to the City in relation to use of right-of-way.

Sec. 50-47 Right-of-Way Permit – Required. – It shall be unlawful for any person to make any excavation in any street, or unpaved surface within the City's right-of-way without first having applied and obtained a right-of-way permit from the director of public works or his/her representative for such excavation to be made.

Sec. 50-48 Right-of-Way Application for Permit – Required.

(a) Any person desiring a right-of-way excavation permit shall make written application to the director of public works or his/her representative in addition to any other building permit, license, easement, franchise or authorization required by law. The application shall designate the place of such excavation with reasonable certainty and the reason a necessity exists for such excavation. If such excavation is intended to be made for a necessary and lawful purpose upon completion of the review and upon approval of the construction plans, the director of public works or his/her representative shall issue such permit, upon payment of the fees set forth in the City's fee schedule unless other arrangements are made with the director. If any right-of-way excavation occurs without a right-of-way excavation permit, a separate fee for the costs borne by the City in investigating, inspecting, documenting and following-up on the unpermitted excavation area shall be charged in accordance with the fee contained in the City's fee schedule to the public utility, other business or individual causing such unpermitted excavation to have occurred.

(b) In emergency situations, the right-of-way user as soon as practicable shall:

(1) Notify the City of the location of the work.

(2) Apply for the required right-of-way permit.

(3) Submit such emergency permit application no more than 48-hours from commencement of work within the right-of-way.

(4) Pay the fees set forth in the City's fee schedule.

(c) The right-of-way user, his/her contractors, and his/her subcontractors for any excavation work must be co-listed on the Excavation Permit Application and all such parties (collectively, the "Permittee") shall be listed as insureds on the Certificate of Insurance (COI) covering the work. The user, contractors, and subcontractors shall all list the City as an Additional Insured on all of their Certificates of Insurance.

(d) The City shall provide a right-of-way permit application form for use by applicants and may make such form available via the City's website. The application shall require such information as allowed by law and as the director of public works determines in his/her discretion to be necessary and consistent with the provisions of this Article and to accomplish the purposes of this Section. Each application shall at a minimum contain the following information for the proposed right-of-way work:

(1) The applicant's name, business address, telephone number and e-mail address including the same information for a representative whom the City may notify or contact at any time (i.e., twenty-four (24) hours per day, seven (7) days per week) concerning the work. The applicant shall be the owner of the facilities proposed to be placed in the right-of-way.

(2) If different from the applicant, the name, address telephone number and e-mail address of the person or entity that shall be operating the facilities in the right-of-way for which the proposed work is to be performed.

(3) A project description, including a conceptual master plan, engineering site plan and drawings, construction plans, profiles, specifications, record drawings and similar drawings showing the horizontal and vertical location of the proposed project and all existing and proposed facilities at such location, or other technical drawing or depiction showing the nature, dimensions, location and description of the applicant's proposed work or facilities including all visible topographic features affected by the project, their proximity to other facilities that may be affected by the proposed work and the number of street crossings and their locations and dimensions, if applicable.

(i) If there are areas of established landscaping, irrigation, lighting or other unusual items that are in the path of excavation, then detailed photographs of these items shall be included. Letters providing authority from the owners of these facilities may be needed if they are to be altered in any way.

(ii) Complete plan and profile drawings and specifications detailing the restoration of the right-of-way and the design details of such restoration, including the proposed pavement and right-of-way restoration.

(4) The drawings and specifications required herein shall be sealed by a professional engineer duly licensed in the State of Missouri to the extent required by the director of public works after considering the complexity, scope or difficulty of the installation and restoration work. Contact information to be provided for the professional engineer including name, business address, telephone number and e-mail address.

(5) A projected work schedule including commencement and termination dates and the anticipated duration of the work.

(6) A list of all contractors and subcontractors to be used on the proposed job and their contact information, as detailed in (1) above including their local business license numbers.

(7) Attach copies of all environmental permits, Missouri Department of Transportation permits and Union Pacific permits applied for and submit approved copies upon receipt, as may applicable to the project.

(8) Attach copies of all required certificates of insurance for the permittee, their contractors and subcontractors, and performance and maintenance bonds, as outlined in this Article.

(9) Attach a copy of a traffic control plan in compliance with the Manual on Uniform Traffic Code Devices (MUTCD) 2009 as amended.

(10) An erosion control plan.

(11) A safety plan indicating the methods used to protect the general public from injury including, but not limited to, the proposed use of barricades, signs, lights, fencing and other barriers.

(e) Each such right-of-way permit application shall be accompanied by the following payments and documents:

(1) An application fee, as set forth in the City's Fee Schedule, approved by the City to cover the cost of processing the application.

(2) Any other amounts due to the City from the applicant, including, but not limited to, prior delinquent fees, costs and any loss, damage or expense suffered by the City because of the applicant's prior work in the rights-of-way or for any emergency actions taken by the City, business license fees, inspection fees, but the director of public works may modify this requirement to the extent the director of public works determines any such fees to be in good-faith dispute.

(3) A performance and maintenance bond or escrow shall be submitted to the director of public works for restoration and maintenance purposes.

(f) Applicants shall participate in any joint planning of construction in the rights-of-way, including coordination and consolidation of any excavation of or disturbance to the rights-of-way as directed by the director of public works or his/her representative. When deemed necessary to accomplish the goals of this Article and to the extent permitted by law, the City reserves the right, when feasible and reasonable, to require the sharing of facilities by right-of-way users. Applicants shall cooperate with each other and other right-of-way users and the City for the best, most efficient, least intrusive, most aesthetic and least obtrusive use of the rights-of-way.

(g) The director of public works or his/her representative shall promptly review each complete application packet for a right-of-way permit and shall grant or deny all such applications as provided herein within thirty (30) days of receipt thereof. Unless the application is denied, the director of public works shall issue a right-of-way permit upon determination that the applicant:

- (1) Has submitted all necessary information including certificates of insurance.
- (2) Has paid the appropriate fees, bonds and/or escrow.
- (3) Is in full compliance with this Article and all other City ordinances.

(h) The director of public works shall maintain an index of all right-of-way permits issued, detailing the right-of-way user and the affected rights-of-way.

(i) No permit issued under this Article shall be assignable or transferable.

Sec. 50-49. – Bonds -- Escrow -- Insurance – Surety – Indemnification – Penalties.

(a) Performance and Maintenance Bonds.

(1) Prior to the start of any right-of-way work, a right-of-way user shall establish a performance and maintenance bond in an amount of twenty-five thousand dollars (\$25,000.00) to ensure the restoration, maintenance, and protection of the rights-of-way.

(i) The bond shall be effective from the start of the right-of-way work and continue in full force and effect through construction and for a period of twenty-four (24) months following completion of the work.

(ii) The director of public works shall have the authority to extend the maintenance bond period for up to an additional twenty-four (24) months based upon observations made of the project areas.

