



City Council Meeting Agenda

Monday August 15, 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. PUBLIC HEARING – PROPOSED TAX RATES FOR 2022**
- E. PROCLAMATION READING** – WILS (West Central Independent Living Solutions)
- F. SERVICE AWARDS** - None
- G. SPECIAL AWARDS**
 - 1. Presentation – Sedalia Fire Department – Promotional Pinning
 - Nathaniel Nevels – Driver
- H. RETIREMENT AWARDS** - None
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
 - A. Council Meeting – August 1, 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. Proposed Tax Rates for 2022
 - Council Discussion led by Chairman Richardson
 - Call for Ordinance levying and providing for the collection of taxes for the Year 2022 in the City of Sedalia, Missouri – Mayor Dawson
 - 2. Presentation – Financial Update (Kelvin Shaw, Presenter)
 - B. PUBLIC WORKS** – Chairman Thomas Oldham; Vice Chairwoman Tina Boggess
 - 1. Bid & Agreement – Higgins Asphalt Paving Co., Inc. – Thompson Boulevard Mill and Overlay Project – \$471,757.05
 - Council Discussion led by Chairman Oldham
 - Call for Ordinance authorizing an agreement for mill and overlay of Thompson Boulevard – Mayor Dawson
 - 2. Annexation & Utility Services Agreement – Mark & Catherine Witaczack – 2230 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
 - 3. Annexation & Utility Services Agreement – Michael Tsurkan – 2610 James Lane (Covered Bridge Estates)
 - Council Discussion led by Chairman Oldham

Click on any agenda item to view the related documentation

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

4. Change Order 3 – Infrastructure Solutions, LLC – Central Regional and Pelham Drive Lift Stations - \$6,195.00 (Electrical Work)

Council Discussion led by Chairman Oldham

○ Call for Ordinance authorizing change order number three for the Central Regional and Pelham Drive Lift Stations – Mayor Dawson

5. Authorizing submission of USDOT Safe Streets and Roads Grant Application - \$250,000.00

Council Discussion led by Chairman Oldham

R Call for Resolution adopting a safe system approach to roadway safety for the City of Sedalia with a goal of eliminating traffic deaths and serious injuries by 2032 – Mayor Dawson

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

1. Funding application support – Deer Brook Villas Phase IV

Council Discussion led by Chairwoman Foster

R Call for Resolution supporting an application by D. Kim Lingle and MBL Development Company, a Missouri Corporation, for Missouri Housing Development Commission funding for Deer Brook Villas Phase IV – Mayor Dawson

2. Agreements – Demolition of Structures – 701 South Lafayette and 521 West 5th (Schultz Wrecking \$8,500.00 for 701 South Lafayette; Earthworks Excavation \$16,200.00 for 521 West 5th)

Council Discussion led by Chairwoman Foster

○ Call for Ordinance authorizing an agreement for demolition of structures located at 701 South Lafayette – Mayor Dawson

○ Call for Ordinance authorizing an agreement for demolition of structures located at 521 West 5th Street – Mayor Dawson

3. Proposed street name change – Portion of North Moniteau Avenue to W.T. Morris Avenue

Council Discussion led by Chairwoman Foster

R Call for Resolution proposing to change the name of North Moniteau Avenue extending from West Main Street to West Clay Street to W.T. Morris Avenue in the City of Sedalia, Missouri – Mayor Dawson

D. PUBLIC SAFETY – Chairman Jack Robinson; Vice Chairman Steve Bloess

1. Police Department – Purchase of (2) Dodge Durangos – Kansas State Highway Patrol - \$58,200.00

Council Discussion led by Chairman Robinson

Motion and Second to authorize the purchase of (2) Dodge Durangos for the Sedalia Police Department from the Kansas State Highway Patrol.

2. Budget Amendment & Grant Acceptance – Instalert Message Display - \$6,094.00

Council Discussion led by Chairman Robinson

R Call for Resolution authorizing an increase in budgeted expenditures for the fiscal year 2022-2023 relating to expending grant funds on a message board for the police department – Mayor Dawson

○ Call for Ordinance amending the budget for the fiscal year 2022-2023 regarding the expending of grant funds for a message board – Mayor Dawson

○ Call for Ordinance authorizing the acceptance of a Strategic Highway Safety Plan Program Agreement – Mayor Dawson

IV. OTHER BUSINESS

A. APPOINTMENTS - None

B. LIQUOR LICENSES

New:

*Garrett Volker dba Volker's, 1021 S. Limit, Liquor by the Drink & Sunday Sales - \$750

Renewals:

* Nicole Walker dba Discount Smokes & Liquor, 2205 S. Limit Suite D, Packaged Liquor & Sunday Sales - \$450

* Jodi Klimiuk dba Buffalo Wild Wings, 4401 Wisconsin, Liquor by the Drink & Sunday Sales - \$750

* Karrie Wright dba Dollar General #1316, 2500 W Broadway, Packaged Liquor - \$150

* Karrie Wright dba Dollar General #2787, 2003 S Limit, Packaged Liquor - \$150

* Karrie Wright dba Dollar General #2379, 619 N Ohio, Packaged Liquor - \$150

* Karrie Wright dba Dollar General #3494, 713 E Broadway, Packaged Liquor - \$150

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. BUSINESS RELATED TO CLOSED DOOR MEETING

A. Motion and Second to reopen regular meeting

B. Roll Call

C. Ordinance approving the sale of property

D. Ordinance approving the sale of property

IX. ADJOURN MEETING

A. Motion and second to adjourn meeting

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

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

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

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

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

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

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

For **other devices**: use the feature of call me. The phone audio will be much better than through your computer. This should come up if you have your preferences set up to show it. If it does not, in the upper right hand corner of the GoToMeeting screen you will see an icon that looks like a gear. Click on the gear and then look for "Phone" and if it is not highlighted click on it. One of the options should be to call me. Put the

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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 AUGUST 12, 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 15, 2022, 6:30 p.m.