(iii) The director of public works may waive this requirement when the right-of-way user has twenty-five million dollars (\$25,000,000.00) in net assets and does not have a history of non-compliance with state and local regulations.

(2) If a right-of-way user fails to complete the right-of-way work in a safe, timely and competent manner or if the completed restorative work fails without remediation within the time period for the bond, as determined by the director of public works or his/her representative, then after notice and a reasonable opportunity to cure there shall be recoverable, jointly and severally from the principal and surety of the bond, any damages or loss suffered by the City as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the right-of-way user and the cost of completing work within or restoring the rights-of-way, plus a reasonable allowance for attorneys' fees, up to the full amount of the bond.

(3) Upon completion of right-of-way work to the satisfaction of the director of public works and upon lapse of the bond period, including any extension by the director of public works, the City shall release the bond.

(4) The bond shall be issued by a surety with an "A" or better rating of insurance in Best's Key Rating Guide, Property/Casualty Edition, shall be subject to the approval of the City's attorney and shall contain the following endorsement:

"This bond may not be canceled or allowed to lapse until sixty (60) days after receipt by the City, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew."

(5) In lieu of the bond required herein, the right-of-way user may establish in the City's favor such other security as the director of public works may determine to be commensurate with the noted bonding requirements, including, but not limited to, an annual bond to be maintained in the minimum amount of twenty-five thousand dollars (\$25,000.00). Escrow may also be deposited with the City. The escrow must be in the form of cash, check or wire transfer to the City of Sedalia, Missouri.

(b) Insurance.

(1) All right-of-way users shall maintain, for the duration of any right-of-way work and, when applicable, for as long as the right-of-way user has facilities within the rights-of-way, at least the following liability insurance coverage: workers' compensation and employer liability insurance to meet all requirements of Missouri law and commercial general liability insurance with respect to the construction, operation and

maintenance of the facilities and the conduct of the right-of-way user's business in the City in the minimum amounts of:

(i) Commercial General Liability Insurance. The right-of-way user shall carry public and property damage insurance which shall include bodily injury and accidental death to any person and subject at the minimum limits set forth below and as may be amended as detailed in (iv) below:

Liability Limits

\$1,000,000.00 per occurrence.

\$3,000,000.00 general aggregate.

\$3,000,000.00 products/completed operations aggregate.

Additional insured status must be provided to the City and confirmed by copy of such endorsement.

An umbrella/excess liability policy can be used to attain the required limits.

(ii) Commercial Automobile Liability Insurance. The right-of-way user shall maintain commercial automobile liability insurance coverage in the amounts not less than the minimum limits set forth below and as may be amended as detailed in (iv) below:

Bodily Injury and Property Damage

\$3,000,000.00 combined single liability limit.

An umbrella/excess liability policy can be used to attain the required limits.

(iii) These insurance requirements shall not be construed to limit the liability of any person or to impose any liability on the City or to in any way waive any sovereign immunity provided to the City under Missouri law.

(iv) Section 537.610 of the Revised Statutes of Missouri sets the limitation on awards for liability for political subdivisions of the state. This Section 537.610 provides that the amounts identified shall be increased or decreased on an annual basis effective January first of each year in accordance with the Implicit Price Deflator for Personal Consumption Expenditures as published by the Bureau of Economic Analysis of the United States Department of Commerce. The current value of the limitation is then calculated by the director of the department of commerce and insurance, who furnishes that value to the secretary of state, who publishes such value in the Missouri Register as soon after each January first as practicable. Applicants for right-of-way permits should annually verify the adequacy of their insurance limits with the amounts detailed in the Missouri Register.

(2) All insurance policies shall be with sureties qualified to do business in the State of Missouri with an "A" or better rating of insurance by Best's Key Rating Guide, Property/Casualty Edition, and in a form approved by the City.

(3) All insurance policies shall be submitted with the permit application for review by the City, and a right-of-way user having facilities within the rights-of-way shall keep on file with the City current certificates of insurance naming the City as an additional insured.

(4) All general liability insurance policies shall name the City, its officers, boards, board members, commissions, commissioners, agents and employees as additional insureds and shall further provide that any cancellation or reduction in coverage shall not be effective unless thirty (30) days' prior written notice thereof has been given to the director of public works. A right-of-way user shall not cancel any required insurance policy without submission of proof that it has obtained alternative insurance that complies with this Article.

(5) The director of public works may exempt in writing from these insurance requirements any self-insured right-of-way user, provided that the right-of-way user demonstrates to the director of public work's satisfaction that the right-of-way user's self-insurance plan is commensurate with said requirements and that the right-of-way user has sufficient resources to meet all potential risks, liabilities and obligations contemplated by the requirements of this Article. The director of public works may require a security fund or letter of credit as a condition to a self-insured's exemption. The director of public works may waive this requirement when the right-of-way user provides an affidavit certifying the user has twenty-five million dollars (\$25,000,000.00) in net assets and does not have a history of non-compliance with applicable regulatory law.

(c) Indemnification.

(1) Any right-of-way user granted a right-of-way permit and any person having facilities within the rights-of-way as partial consideration for the privilege granted shall at its sole cost and expense, indemnify, hold harmless, and defend the City, its officials, boards, board members, commissions, commissioners, agents, and employees against any and all claims, suits, causes of action, proceedings, and judgments for damages or equitable relief arising out of:

(i) Any right-of-way work including, but not limited to, the construction, maintenance, repair, or replacement of the facilities;

(ii) The operation of its facilities;

(iii) Failure to secure consents from landowners; or

(iv) Any actions taken or omissions made by the person pursuant to the authority of this Article.

(2) The foregoing indemnity provisions include, but are not limited to, the City's reasonable attorneys' fees incurred in defending against any such claim, suit, or proceeding prior to the person assuming such defense. The City shall notify a person of claims and suits within seven (7) business days of its actual knowledge of the existence of such claim, suit, or proceeding. Once a person assumes such defense, the City may at its option continue to participate in the defense at its own expense.

(3) Notwithstanding anything to the contrary contained in this Article, the City shall not be so indemnified or reimbursed in relation to any amounts attributable to:

(i) The City's own negligence, willful misconduct, intentional, or criminal acts; or

(ii) The City acting in a proprietary capacity to deliver service(s) within the City.

(4) Recovery by the City of any amounts under insurance, a performance bond or otherwise does not limit a person's duty to indemnify the City in any way; nor shall such recovery relieve a person of amounts owed to the City or in any respect prevent the City from exercising any other right or remedy it may have.

(d) Penalties. Any person violating any provision of this Article shall, upon conviction, be punished by a fine as set out in Section 1-14 of this Code.

Sec. 50-50. – Denial of an Application for a Right-of-Way Permit, When — Revocation of a Permit, When -- Action for Review by Court.

(a) The City may deny an application for a right-of-way permit, if denial is deemed to be in the public interest, for the following reasons:

(1) Failure to provide a complete application. The right-of-way user failed to provide all the necessary information requested by the City for managing the public right-of-way.