Public Hearing – Proposed Tax Rates For 2022 Every year we have to go through the calculations prescribed by the Hancock Amendment to determine the maximum allowed revenue from property taxes in order to set our levy amounts. This process starts with the County Assessor submitting the total assessed valuations for each taxing jurisdiction to the County Clerk the first part of July. The County Clerk then has to “certify” these values to us and to the State Auditor. A division of the State Auditor’s office then prepares a “proforma” that makes the Hancock Amendment calculations that tell us what our maximum levies can be. We then have to publish a notice in the paper of what we intend to set these levies at and hold a public hearing before Council. After such hearing, Council can then set by ordinance the levy amounts. These amounts are then submitted back to the State Auditor through the County Clerk. This by law has to be completed by September 1 of each year or we cannot levy property taxes for that year. The State Auditor then reviews these and “certifies” to the county that these levies are allowable and they can use them for the billing of the property taxes to the taxpayers in November.

The Hancock Amendment calculations limit the amount of increased revenue any taxing jurisdiction can receive to the amounts associated with new territories, new construction, new voter approved levies, and the lesser of the rise in the Consumer Price Index (CPI) or 5%. This basically prohibits the taxing authorities from raising taxes without a vote of the people by just increasing assessed valuations. This assumes though that the assessed valuations are at least keeping up with inflation. The assessed valuations in the City of Sedalia have not kept up with inflation; in fact, they have actually decreased. This has the effect of raising the levy amount to compensate for the decrease. This keeps the tax revenue from going down, but does not allow for the reality of the effects of inflation. Likewise, since the levy rate goes up, it has an uneven affect on individual taxpayers. The ones that are assessed accurately are paying more than their fair share, in favor of those that are significantly undervalued. Unfortunately, this can only be rectified through the assessor’s office. Staff will continue to work to influence improvement.

This hearing is set aside for anyone from the public to make comments on the appropriateness of the levies before Council considers adoption of the ordinance to set them.

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

1. As presented above, every year Council may consider an ordinance to set property tax levies after conducting the public hearing at the beginning of this meeting.
2. I will provide a brief update on the major tax revenue collection trends.

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

1. During the strategic planning and budget development process, we proposed the resurfacing of Thompson Blvd from 10th to 16th Streets this year. Council scored this project second out of twenty-five items reviewed for the capital improvements fund. In the adopted budget, Council appropriated \$490,000 for the project. Staff solicited bids and only received one from Higgins Asphalt for \$471,757.05. After reviewing references, staff recommends award of the bid to the sole bidder.
2. Mark and Catherine Witaczack have requested utility services from the City for property located outside the city limits. Staff has negotiated an agreement that in return for extending services, they would grant the perpetual right of the City to annex the property if it ever becomes contiguous to the city limits. This agreement is consistent with past practices and agreements in other similar situations and staff recommends approval.
3. Michael Tsurkan 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.
4. During construction of the Central Regional and Pelham Drive Lift Station upgrades, the contractor has encountered unanticipated costs to upgrade the electrical configuration to meet the current standards required by Evergy, as the electricity provider. Staff recommends approval of a change order to add the extra costs of \$6,195.00 that were not anticipated at the time of bidding this project.
5. Brenda Ardrey, our Public Works Director, has learned of some Federal Grants that may be able to help us reduce or eliminate fatality and serious injury accidents by improving the roads. In order to qualify for these grants, the City must first adopt a vision establishing this goal and then develop a plan to achieve the goal. A section of the grant funding is available for developing the specifics of such a plan. Therefore, staff recommends approval of a resolution establishing the goal, and to authorize staff to apply for the grant funding to develop the plan. The grant would require a twenty percent match and we anticipate the total plan will cost \$250,000, so the match requirement would be \$50,000. If we are successful in obtaining the grant, staff will bring to Council an ordinance to formally appropriate the funding.

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

1. The developer of the Deer Brook Villas senior citizen, affordable housing project is now planning Phase IV. This development has been hugely successful in providing much needed affordable housing for seniors in our community. One only needs to look at their waiting list of over 170 individuals wanting to move into these apartments to recognize the need, as well as, the desirability of their model. Phase IV will add another 38 units to the complex along with another community building. Partly because of this development, the group selling the land and developing the surrounding area is extending Lamb Drive to connect up with 10th street, which will also help transportation in the area and bring more opportunities for development. Staff recommends adopting a resolution expressing the City's support for the development and their application for tax credits.

2. Due to the size, proximity to other structures, and / or other complexities of a couple demolitions on our schedule, staff solicited bids from outside contractors. These houses have gone through the dangerous buildings process and the time frames allotted for the owner to complete the demolitions have expired. Therefore, the City is left with the unfortunate task of needing to perform abatements for the public good. Staff recommends award of two contracts for the demolition of 701 S Lafayette by Schultz Wrecking for \$8,500 and 521 W 5th by Earthworks Excavation for \$16,200.
3. We have received a petition signed by the vast majority of the property owners along North Moniteau Avenue requesting that the name of the street be changed to W.T. Morris Avenue in honor of Mr. Morris's significant contributions to our country and community. Among Mr. Morris's contributions are that he served honorably in the United States Airforce, was a prolific preacher, and organized the community around building two churches. He has been described by those that knew him as an advocate for and giving a voice to the unheard, fed the hungry, and gave shelter to those without. The process to change the name of a street requires a resolution by Council to establish its intent to do so. Then we will work to notify the rest of the interested parties and hold a comment period.

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

1. Included in the budget for this fiscal year is \$79,000 for the purchase of two new patrol vehicles for the police department. With the ongoing supply chain disruptions, we were unable to secure new vehicles as intended. Chief Wirt was able to locate two used vehicles from the Kansas State Highway Patrol that will help us continue to fill the gap until we can again start obtaining new vehicle replacements. Staff recommends approval of the purchase of two used Dodge Durango's for \$58,200.
2. Corporal Silvey was successful in obtaining a grant to purchase a portable IstaAlert Message Display board. This board will help alert and direct traffic while the police are working to investigate and clear the roadway of accidents. The grant funds will pay 100% of the cost so there is no effect on reserves. Council does need to formally appropriate the funds though to authorize the expenditures. Staff recommends approval of the resolution and ordinance to amend the budget, as well as, the ordinance to authorize the acceptance of the grant.

NOTICE OF PUBLIC HEARING AUGUST 15, 2022

A public hearing will be held at 6:30 p.m. on August 15, 2022 in the Council Chambers in the Municipal Building, located at 200 S. Osage, at which time citizens may be heard on the property tax rates proposed to be set by the City of Sedalia, a political subdivision. The tax rates shall be set to produce the revenues which the budget for the fiscal year beginning April 1, 2022 show to be required from the property tax. Each tax rate is determined by dividing the amount of revenue required by the current assessed valuation. The result is multiplied by 100 so the tax rate will be expressed in cents per \$100.00 valuation.

	2021 ASSESSED VALUATION	2022 ASSESSED VALUATION	ESTIMATED AMOUNT OF PROPERTY TAX REVENUES ASSESSED FOR 2022	PROPOSED TAX RATE 2022 (PER \$100)
For Public Library Purposes:				
Real Estate	172,112,831	173,295,694		
Personal	41,512,989	48,253,194		
Public Library	213,625,820	221,548,888	\$ 519,311	0.2344
Library Temporary			\$ 150,875	0.0681
Total Public Library			\$ 670,184	0.3025
For Special Business District - Real Estate				
	4,986,460	4,856,650		
For Special Business District - Personal	-	680		
Total	4,986,460	4,857,330	\$ 41,287	0.8500
For All Other Purposes:				
Real Estate	220,523,888	217,837,069		
Personal	63,459,777	67,419,697		
TOTAL	283,983,665	285,256,766		
General			\$ 1,372,941	0.4813
Public Parks			\$ 477,520	0.1674
Fire Pension			\$ 142,628	0.0500
Police Pension			\$ 268,712	0.0942
TOTAL FOR ALL PURPOSES			\$ 2,973,273	
Tax Levy for All Purposes				1.9454
Tax Levy for Outside Special Business District But Within Public Library				1.0954
Tax Levy for Outside Special Business District and Public Library				0.7929

CITY OF SEDALIA
 Andrew Dawson, Mayor
 Arlene Silvey, MPCC City Clerk

Handicapped citizens needing assistance or auxiliary aids in order to attend this meeting should contact the City Administrator's office at (660) 827-3000 extension 1102 no later than 48 hours prior to the scheduled meeting. The above figures are prior to the Board of Appeals and are the most recent figures available from the County Clerk. Any further changes received by the City prior to the hearing date will be incorporated into the applicable tax rates.



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
AUGUST 1, 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, August 1, 2022 at 6:30 p.m. at the Municipal Building in the Council Chambers with Mayor Pro-Tem Tina Boggess presiding. Mayor Pro-Tem Boggess called the meeting to order and asked for a moment of prayer led by Chaplain Byron Matson followed by the Pledge of Allegiance.

ROLL CALL:

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

SERVICE AWARDS:

5 Year Pin/Certificate Elizabeth Nations Executive Administrative Aide Public Works/Admin.

SPECIAL AWARDS:

Sedalia Fire Department – Badge Pinning: Bradley Burton was promoted from Firefighter to Driver and was presented his driver’s badge and helmet shield.

RETIREMENT AWARDS: None

MINUTES:

- Council Meeting minutes of July 18, 2022 were approved on motion by Oldham, seconded by Bloess. All present in favor. Marshall and Foster were absent.
• Special Council Meeting/Work Session minutes of July 19, 2022 were approved on motion by Richardson, seconded by Cross. All present in favor. Marshall and Foster were absent.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: None

ROLL CALL OF STANDING COMMITTEES:

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

- > Staff sent out a request for proposals for an insurance broker to assist the City with employee benefits which includes medical, dental, vision, life and all ancillary products as well as managing the City’s 457 Plan. 9 proposals were received and reviewed and Staff recommends awarding the broker selection to IMA Financial Group. Motion by Bloess, seconded by Oldham to accept Staff’s recommendation. All present in favor. Marshall and Foster were absent.
> The annual appropriation for Whiteman Area Leadership Council is being increased from \$3,000.00/yr. to \$5,000.00/yr.