(2) The right-of-way user has failed to return the public right-of-way to its previous condition under a previous permit or after prior excavations by the applicant or right-of-way user.

(3) The right-of-way user has delinquent fees, costs, or expenses owed to the City from a previous permit.

(4) Refusal to comply with alternative right-of-way work methods, locations, or other reasonable conditions required by the director of public works or his/her representative.

(5) The City has provided the right-of-way user with a reasonable, competitively neutral, and nondiscriminatory justification for requiring an alternative method for performing the work identified in the permit application or a reasonable alternative route that will result in neither additional installation expense up to ten percent to the right-of-way user nor a declination of service quality;

(6) The City determines that denial is necessary to protect the public health and safety, provided that the authority of the City does not extend to those items under the jurisdiction of the public service commission, such denial shall not interfere with a public utility's right of eminent domain of private property, and such denials shall only be imposed on a competitively neutral and nondiscriminatory basis; or

(7) The area is environmentally sensitive as defined by state statute or federal law or is a historic district or culturally sensitive area as defined by applicable federal, state, or local laws.

(b) The City may, after reasonable written notice and an opportunity to cure not longer than thirty (30) days, which cure period may be immediate if certain activities must be stopped to be protective of public safety or health, revoke a right-of-way permit granted to a right-of-way user, with or without fee refund. The cure period shall be extended by the director of public works on good cause shown by the right-of-way user. The

City may impose a penalty as established by the City until the breach is cured, but only in the event of a substantial breach of the terms and material conditions of the permit. A substantial breach by a permittee includes but is not limited to:

- (1) A material violation of a provision of the right-of-way permit or this Article;
- (2) An evasion or attempt to evade any material provision of the right-of-way permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the City or its citizens;
- (3) A material misrepresentation of fact in the right-of-way permit application;
- (4) A failure to complete work by the date specified in the right-of-way permit, unless a permit extension is obtained or unless the failure to complete the work is due to reasons beyond the permittee's control; and
- (5) A failure to correct, within the time specified by the City, work that does not conform to applicable national safety codes, industry construction standards, this Article, or local safety codes that are no more stringent than national safety codes, upon inspection and notification by the City of the faulty condition.

(c) Any breach of the terms and conditions of a right-of-way permit shall also be deemed a violation of this Article, and in lieu of revocation the director of public works may initiate prosecution of the right-of-way user for such violation.

(d) The City shall require right-of-way users to obtain a right-of-way permit, except in an emergency, prior to performing excavation work within a public right-of-way. The City shall promptly, but not longer than thirty (30) days from receipt, process all completed permit applications. If the City fails to act on an application for a right-of-way permit within thirty (30) days, the application shall be deemed approved.

(e) A right-of-way user that has been denied a right-of-way permit, has had its right-of-way permit revoked, believes that the fees imposed on the public right-of-way user by the City do not conform to the requirements of section 50-54 believes the City has violated any provision of sections 50-45 to 50-55, or asserts any other issues related to the use of the public right-of-way, may bring an action for review in any court of competent jurisdiction in this state

(f) Exceptions.

Projects with a construction plan approved by the City are not required to obtain a separate right-of-way permit for any work contained in the construction plan approval. City-sponsored capital improvement projects, requiring utility adjustments, are not required to obtain a separate right-of-way permit for any directly associated adjustments or new facilities.

Sec. 50-50. -- Work in the Right-of-Way.

(a) Jurisdiction, Inspection and Stop Work Orders.

(1) The right-of-way user shall identify and locate any underground facilities in conformance with the "Missouri One Call" system prior to any excavation. Failure to do so may result in future permits being denied or the revocation of current permits and a requirement to remove or relocate existing facilities, equipment, poles or structures.

(2) All facilities and right-of-way work shall be subject to inspection by the City and the supervision of all federal, state, and local authorities having jurisdiction in such matters to ensure compliance with all applicable laws, ordinances, departmental rules and regulations, and the right-of-way permit.

(3) The director of public works or his/her representative shall have full access to all portions of the right-of-way work and may issue stop work orders and corrective orders to prevent unauthorized work or substandard work as established in Subsection (g) Standards for Right-of-Way Work. Such orders:

(i) May be delivered personally, through electronic mail read receipt requested, or by certified mail to the address(es) listed on the application for the right-of-way permit or the person in charge of the construction site at the time of delivery;

(ii) Shall state that substandard work or work not authorized by the right-of-way permit is being carried out, summarize the substandard or unauthorized work and provide a period of no longer than thirty (30) days to cure the problem, which cure period may be immediate if certain activities must be stopped to protect the public health and safety; and

(iii) May be enforced by equitable action in the Circuit Court of Pettis County, Missouri, and in such case the person responsible for the substandard or unauthorized work shall be liable for all costs and expenses incurred by the City in enforcing such orders, including reasonable attorneys' fees, in addition to any and all penalties established in this Article.

(4) All boring equipment shall be calibrated in accordance with the manufacturer's specifications. In addition, the calibration shall be checked at a minimum of once per day and at any time the location for the boring head is determined to be unknown during operations. Such check shall be conducted to ensure that the equipment is correctly calibrated and functioning properly. The supervisor on duty shall keep a log on the project site indicating the performance of any calibrations or checks, including a signature verifying that the check was witnessed. This log will be made available to the City Inspector or the director of public works or his/her representative upon request at any time. Failure to produce confirmation and proof of calibrations/checks will result in a Tier I Violation, with a corrective action protocol as outlined below.

(5) All utility crossings shall occur at the pothole. If the boring equipment is determined to be crossing the utility in question at a different location than the intended pothole, a new pothole at the current location shall be dug and the utility shall be exposed at the new crossing location. In addition, the depth of the boring equipment shall be noted upon the ground in white spray paint at all utility crossing locations.

(6) Tiered violation protocol. A tiered violation protocol is hereby established. Depending on the nature of an incident or violation, the following protocols and procedure shall apply:

(i) **Tier 1 Violation.** Tier 1 violations including violations of regulations and applicable law not otherwise included in Tier 2, striking, or otherwise damaging a utility facility other than a gas line, and shovel strikes to a gas line.

(A) Upon the occurrence of a Tier 1 violation, within 24 hours of occurrence a report on the incident including, but not limited to, information on the cause, person(s) responsible, etc. shall be submitted to the City from both the City's Inspector and Permittee.

(B) City staff shall be allowed ten (10) days from the time of the report submittal to review the report and make any suggestions regarding further conditions or requirements for any work moving forward. Permittee shall comply with any additional conditions or requirements designed to prevent such violation from occurring again.

(C) The director of public works may impose further permit conditions and requirements if such conditions and requirements are designed to prevent a similar violation from occurring.

(A) A fee shall be paid to the City by the Permittee, so that the City may recoup expenses incurred in staff investigation, additional inspections, and other tasks related to the Tier 1 incident. Work shall not resume until such fee is paid.

(ii) **Tier 2 Violations.** Tier 2 Violations including striking or otherwise damaging a gas utility (excluding shovel strikes).

(B) Upon the occurrence of a Tier 2 Violation, within 24 hours of occurrence a report on the incident including, but not limited to, information on the cause, persons(s) responsible, etc., shall be submitted to the Public Works Department from both the City's Inspector and the Permittee.

(C) Within 72 hours of an occurrence, representatives of the Right-of-Way User (i.e., Permittee), the Contractor, the Subcontractor and City's Inspector shall be required to meet with Public Works Department Staff and City Administration to discuss and review the incident report and develop possible resolutions or operational changes to prevent the same violation from reoccurring.

(D) Until the formal report has been submitted, the meeting has been conducted and any resolution or operational changes have been implemented, the Permittee's work described in the Right-of-way Permit shall be stopped. Upon completion of these items to the City's satisfaction, work related to the Right-of-Way Permit may recommence.

(E) A fee shall be paid to the City by the Permittee, so that the City may recoup expenses incurred in staff investigation, additional inspections, and other tasks related to the Tier 2 incident. Work shall not resume until such fee is paid.

(iii) Multiple At-fault Violations.

(A) Following three (3) Tier 1 violations or two (2) Tier 2 violations within a rolling 90-day period, where the fault is determined to be one of the parties listed on the right-of-way permit, any existing right-of-way permits issued to such Permittee shall be revoked and no new building or right-of-way permits shall be issued to the Permittee until the Permittee: (i) has revised its operations and procedures to ensure that no violations occur; (ii) has submitted its new operational plan to the City for approval; (iii) the City has approved or modified the operational plan (which shall not exceed twenty-one (21) days from the date of receiving the submittal); and (iv) Permittee has undertaken limited directional boring (which shall not exceed 100 linear feet per day) using the procedures outlined in the new operational plan for ten (10) days without a violation.

(B) A fee shall be applied to recoup expenses due to staff investigation, inspection, and other tasks relating to Multiple Tier 1 or 2 At-fault Violations.

(b) Underground Facilities.

(1) No person may erect, construct, or install new poles or other facilities above the surface of the rights-of-way without the written permission of the City, unless the City's authority has been preempted by State or Federal law. Such permission may be granted through a right-of-way permit when other similar facilities exist above ground or when conditions are such that underground construction is impossible or impractical, as determined by the City, and when in the City's judgment the aboveground construction has minimal aesthetic impact on the area where the construction is proposed.

(2) During installation of facilities and to the extent authorized by law, existing underground conduits shall be used whenever feasible and permitted by the owner thereof.

(3) In the case of new construction or property development, the developer or property owner shall give reasonable written notice to other potential right-of-way users of the particular date on which open trenching will be available for installation of facilities. All such users shall cooperate to the extent possible to expedite the installation of facilities while minimizing disruption to the right-of-way.

(c) Aboveground Facilities.

(1) The director of public works may designate certain locations or facilities in the right-of-way to be excluded from use by the applicant for its facilities, including, but not limited to:

(i) Ornamental or similar specially designed street lights.

(ii) Designated historic areas or areas of cultural sensitivity.

(iii) Facilities, equipment, structures, or locations that do not have electrical service adequate or appropriate for the proposed facilities or cannot safely bear the weight or wind loading thereof.

(iv) Facilities, equipment, structures, or locations that in the reasonable judgment of the public works director are incompatible with the proposed facilities or would be rendered unsafe or unstable by the installation.

(v) Facilities, equipment, structures, or locations that have been designated or planned for other use or are not otherwise available for use by the applicant due to engineering, technological, proprietary, legal, or other limitations or restrictions.

(2) Aboveground facilities shall be a neutral color and shall not be bright or metallic. Black, gray, and tan shall be considered neutral colors, as shall any color that blends with the surrounding dominant color and helps to camouflage the facilities. Facilities shall be located in such a manner as to reduce or eliminate their visibility. A sightproof landscape screen may be required for any authorized aboveground facilities taller than three (3) feet in height or covering in excess of four (4) square feet in size. Such screening shall be sufficient to reasonably conceal the facility. A landscape plan identifying the size and species of landscaping materials shall be approved by the director of public works or his/her representative prior to installation of any facility requiring landscape screening. The person having facilities within the right-of-way shall be responsible for the installation, repair, or replacement of screening materials. Alternative screening or concealment may be

approved by the director of public works or his/her representative to the extent it meets or exceeds the purposes of these requirements.

(3) Aboveground facilities shall be constructed and maintained in such a manner so as not to emit any unnecessary or intrusive noise and shall comply with all other applicable regulations and standards established by the City or State or Federal law.

(4) If the application of this Subsection (c) excludes locations for aboveground facilities to the extent that the exclusion conflicts with the reasonable requirements of the applicant, the director of public works shall cooperate in good faith with the applicant to attempt to find suitable alternatives and the City shall not be required to incur any financial cost or to acquire new locations for the applicant.

(d) Relocation of Equipment and Facilities.

(1) In the event of an emergency or where construction equipment or facilities create or are contributing to an imminent danger to health, safety, or property, the City may, to the extent allowed by law, remove, re-lay, or relocate such construction equipment, or the pertinent parts of such facilities, without charge to the City for such action or for restoration or repair. The City shall attempt to notify the person having facilities within the right-of-way prior to taking such action, but the inability to do so shall not prevent same. Thereafter, the City shall notify the person having facilities within the right-of-way as soon as practicable.

(2) At the City's discretion, all facilities shall be moved underground and the cost shall be borne as required by law.

(3) At the City's direction, a person having facilities within the right-of-way shall protect, support, disconnect, relocate, or remove facilities, at its own cost and expense, when necessary to accommodate the construction, improvement, expansion, relocation, or maintenance of streets or other public works or to protect the right-of-way or the public health, safety or welfare.

(4) A person having facilities within the right-of-way shall, on the reasonable request of any person and after reasonable advance written notice, protect, support, disconnect, relocate or remove facilities to accommodate such person, and the actual cost, reasonably incurred, of such actions shall be paid by the person requesting such action. The person having facilities within the right-of-way taking such action may require such payment in advance.

(5) Rather than relocate facilities as requested or directed, a right-of-way user may abandon the facilities if approved by the City as provided in Subsection (f) of this Section.

(6) No action hereunder shall be deemed a taking of property, and no person shall be entitled to any compensation therefor. No location of any facilities within the rights-of-way shall be a vested interest.

(e) Property Repair and Alterations.

(1) During any right-of-way work, the person doing the work shall protect from damage any and all existing structures and property belonging to the City and any other person. Any and all rights-of-way, public property, or private property disturbed or damaged during the work shall be repaired or replaced by the person doing the work or the person on whose behalf the work is being done, and such person shall immediately notify the owner of the fact of any damaged property. Such repair or replacement shall be completed within a reasonable time specified by the director of public works and to the director of public work's or his/her representative's satisfaction.