BILL NO. 2022-123, ORDINANCE NO. 11617 – AN ORDINANCE AUTHORIZING AN AMENDED AGREEMENT WITH WHITEMAN AREA LEADERSHIP COUNCIL was read once by title.

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

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

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

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

➤ Change Order #1 in the amount of \$15,768.45 is for rock excavation and Change Order #2 in the amount of \$3,425.00 is for Rail Pros Flagmen required to observe construction in railroad right-of-ways. A budget amendment is needed for the total amount of \$19,193.45.

RESOLUTION NO. 1970 – 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 was read once by title and approved on motion by Oldham, seconded by Bloess. All present in favor. Marshall and Foster were absent.

BILL NO. 2022-124, ORDINANCE NO. 11618 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023 REGARDING THE CENTRAL REGIONAL AND PELHAM DRIVE LIFT STATION PROJECT was read once by title.

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

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

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

BILL NO. 2022-125, ORDINANCE NO. 11619 – AN ORDINANCE AUTHORIZING CHANGE ORDER NUMBERS ONE AND TWO FOR THE CENTRAL REGIONAL AND PELHAM DRIVE LIFT STATIONS was read once by title.

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

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

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

➤ The City has been working with Prairie Hollow Development Co. LLC, who is planning a housing development between 32nd Street and Sacajawea Road. The agreement is for an irrevocable consent to annexation and extension of City water and sewer.

BILL NO. 2022-126, ORDINANCE NO. 11620 – AN ORDINANCE AUTHORIZING AN IRREVOCABLE CONSENT TO ANNEXATION AND UTILITY SERVICES AGREEMENT TO EXTEND THE CITY OF SEDALIA’S WATER SYSTEM AND SANITARY SEWER was read once by title.

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

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

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

➤ The City received a \$500,000.00 grant from the State of Missouri’s Community Development Block Grant Program for sidewalk rehabilitation and replacement. The area for rehabilitation is between 4th Street and 5th Street from Emmett Avenue to New York Avenue.

BILL NO. 2022-127, ORDINANCE NO. 11621 – AN ORDINANCE AUTHORIZING A GRANT AGREEMENT FOR SIDEWALK REHABILITATION AND REPLACEMENT was read once by title.

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

➤ The agreement with Edward Petrashishin, on behalf of Next Home Properties, LLC, is for connection of property located at 3370 Cedar Springs Street in Covered Bridge Estates to City water and sewer.
BILL NO. 2022-128, ORDINANCE NO. 11622 – AN ORDINANCE AUTHORIZING AN ANNEXATION AND UTILITY SERVICES AGREEMENT FOR CONNECTION TO THE CITY OF SEDALIA’S WATER DISTRIBUTION AND SEWER COLLECTION SYSTEMS was read once by title.

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

➤ The agreement with Herman S. & Debra K. Collier is for connection of property located at 2245 West Country Club Drive to City water.
BILL NO. 2022-129, ORDINANCE NO. 11623 – AN ORDINANCE AUTHORIZING AN ANNEXATION AND UTILITY SERVICES AGREEMENT FOR CONNECTION TO THE CITY OF SEDALIA’S WATER DISTRIBUTION SYSTEM was read once by title.

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

➤ Public Works Director Brenda Ardrey reviewed other communities’ codes regarding right-of-way and utility easement excavation and worked with legal counsel to help the City better manage excavations, protect right-of-ways and citizen property surrounding them. Staff recommends changing the code to better manage the structure of excavations.

BILL NO. 2022-130, ORDINANCE NO. 11624 – 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 was read once by title.

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

COMMUNITY DEVELOPMENT –Vice Chairman, Bob Cross stated that there was no report. Chairwoman Rhiannon Foster was absent.

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

APPOINTMENTS: None

BIDS:

- Purchase & re-use of property at 406 South Ohio – May 6, 2022
- Insurance Broker/Consulting Services – July 1, 2022

LIQUOR LICENSES: The renewal Liquor License for Doug Benitz dba Liberty Center Association for the Arts, 111 West 5th, for Liquor by the Drink was read and approved on motion by Oldham, seconded by Richardson. All present in favor. Marshall and Foster were absent.

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilman Oldham reminded everyone that August 2, 2022 is election day and urged everyone to get out and vote.

GOOD & WELFARE:

Renee Vance, 19813 Tanglenook Rd, asked if there is planning for additional police presence during the Missouri State Fair Parade on August 11, 2022. She is aware of some people who are afraid to be in or at the parade. Mayor Pro-Tem Boggess stated it would be taken into consideration and relayed to the Police Chief.

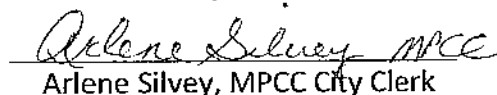
Estelle Frazier stated she was concerned with the parking of unlicensed cars/trucks on the North corner of Main Street and Moniteau Avenue. She added that if you are going South, you can't see a car coming unless you are half way out into the street.