(i) Excavated areas shall be compacted to avoid settling of the excavated areas. Clean soil backfill shall be used in the pits and clean topsoil near the surface to prepare for proper turf restoration, as outlined below.

(A) Any disturbance on private property or neatly manicured road rights-of-way shall require sod to be placed on the excavated areas in similar condition. If sections of sod can be removed and replaced in good condition, then that is acceptable. Watering of the sod to ensure survival will be required for a minimum of twenty-one (21) days after placement or replacement.

(B) Any other disturbance on road rights-of-way or non-maintained private property shall require seed and straw to be placed and watered for a minimum of twenty-one (21) days after placement, to ensure a good stand of grass has resulted.

(C) If work occurs when normal seed and sod is not available or outside of normal growing seasons (November 1 to April 1), then temporary seed will be used (i.e., annual rye, winter wheat, etc.) until the growing season resumes.

(ii) Any disturbed area that contains landscaping, hardscaping, mulch, rocks, boulders, shrubbery, flowers, trees, statues, art, irrigation systems, lighting, and other items shall ensure that these are neatly labeled and moved out of the way to the best extent possible prior to work. Restoration includes repairing and/or replacing these items to the same condition before work began. The right-of-way user shall take whatever means necessary to document the condition of these items before construction begins. The City encourages videotaping of the right-of-way construction area before and after work is completed. Coordination with the owners of these items may be needed to verify their condition before and after construction.

(D) The right-of-way user may need to hire a third-party professional to mark, repair, replace, or test irrigation, lighting, and other similar items, to verify their condition.

(2) Any alteration to the existing sidewalks/trails, curb ramps, streets and curbs, water mains, sewer or drainage system, or to any City, state, or other public structures or facilities in the rights-of-way required on account of the construction, installation, repair, or maintenance of facilities within the rights-of-way shall be made at the sole cost and expense of the owner of such facilities.

(i) Driving, parking, placement of outriggers, or other impacts to, under, and over sidewalks or curb ramps is strictly prohibited. If there is absolutely no access to the facility without crossing the sidewalk/curb ramp, then the City shall inspect the sidewalk/curb ramp before construction begins and after construction finishes. Any damage or change in slope such that the facility would be made out of ADA compliance will result in the person being required to remove and replace the damaged facilities.

(f) Removal, Abandonment, Transfer, and Relocation of Facilities.

(1) If a person having facilities within the right-of-way installs the facilities within the right-of-way without having complied with the requirements of this Article, or abandons the facilities, the City may require the removal of the facilities, remove the facilities at the expense of the person having facilities within the right-of-way or require the transfer of the facilities as provided herein.

(2) If the City requires removal of the facilities, the person shall obtain a right-of-way permit and shall abide by all requirements of this Article. The liability, indemnity, insurance and bonding requirements required herein shall continue in full force and effect during and after the period of removal and restoration and until full compliance by the person with the terms and conditions of the right-of-way permit and the requirements of this Article.

(3) If the person fails to remove the facilities after having been directed to do so, the City may, to the extent permitted by law, have the removal done at the person's expense. Alternatively, the City may permit the abandonment, without removal, of the facilities if the director of public works determines that abandonment is not likely to prevent or significantly impair the future use, repair, excavation, maintenance, or construction of the right-of-way.

(4) If the person fails to remove the facilities after having been directed to do so, the City may, to the extent permitted by law, request that the ownership of the facilities should be transferred to the City or to such person as directed by the City. In either case the owner of the facilities shall submit a written instrument, satisfactory in form to the City, transferring to the City, or to such person as directed by the City, ownership of the facilities. The City may sell, assign, or transfer all or part of the facilities so transferred.

(6) The City shall not remove, seek to possess, or transfer the facilities until thirty (30) days have passed following written notice by the director of public works to the person having facilities within the right-of-way of the City's intent to so act. The director of public works may choose not to act on good cause shown by the person having facilities within the right-of-way.

(g) Standards For Right-of-Way Work.

(1) Except for emergency right-of-way work as provided in Subsections 50-48 (a) and 50-48 (b), right-of-way work shall be performed only upon issuance and in accordance with the requirements of a right-of-way permit.

(2) At all times during the work, right-of-way permits shall be conspicuously displayed or made available upon demand at the work site and shall be available for inspection.

(3) The right-of-way user shall coordinate the placement of facilities in a manner that minimizes adverse impact on any public improvement or public facility, as reasonably determined by the City. Where placement is not regulated, the facilities shall be placed with adequate clearance from such public improvements or public

facilities so as not to impact or be impacted by such public improvement or public facilities as defined in the City's Construction Standards available in the office of the director of public works.

(4) The right-of-way user shall consider any request made by the City concerning placement of facilities in private easements in order to limit or eliminate future public improvement or public facility relocation expenses.

(5) All facilities shall be located and laid so as not to disrupt or interfere with any pipes, drains, sewers, irrigation systems or other structures public improvements, or public facilities already installed. In addition, the right-of-way user shall, in doing work in connection with its facilities, avoid, so far as may be practicable, disrupting or interfering with the lawful use of the streets, alleys, sidewalks or other public lands of the City by any other person.

(6) All facilities of the right-of-way user shall be placed so that they do not interfere with the use of the public right-of-way and public lands. The City, through its director of public works, shall have the right to consult with the right-of-way user and its agents and review the location, design and nature of the facility prior to installation.

(7) The right-of-way user shall not interfere with the facilities of the other right-of-way users without their permission. If and when the City requires or negotiates to have a provider or right-of-way user cease using its existing poles and to relocate its facilities underground, all other service providers using the same poles shall also relocate their facilities underground at the same time. The City may waive this requirement when, in its sole discretion, it deems relocation impractical. The cost of such relocation shall be borne in accordance with this article and the applicable tariff or franchise agreement governing that service provider or right-of-way user as may be applicable.

(8) The City through its' director of public works plans to begin assigning specific corridors within the public right-of-way, and in particular segments thereof as may be necessary, for each type of facility that is currently or, is expected will someday be located within the public right-of-way.

(i) In new development areas, all right-of-way permits issued by the City shall indicate where the proper corridor for the right-of-way user's facilities is to be located.

(ii) Any right-of-way user whose facilities are currently in the public right-of-way in a position at a variance with the designated corridors shall, at the time of next reconstruction or excavation of the area where its facilities are located, move the facilities to its assigned position within the public right-of-way, unless this agreement is waived by the director of public works, for good cause shown, upon consideration of such factors as the remaining economic life of the facilities, public safety, user service needs and hardship to the right-of-way user.

(9) In the preparation and planning of a public right-of-way project, the director of public works given the specific site conditions may require **directional boring** and the use of a single facility conduit in connection with crossing of existing street improvements or when open trenching would endanger public safety or property adjacent to the public right-of-way.

(10) Street crossings will be bored unless otherwise permitted by the director of public works.

(11) The right-of-way user shall cooperate promptly and fully with the City and take all reasonable measures necessary to provide accurate and complete on-site information regarding the nature and location of its facilities within the right-of-way, both underground and overhead, when requested by the City or its authorized agent for a public improvement or work upon or to a public facility. Such location and identification shall be at the sole expense of the right-of-way user without any expense to the City, its employees, agents, or authorized contractors.

(12) All projects shall require a preconstruction meeting between the City and right-of-way user. This meeting may be waived if the right-of-way user has demonstrated considerable compliance with past projects and ordinances; however, it will be the responsibility of the right-of-way user to still contact the City to initiate said meeting and obtain a determination.

(13) If at any time it appears that the duration or scope of the right-of-way work is or will become materially different from that allowed by the right-of-way permit, the right-of-way user shall inform the director of public works. The director of public works may issue an extension, a revised right-of-way permit or require that the right-of-way user reapply for a right-of-way permit in accordance with all requirements of this Article.

(14) Right-of-way users shall not open or encumber more of the rights-of-way than is reasonably necessary to complete the right-of-way work in the most expeditious manner or allow excavations to remain open longer than is necessary to complete the work.

(15) All right-of-way work that affects vehicular or pedestrian traffic shall erect and maintain signs, barricades, barriers, warning lights, and otherwise protect the right-of-way at the right-of-way user's expense to adequately safeguard life, limb, and property and shall comply with any lawful requirements which the director of public works may impose for this purpose. The right-of-way user shall be responsible for providing adequate traffic control in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) to the area surrounding the work as determined by the director of public works or his/her representative.

(16) All safety practices required by law shall be used during right-of-way work, including commonly accepted methods and devices to prevent failures and accidents that are likely to cause damage, injury, or nuisance to the public. All right-of-way work shall be in accordance with all applicable safety and construction codes including, but not limited to, Sections of the Occupational Safety and Health Act of 1970, the National Electrical Safety Code, and other federal, state or local laws and regulations that may apply, including, without limitation, local health, safety, construction and zoning ordinances, and laws and accepted industry practices, all as hereafter may be amended or adopted. In the event of a conflict among ordinances and standards, the most stringent ordinance or standard shall apply (except insofar as that ordinance or standard, if followed, would result in facilities that could not meet requirements of federal, state or local law). Nothing in sections 50-45 to 50-55 shall be construed as limiting the authority of the City to require right-of-way users to comply with national safety codes and all other applicable zoning and safety ordinances, to the extent not inconsistent with public service commission laws or administrative rules.

(17) The right-of-way user shall perform the right-of-way work at such times that will allow the least interference with the normal flow of traffic and the peace and quiet of the neighborhood as permitted by the right-of-way.

(18) The right-of-way user shall notify the City no less than three (3) working days in advance of any right-of-way work that would require any street closure or would reduce traffic flow to less than two (2) lanes of moving traffic for more than four (4) hours. Except in the event of emergency right-of-way work, no such closure shall take place without notice and prior authorization from the City.

(19) Any contractor or subcontractor of a right-of-way user used for the performance of excavation work in the right-of-way shall be properly licensed pursuant to laws of the state and all applicable local ordinances, and each contractor or subcontractor shall have the same obligations with respect to its work as a right-of-way user would have pursuant to this Article and applicable laws if the work was performed by the public utility. A right-of-way user:

- (i) Must ensure that contractors, subcontractors, and all employees performing right-of-way work are trained and experienced;

- (ii) Shall be responsible for ensuring that all work is performed consistent with the right-of-way permit and applicable law;

- (iii) Shall be fully responsible for all acts or omissions of contractors or subcontractors;

- (iv) Shall be responsible for promptly correcting acts or omissions by any contractor or subcontractor; and

- (v) Shall implement a quality control program to ensure that the work is properly performed.

(20) All facilities shall be installed and located to cause minimum interference with the rights and convenience of property owners and other right-of-way users, and the City facilities shall not be placed where they will disrupt or interfere with other facilities or public improvements or obstruct or hinder in any manner the various utilities serving the residents and businesses in the City or public improvements.

- (i) Any installations of utilities in areas of crossing of a City-owned facility will require potholing of the City-owned facility to avoid damage.

- (ii) For horizontal directional drilling operations with a bore path that parallels a City-owned facility within four (4) feet, potholing shall be required at the beginning and end of the bore and every fifty (50) feet along the route.

- (iii) For horizontal directional drilling operations with a bore path that parallels a City-owned facility within six (6) feet, potholing should be required at the beginning and end of the bore and every two hundred (200) feet along the route.

(iv) Backhoe excavation shall not be allowed within two (2) feet of existing facilities.

(v) If potholing is impractical due to utility conflicts as specified above, then the City-owned storm and sanitary line shall be TVEd after construction to confirm no damage was performed before being released from the job.

(vi) The right-of-way user is responsible for all damage and restoration incurred, including reimbursement to the City for expenses the City has incurred due to emergency mobilization and/or repair.

(21) All facilities shall be of good and durable quality.

(22) All right-of-way work shall be conducted in accordance with good engineering practices performed by experienced and properly trained personnel so as not to endanger any person or property or to unreasonably interfere in any manner with the rights-of-way or legal rights of any property owner, including the City, or unnecessarily hinder or obstruct pedestrian or vehicular traffic.

(23) A right-of-way user shall not place or cause to be placed any sort of signs, advertisements or other extraneous markings on the facilities or in the right-of-way, whether relating to the right-of-way user or any other person, except such necessary minimal markings approved by the City as necessary to identify the facilities for service, repair, maintenance or emergency purposes or as may be otherwise required to be affixed by applicable law or regulation.

(24) Unless otherwise approved in writing by the City, a right-of-way user shall not remove, cut or damage any trees or their roots within the right-of-way. In the event the right-of-way user severely disturbs or damages the root structure of any tree in the right-of-way to the detriment of the health and safety of the tree, the right-of-way user shall be required to remove and replace the tree at the right-of-way user's cost. Further, in review of the right-of-way user's plan, the director of public works, in his/her discretion, may require the right-of-way user to directionally bore around any tree in the right-of-way.

(h) Any person performing right-of-way work shall provide written notice to all property owners within one hundred eighty-five (185) feet of the site at least forty-eight (48) hours prior to any installation, replacement or expansion of its facilities. Notice shall include a reasonably detailed description of work to be done, the location of work and the time and duration of the work. Notifications shall be in the form of door hangers or letters. Additional changeable message boards may be needed depending on the scope of the project or as directed by the director of public works or his/her representative.

Sec. 50-51 Restoration of a Public Right-of-Way After Excavation, Standards and Conditions, Completion Dates.