The meeting adjourned at 6:50 p.m. on motion by Oldham, seconded by Richardson to a closed door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice) and 2 (Real Estate) 610.021 RSMo. Roll Call Vote: Voting "Yes" were Robinson, Oldham, Boggess, Richardson, Cross and Bloess. No one voted "No". Marshall and Foster were absent.

The regular meeting reconvened at 7:35 p.m. and closed on motion by Cross, seconded by Oldham. All present in favor. Marshall and Foster were absent.

THE CITY OF SEDALIA, MISSOURI


Tina Boggess, Mayor Pro-Tem


Arlene Silvey, MPCC City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE LEVYING AND PROVIDING FOR THE COLLECTION OF TAXES FOR THE YEAR 2022 IN THE CITY OF SEDALIA, MISSOURI.

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

Section 1. There is hereby levied for the year 2022 the following rate of taxation upon all real estate and personal property within the limits of the City of Sedalia, Missouri, which is not exempt from taxation as shown by the Assessor's valuation thereon, as fixed and agreed upon by the Board of Equalization, as follows:

1. For the purpose of defraying the expenses of the City of Sedalia, a city within the State of Missouri, having a population of less than 30,000 and more than 10,000 inhabitants, the rate and sum of \$0.4813 on the One Hundred Dollars valuation.
2. For the support and maintenance of the free public library heretofore established and now existing in the said City, the rate and sum of \$0.2344 on the One Hundred Dollars valuation.
3. For the support of a Library Voter Approved Tax Increase, the rate and sum of \$0.0681 on the One Hundred Dollars valuation.
4. For the support and maintenance of the free public parks heretofore established and now existing in the said City, the rate and sum of \$0.1674 on the One Hundred Dollars valuation.
5. For the support of a fund for Firemen's Pension as heretofore established by vote and provided for by ordinance, the rate and sum of \$0.0500 on the One Hundred Dollars valuation.
6. For the support of a fund for Policemen's Pension as heretofore established by vote and provided for by ordinance, the rate and sum of \$0.0942 on the One Hundred Dollars valuation.
7. For the purpose of paying for all costs and expenses incurred in the operation of the Sedalia Special Business District, the provision of services and improvements authorized by law and incidental to the leasing, construction, acquisition and maintenance of any improvements provided for by law or for paying principal and interest on notes or bonds authorized for the construction or acquisition of any said improvements, the rate and sum of \$0.8500 on the One Hundred Dollars valuation, on property located within the said district.

Section 2. Therefore, the tax levy for:

1. Property located outside the Special Business District and the Public Library will be assessed at the rate of \$0.7929 per \$100.00 assessed valuation thereon; and
2. Property located outside the Special Business District but within the Public Library will be assessed at the rate of \$1.0954 per \$100.00 assessed valuation thereon; and

3. Property located within the Special Business District and the Public Library will be assessed at the rate of \$1.9454 per \$100.00 assessed valuation thereon.

Section 3. This ordinance shall take effect and be in full force from and after its passage by the City Council and approval by the Mayor.

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 15th day of August, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 15th day of August, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR MILL AND OVERLAY OF THOMPSON BOULEVARD.

WHEREAS, The City of Sedalia, Missouri, received a proposal from Higgins Asphalt Paving Co., Inc. for the Thompson Boulevard Mill and Overlay Project; and

WHEREAS, under the proposal, the City of Sedalia, Missouri, shall pay Four Hundred Seventy-One Thousand Seven Hundred Fifty Seven Dollars and Five Cents (\$471,757.05) to Higgins Asphalt Paving Co., Inc. for said project as more fully described in the proposed agreement attached as Exhibit A and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri, and Higgins Asphalt Paving Co., Inc. in substantively the same form and content as the agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 15th day of August, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 15th day of August, 2022.

ATTEST:

Andrew L. Dawson, Mayor

Arlene Silvey, MPCC
City Clerk

To: Kelvin Shaw
Through: Brenda Ardrey *BA*
From: Jeremy Stone
Date: July 27, 2022
Subject: Council Memo-Project #2023-008 Thompson Boulevard Mill and Overlay Project

On July 27, 2022, the Public Works Department received one (1) bid for the mill and overlay of Thompson Boulevard between US Highway 50 and W. 16th Street. The bid was received from Higgins Asphalt Paving Co., Inc., 35086 Higgins Road, Tipton, MO totaling \$471,757.05. The bid was evaluated and the proposal met the requirements as stated in the bid documents.

Public Works has consulted with multiple references provided by Higgins Asphalt including Whiteman AFB, the City of Windsor and Harry S. Truman Dam and Reservoir and received excellent recommendations.

Public Works is requesting approval to award the bid for the above mentioned project to the sole bidder Higgins Asphalt Paving Co., Inc of Tipton, MO for the amount of \$471,757.05 which is under the budgeted amount of \$490,000.00.

Thank you for your consideration.

CONTRACT AGREEMENT

STATE OF MISSOURI
COUNTY OF PETTIS

THIS AGREEMENT AND INDENTURE MADE AND ENTERED INTO THIS, the _____ day of _____, 2022 by and between the CITY OF SEDALIA, MISSOURI.

Party of the first part, termed in this agreement and the Contract Documents as the "CITY", and _____ Party of the second part, termed in this agreement and the Contract Documents as the "CONTRACTOR".