(a) A right-of-way user, after an excavation of a public right-of-way, shall provide for restoration of the right-of-way and surrounding areas including, but not limited to, any pavement, foundation, concrete slabs or curbs, screenings, landscaping or vegetation to like prior condition and shall comply with other reasonable conditions of the director of public works or his/her representative. Restoration shall be completed in accordance with the standards and conditions of the City, unless the City, at its option, chooses to perform its own street restoration, in which case the right-of-way user shall be responsible for reimbursing the City its reasonable actual restoration costs within thirty days of invoice. Restoration of the public right-of-way shall be completed within the dates specified in the right-of-way permit, unless the permittee obtains an extension, or a new or amended right-of-way permit from the director of public works or his/her representative.

(b) It shall be the duty of any person making an excavation in the right-of-way to backfill such excavations and restore the surface in accordance with the City's minimum prescribed standards for such surfaces or the following standards as determined by the director of public works:

(i) If the excavations are made in the improved portion of the right-of-way, twelve (12) inches of granular backfill will be placed over exposed facilities and controlled low-strength material (CLSM), also known as "flowable fill," will fill the hole within eight (8) inches of the finished surface for concrete pavements. There will be a plastic membrane placed between the rock base and the CLSM to prevent the material from bleeding into the rock base. The remaining eight (8) inches will be restored by placing a concrete mix in compliance with the City's Construction Standards.

(ii) For excavations on concrete streets or sidewalks, all removals shall be made joint-to-joint, and the minimum thickness of replaced concrete shall be either to match existing thickness or seven (7) inches.

(iii) If the excavations are made in the improved portion of an asphalt or combination street, twelve (12) inches of granular backfill will be placed over exposed facilities, and CLSM will fill the hole within nine (9) inches of the finished surface. There will be a plastic membrane placed between the rock base and the CLSM to prevent the material from bleeding into the rock base. The remaining nine (9) inches will be restored by placing a six-inch-thick, concrete mix that is in compliance with the City's Construction Standards under a three-inch asphalt concrete lift of type C mix to meet existing grades.

(iv) Where utility crossings occur on City-owned asphalt streets, the asphalt will be required to be milled and overlaid a distance of ten (10) feet both on either side of the utility (basic patching as defined by saw cutting and repair of the immediate trench area along the road is not allowed). Butt joints will be required at each tie-in point.

(v) Driveway entrances shall be constructed in accordance with the City's Construction Standards.

(vi) Spoil piles shall be placed on sheeting and covered when not in use to minimize disturbance and contamination to the existing turf.

(vii) Streets, sidewalks, driveways and parking lots shall be cleaned at the end of each working day. If disturbed areas are susceptible to runoff traveling onto a paved surface, then siltation and/or erosion control is required. If the City is required to clean up the paved areas, then a mobilization fee of two hundred and fifty dollars (\$250.00) will be charged to the right-of-way user for each occurrence.

(c) Every right-of-way user to whom a right-of-way permit has been granted shall guarantee for a period of four years the restoration of the right-of-way in the area where such right-of-way user conducted excavation and performed the restoration. This guarantee includes two feet beyond the excavation to cover degradation caused by disturbance of the ground during excavation. These repairs must be inspected during construction and will have annual inspections thereafter for the life of the guarantee period to insure the performance of those repairs.

(d) If a right-of-way user fails to restore the public right-of-way within the date specified in the right-of-way permit, or has not acquired a waiver or extension to such permit, the City shall perform its own restoration required as a result of the excavation, and require the right-of-way user to reimburse the City for the actual costs of such restoration. If such right-of-way user after notification fails to reimburse the City for the actual costs of such restoration, the City shall have the right to exercise the bond or other instrument made available for such purpose by the right-of-way user for the amount owed.

Sec. 50-52. – Work Pursuant to Permit to be Done Expeditiously.

(a) All work done pursuant to a right-of-way excavation permit shall be prosecuted diligently and without avoidable delay, to the end that all excavations shall be backfilled and the repair and restoration work completed within a reasonable time. Whenever, in the opinion of the director of public works, a permittee fails to meet the requirements of this section, he/she shall notify the delinquent permittee that the work must be completed and the excavation backfilled within a period of time to be stated in the notice; and failure of the permittee to comply with such notice shall constitute a violation of this section.

(b) The requirements for erection and maintenance of barriers, warning signs, lights, and other precautions as may be necessary to adequately safeguard life, limb and property remain with the permittee until construction work is completed and final inspection and acceptance of the work by the City has occurred. The requirements of this section shall be indicated on any permit issued under this article. If barriers, warning signs, lights, and other precautions are removed prior to completion of the right-of-way work, the City shall have the right to erect and be reimbursed either by the permittee or from their performance bond for the cost of placing such safety devices.

Sec. 50-53 Close-out of Right-of-way Project.

(a) When an excavation has been made within a right-of-way and after the excavation has been properly backfilled, the permittee shall immediately notify the director of public works or his/her representative that the excavation is ready for *final* inspection prior to final surface replacement. After notification has been made, an excavation shall not be reopened unless a new excavation permit is first obtained.

(i) The director of public works or his/her representative shall *inspect* the excavation within two business days, excluding weekends and/or holidays, and if he/she finds that such excavation has been properly backfilled and deems the excavation area is sufficient to permit *final surface replacement*, he/she shall accept the excavation in a writing delivered to the permittee by either personal delivery, postage prepaid in the U.S. mail, electronic mail, or facsimile. Acceptance of the excavation by the City shall be deemed to occur on the date of the director's written acceptance. Permittee is solely responsible for maintaining the excavation site in a safe condition, which may include, but not be limited to use of barricades, until the director has accepted the excavation in accordance with this section. If requested by the director, the permittee shall place a temporary surface in accordance with the rules and regulations of the director.

(ii) The judgment of the director as to when an excavation has been properly backfilled and the excavation area is sufficient to permit *final* surface replacement shall be conclusive. After *inspection* and acceptance of excavations by the director, the director may require the permittee to proceed with the *final* surface replacement of such excavations in accordance with the rules and regulations of the director.

(iii) Upon completion of the right-of-way project by the right-of-way user, the director of public works or his/her representative shall review the project inspection records and other available documentation, inspect the project area, as necessary, notice the right-of-way user of any unsuitable conditions, and after allowing for a cure period the City shall complete any unfinished area. The permittee shall be responsible for paying to the City the actual costs for returning any unfinished area of the excavation to pre-excavation condition.

(b) At the discretion of the director of public works, after the completion of right-of-way work the right-of-way user shall provide to the City as-built drawings, maps or other comparable records as determined by the director of public works or his/her representative, drawn to scale and certified to the City as reasonably depicting the location of all facilities constructed pursuant to the right-of-way permit. Such records may be provided to the office of the director of public works in the form maintained by the right-of-way user, but when available to the right-of-way user, shall be submitted in automated formats that are compatible with City systems, as determined by the director of public works, or in hard copy.