WITNESSETH:

THAT, WHEREAS, the City has heretofore caused to be prepared certain contract documents for furnishing material, personnel and performing work therein fully described, and the Contractor did, on the _____ day of _____, 2022 file with the City a copy of said contract documents together with his offer and proposal to furnish said material and perform said work at the terms therein fully stated and set forth; and,

WHEREAS, the said contract documents accurately and fully described the terms and conditions upon which the contractor is willing to furnish the materials, personnel and perform the work called for by the said contract documents and in the manner and time of furnishing and performing same,

IT IS, THEREFORE, AGREED:

1. That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described; and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed for the **THOMPSON BOULEVARD MILL & OVERLAY, Project 2023-008, dated June 23, 2022,**
2. The Contract Documents hereto annexed are made a part of this agreement and contract as fully and absolutely as if herein set out.
3. That the wages paid under this contract shall be not less than the prevailing rate of wages as determined by the Missouri State Division of Labor Standards.
4. This contract is executed in four (4) copies.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year in this agreement first above written.

ATTEST:

CITY OF SEDALIA, MISSOURI
(Party of the first part)

City Clerk

BY: _____
Kelvin Shaw
City Administrator

SEAL

(If a corporation)

ATTEST: _____
Secretary

SIGNATURE OF CONTRACTOR
(Party of the second part)

CONTRACTOR:

(CORPORATE SEAL)

BY: _____
(Name & Title)

(If an individual or partnership)

CONTRACTOR: _____

BY: _____
(Name & Title)

PROPOSAL

TO THE CITY OF SEDALIA, MISSOURI:

Pursuant to and in compliance with the Notice to Contractors and having examined the plans and specifications with related documents and the site(s) of the proposed work, the undersigned bidder proposes and agrees, if this proposal is accepted, to furnish all labor, materials, tools, supplies, equipment and supervision and to do all other work necessary for the **THOMPSON BOULEVARD MILL & OVERLAY, Project 2023-008, dated June 23, 2022**, as noted in these contract documents for the following price(s):

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Amount
1	Mobilization	1	LS	12,600.00	12,600.00
2	Traffic Control	1	LS	11,100.00	11,100.00
3	Milling (0-2")	18,300	SY	1.63	29,829.00
4	Asphaltic Concrete Pavement (2" Overlay)	18,952	SY	14.50	274,804.00
5	Full Depth Asphalt Patching	652	SY	118.00	76,936.00
6	Concrete Driveway (6")	137	SY	196.00	26,852.00
7	4" Solid Yellow Line	5,619	LF	2.35	13,204.65
8	4" Broken Yellow Line	5,379	LF	1.20	6,454.80
9	4" Solid Yellow Double Line	190	LF	4.70	893.00
10	6" Solid White Lane Line	473	LF	3.60	1,702.80
11	6" Broken White Line	5,356	LF	1.80	9,640.80
12	Left Turn Arrow Symbol	11	EA	420.00	4,620.00
13	Right Turn Arrow Symbol	3	EA	420.00	1,260.00
14	Straight Arrow Symbol	1	EA	420.00	420.00
15	"ONLY" Intersection Symbol	2	EA	720.00	1,440.00

TOTAL AMOUNT OF BASE BID: \$ 471,757.05

Bidder acknowledges receipt of the following addenda, which has been considered in the preparation of this bid:

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

The undersigned agrees, if this proposal is accepted, to complete the work within a period of 30 calendar days from the date of the Notice to Proceed.

NAME OF BIDDER: Higgins Asphalt Paving Co., Inc.

BY: 

TITLE: V. Pres

ADDRESS: 35086 Higgins Road Tipton, MO 65081

DATE: 07-22-2022

TABULATION OF BID

Thompson Boulevard Mill & Overlay
 July 27, 2022 2:00 p.m.
 Council Chambers

			Higgins Asphalt Paving Co. 35086 Higgins Road Tipton, MO 65081	
Description	Est. Qty.	Unit	Unit Cost	Amount
Mobilization	1	LS	\$12,600.00	\$12,600.00
Traffic Control	1	LS	\$11,100.00	\$11,100.00
Milling (0-2")	18,300	SY	\$1.63	\$29,829.00
Asphaltic Concrete Pavement (2" Overlay)	18,952	SY	\$14.50	\$274,804.00
Full Depth Asphalt Patching	652	SY	\$118.00	\$76,936.00
Concrete Driveway (6")	137	SY	\$196.00	\$26,852.00
4" Solid Yellow Line	5,619	LF	\$2.35	\$13,204.65
4" Broken Yellow Line	5,379	LF	\$1.20	\$6,454.80
4" Solid Yellow Double Line	190	LF	\$4.70	\$893.00
6" Solid White Lane Line	473	LF	\$3.60	\$1,702.80
6" Broken White Line	5,356	LF	\$1.80	\$9,640.80
Left Turn Arrow Symbol	11	EA	\$420.00	\$4,620.00
Right Turn Arrow Symbol	3	EA	\$420.00	\$1,260.00
Straight Arrow Symbol	1	EA	\$420.00	\$420.00
"ONLY" Intersection Symbol	2	EA	\$720.00	\$1,440.00
TOTAL				\$471,757.05
Anti-collusion			Yes	
Bid Bond Included			Yes	

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 Mark & Catherine Witaczack; and

WHEREAS, under the agreement, the City of Sedalia, Missouri agrees to allow Mark & Catherine Witaczack 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 Mark & Catherine Witaczack 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 15th day of August, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 15th day of August, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

To: Kelvin Shaw
From: Brenda Ardrey 
Date: August 2, 2022
Subject: Council Memo-Annexation Agreement for Water Service

Please find attached an annexation agreement between the City of Sedalia and Mark and Katherine Witaczack for the tract of land identified within the agreement as 2230 W. Country Club Drive. The Witaczack'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 Witaczack's not complete the annexation process. The Witaczack's have already signed and had notarized the agreement.

Thank you for your consideration of the request.

ANNEXATION AND UTILITY SERVICES AGREEMENT

This Agreement (hereinafter "Agreement") entered into this 28~~th~~ day of JULY, 2022, between the City of Sedalia, Missouri, (hereinafter "City") and Mark and Catherine Witaczack (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: *Mark Witaczack*
Mark Witaczack, Owner

OWNER: DEBRA K. COLLIER

By: *Catherine Witaczack*
Catherine Witaczack, 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.

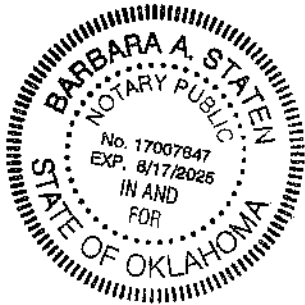
By: _____
Andrew Dawson, Mayor

ACKNOWLEDGMENT BY OWNER, CORPORATION OR ASSOCIATION

STATE OF MISSOURI)
) ss
COUNTY OF PETTIS)

On the day 28 of July, 2022, before me appeared Mark and Catherine Witaczack, to me personally known, who, being by me duly sworn, did say that they are the Owners of 2230 W. COUNTRY CLUB DR., SEDALIA, MO 65301, and that said instrument was signed by them and acknowledged the said instrument to be a free act and deed of MARK AND CATHERINE WITACZACK.

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.



Barbara A. Staten
Notary Public
#17007647
Exp. 8/17/2025

Exhibit A

See Attached plat recorded as Document EXHIBIT^uA^h in the Pettis County Recorder of Deeds.

Issued By



**Agents National Title
Insurance Company**

1207 West Broadway Suite C
Columbia, MO 65203
573-442-3351

SCHEDULE A

File No.: 21051084

Policy No.: MO-19609138-OP-1-A

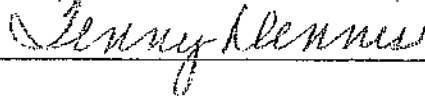
Address Reference: 2230 W COUNTRY CLUB DR, SEDALIA, MO 65301

Amount of Insurance: \$35,500.00 Premium: \$49.70

Date of Policy: June 15, 2021, at 8:59.00AM

1. Name of Insured:
MARK WITACZACK and CATHERINE WITACZACK, husband and wife
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple
3. Title is vested in:
MARK WITACZACK and CATHERINE WITACZACK, husband and wife
4. The Land referred to in this policy is described as follows:
LOT FIFTY-TWO (52) IN WEST COUNTRY CLUB ESTATES PART 3, A SUBDIVISION TO PETTIS COUNTY, MISSOURI.

Countersigned
Laudmann Title Co., Inc.
111 W. 3rd St.
Sedalia, MO 65301



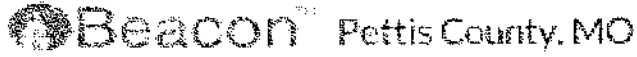
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AMERICAN
LAND TITLE
ASSOCIATION



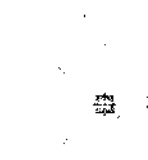
Exhibit B
Location of Property



Annexation -- Mark and Catherine Witaczack
2200 W. Country Club Drive



Overview



Legend

- Political Township
- Corporate Limits
- Parcel
- Road

Parcel ID	31001000000001	Area (acres)	Owner Address	WATER, JAMES MARSH (W-14-100)
Acres	1.0000	Area	1000000000000000	12,000,000,000,000,000
Property Address	2200 W. COUNTRY CLUB DRIVE	Acres	1.0000	2200 W. COUNTRY CLUB DRIVE
City	MOBILE			
State	MISSISSIPPI			
Scale	Scale: Not to be used on legal documents			

Disclaimer: This map is not intended to be used as a legal document. It is provided for informational purposes only. The information on this map is not intended to be used as a legal document. It is provided for informational purposes only. The information on this map is not intended to be used as a legal document. It is provided for informational purposes only.

Beacon™
Pettis County, MO



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 Michael Tsurkan; and

WHEREAS, under the agreement, the City of Sedalia, Missouri agrees to allow Michael Tsurkan 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 Michael Tsurkan 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 15th day of August, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 15th day of August, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

To: Kelvin Shaw
From: Brenda Ardrey 
Date: August 5, 2022
Subject: Council Memo-Annexation Agreement for Water Service

Please find attached an annexation agreement between the City of Sedalia and Michael Tsurkan for the tract of land identified within the agreement as 2610 James Lane. Mr. Tsurkan is 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 Mr. Tsurkan not complete the annexation process. Mr. Tsurkan has already signed and has notarized the agreement.

Thank you for your consideration of the request.