Sec. 50-54 Fee imposed to recover management costs, amount — allocation of such fees — uniform application of right-of-way laws required.

(a) The City may recover its right-of-way management costs by imposing a fee for permits issued by the City. The City shall not recover from a right-of-way user costs caused by another entity's activity or inactivity in the public right-of-way.

(b) Right-of-way permit fees imposed by the City on right-of-way users shall be:

(1) Based on the actual, substantiated costs reasonably incurred by the City in managing the public right-of-way;

(2) Based on an allocation among all users of the public right-of-way, including the City itself, which shall reflect the proportionate costs imposed on the City by each of the various types of uses of the public rights-of-way;

(3) Imposed on a competitively neutral and nondiscriminatory basis; and

(4) Imposed in a manner so that aboveground uses of the public right-of-way do not bear costs incurred by the City to regulate underground uses of the public right-of-way.

(c) The right-of-way user shall have the right to equitably allocate, and may separately state in the customer's bill, any or all right-of-way permit fees imposed by the City to:

(1) Customers of the right-of-way user residing in the City.

(2) Any specific customer or customers requesting or requiring the right-of-way user to perform work for which the acquisition of a right-of-way permit is necessary.

(d) All fees received from permits granted under this Article shall be credited to the budget allotment for the department of public works.

(e) The rights, duties and obligations regarding the use of the public rights-of-way imposed pursuant to sections 50-45 to 50-55 shall be uniformly applied to all users of the public right-of-way, including the City.

(f) In order to avoid excessive processing and accounting costs to either the City or the right-of-way user, the City may establish procedures for bulk processing of permits and periodic payment of permit fees.

Sec. 50-55 Prohibited Acts by the City— No Fee Required, When.

(a) In managing the public right-of-way and in imposing fees pursuant to sections 50-45 to 50-55, the City shall not:

- (1) Unlawfully discriminate among right-of-way users;
- (2) Grant a preference to any right-of-way user;
- (3) Create or erect any unreasonable requirement for entry to the public right-of-way by right-of-way users;
- (4) Require a telecommunications company to obtain a franchise or require a right-of-way user to pay for the use of the public right-of-way, except as provided in sections 50-45 to 50-55;
- (5) Enter into a contract or any other agreement for providing for an exclusive use, occupancy or access to any public right-of-way; or
- (6) Require any public utility that has legally been granted access to the City's right-of-way to enter into an agreement or obtain a permit for general access to or the right to remain in the right-of-way of the City.

(b) The City shall not collect a fee imposed pursuant to section 50-54 through the provision of in-kind services by a right-of-way user, nor require the provision of in-kind services as a condition of consent to use the City's public right-of-way; however, nothing in this subsection shall preclude requiring services of a cable television operator, open video system provider or other video programming provider as permitted by federal law.

APPENDIX A - CITY FEE SCHEDULE (Modifications to fee structure for Excavations, Inspections and Repairs)

*Chapter 50
Streets, Sidewalks and Other Public Places*

Code Section	Description	Amount (dollars)
50-48	Payment of costs associated with unpermitted excavation investigation, inspection, documentation and follow-up.	\$100 per block disturbed
50-50	Tier 1 Violation – Recover cost of investigation, inspections, and other related costs	\$1,000
	Tier 2 Violation – Recover cost of investigation inspections, and other related costs	\$2,500
	Multiple Tier 1 or 2 At-fault Violations	\$3,600
50-53	Right-of-way repair of asphalt, brick or concrete pavement	\$153.66 per cubic yard concrete used for repair \$80 per ton asphalt used for repair Brick based on annual contract cost per hour for replacement
50-54	Right-of-way excavation permit fee.	\$50.00
	Projects occurring in multiple blocks and/or over multiple weeks -- Right-of-way excavation plan review fee, one time per project.	\$800.00
	Right-of-way inspection fees	\$60 per hour ¹
	Right-of-way performance and maintenance bond for repair and maintenance	\$25,000 bond or escrow

¹ The full amount of the inspection fee will be calculated at the time of permitting based on the project schedule to be submitted and must be paid in advance. At project close-out, the actual number of inspection hours will be used to determine whether a refund is due or an additional inspection fee is due.

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 1st day of August, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of August, 2022.

Andrew L. Dawson Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

To: Kelvin Shaw
From: Brenda Ardrey
Date: July 28, 2022
Subject: Code Amendment

Repeal of Chapter 50 – Streets, Sidewalks and Other Public Places Article III Excavations and
Replace with Chapter 50 – Streets, Sidewalks and Other Public Places Article III Right-of-way Usage and
Excavation Permits

Attached for City Council consideration is a new Chapter 50 – Streets, Sidewalks and Other Public Places Article III Right-of-way Usage and Excavation Permits to replace the current Article III that is very limited in scope. With multiple utilities now attempting to co-locate in the City's public rights-of-way and the changes in construction technology including the prevalent use of directional drilling operations, a strengthening and clarification of procedures used by the City through its' Public Works Department that oversees use of and management of the City's rights-of-way including the permitting and inspection processes is needed.

This Code change is being made in part to address experiences encountered by other Missouri communities where utilities have used less than best construction management practices that then resulted in bad outcomes and damage to existing public utilities such as gas, public drinking water, sewer and stormwater piping such damages being caused by the drilling through of existing utilities while installing underground fiber or other telecommunication service lines. In one instance, homes were destroyed when a gas main was impacted.

The City has had recent discussions with three companies planning to provide fiber optic service to the community over the coming months. These projects are large in scope and involve a significant amount of directional drilling.

The attached City Code change will allow the Public Works Department to establish a sound permitting and inspection process and establishes fees as provided for in state statute reflective of actual costs borne by the City for providing permitting and right-of-way management services including inspection of utility installation.

In summary, this amended Article III provides when excavating in public right-of-way that certain requirements are met or known to the right-of-way user, such as:

- Obtaining a right-of-way excavation permit
- Completing a permit application process
- Providing information necessary for a permit (work schedule, contact information, contractor list, subcontractor list, traffic control plan, erosion control plan, safety plan, engineering plans, etc.).
- Meeting a performance and maintenance bonds/escrow and certificate of insurance (City as an additional insured) requirement
- Providing reasons for denial of an application and an appeals process
- Providing the City's jurisdiction, inspection and stop work order authority
- Providing right-of-way restoration requirements
- Providing for projects to be timely completed
- Providing project close-out guidance
- Providing, in accordance with state statute, for fees to be imposed to recover the City's actual cost of right-of-way management
- Pursuant to state law outlining what the City cannot do related to rights-of-way

The Public Works Department believes this change clarifies the community's need for safe construction practices within the City's rights-of-way, provides from the public utility the resources for inspecting and managing those utilities' activities within the rights-of-way and does so in a method to allow new technology to become available to homes within our community.

Thank you for your consideration.