ANNEXATION AND UTILITY SERVICES AGREEMENT

This Agreement (hereinafter "Agreement") entered into this 3rd day of August, 2022, between the City of Sedalia, Missouri, (hereinafter "City") and Michael Tsurkan (hereinafter "Owners").

RECITALS:

1. Whereas, Owner represents that he is the owner of the following real estate (hereinafter referred as "Owner 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, Owner desires to connect Owner's property to the City's water system for purposes of developing the Owner's property; and

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

4. Whereas, City desires the right to annex Owner's property if the Owner's 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. Owner, in exchange for the City's agreement to allow Owner to connect his property to the City's water system, the Owner, on behalf of himself, his successors, heirs and assigns, hereby conveys unto the City the irrevocable and perpetual right to file on his behalf a Petition of Annexation at any time after annexation becomes possible.

2. City shall allow Owner to connect a water line serving the Owner's property to the City's water system, and Owner shall make connection at his expense. Prior to approving the physical connection, Owner 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 Owner's water service line. Owner shall be responsible for connecting the Owner's water service line from the house to the meter. Owner shall become a utility customer of the City and shall pay all fees and charges established by the City for water service.

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

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

5. Owner irrevocably appoints the City Administrator of Sedalia, Missouri, as its attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of Owner's 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 Owner's property becomes contiguous to the corporate limits of the City. Owner on their behalf, and on behalf of his 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. Owner does hereby authorize the City to take whatever action necessary to complete the annexation of this property. Owner's 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. Owner, 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. Owner, on his own behalf and on behalf of all future owners of the Property, acknowledges that he 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. Owner's liability contained in this paragraph 6 shall terminate when Owner has transferred his ownership interest in Owner's 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, Owner, his successors, assigns and heirs shall, within such time as specified by the City Administrator, submit a verified petition requesting annexation of the 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 Owner's property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.

8. Owner shall give a copy of this Agreement to the person or persons who buy the Owner's property.

9. If Owner fails to comply with any of the provisions of this Agreement, or repudiate the terms of this Agreement, City may terminate water services to Owner's property and disconnect the utility lines serving Owner's property from the City's water system. City shall give Owner 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: MICHAEL TSURKAN

By:  _____
Michael Tsurkan, Owner

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

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

By: _____
Andrew Dawson, Mayor

ACKNOWLEDGMENT BY OWNER, CORPORATION OR ASSOCIATION

STATE OF MISSOURI)
) ss
COUNTY OF PETTIS)

On the day 5th of August, 2022, before me appeared Michael Tsurkan, to me personally known, who, being by me duly sworn, did say that he is the Owner of 2110 Jameson, Sedalia Missouri and that said instrument was signed by him and acknowledged the said instrument to be a free act and deed of Michael Tsurkan.

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.

BRITTNEY M DOYAL
Notary Public - Notary Seal
STATE OF MISSOURI
Pettis County
My Commission Expires June 20, 2025
Commission #21428819

Brittney M. Doyal
Notary Public

Exhibit A

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

2021-1331

RECORDED ON
03/03/2021 12:27 PM
PAGES: 2

BARBARA CLEVINGER
RECORDER OF DEEDS
PETTIS COUNTY, MO

MISSOURI WARRANTY DEED

This Deed, Made and entered into this 3rd day of March, 2021, by and between

MVRK DEVELOPING, LLC of the State of MISSOURI, and County of PETTIS, as "GRANTOR",

and

MICHAEL TSURKAN, a single person, of the State of MISSOURI, and County of PETTIS, as "GRANTEE",

Grantee's mailing address: 10150 KENTUCKY AVE, MARSHALL, MO 65340


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 NUMBER SIXTY FOUR (64) OF WEST COUNTRY CLUB ESTATES PART 4, A SUBDIVISION IN 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.

Exhibit B
Location of Property

 **Beacon**™ Pettis County, MO

Michael Tsurkan

Annexation Map -- 261D James Lane



Parcel ID:	1420160000000004	Alternate ID #/s:	Owner Address: 2500 RICHMOND ST, MO
Year/Mapping:	1/98/102	Class: Residential	10000 RICHMOND ST, MO
Property Address: 2650 JAMES LN		Average: 1.5666	10000 RICHMOND ST, MO

Exercise:	PROJ
Block/lot Description:	LOT 4774 WEST 1/4 10TH ST SEC 10 T15S R15E MO PLAT 188 201 (Owner does not use as legal description)

Disclaimer: This information is provided for informational purposes only and is not intended to constitute an offer of insurance. This information is not intended to be used as a substitute for professional advice. The information is provided for informational purposes only and is not intended to be used as a substitute for professional advice. The information is provided for informational purposes only and is not intended to be used as a substitute for professional advice.

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BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING CHANGE ORDER NUMBER THREE FOR THE CENTRAL REGIONAL AND PELHAM DRIVE LIFT STATIONS.

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

WHEREAS, under the terms of said Change Order the City of Sedalia shall pay the following sum and amount of Six Thousand One Hundred Ninety Five Dollars (\$6,195.00) to Infrastructure Solutions, LLC as more fully described in the Change Order Number Three attached to this Ordinance as Exhibit A and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts Change Order Number Three 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 Order 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 Order 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 15th day of August, 2022.


Presiding Officer of the Council

Approved by the Mayor of said City this 15th day of August, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Arlene Silvey, MPCC City Clerk

To: Kelvin Shaw
Through: Brenda Ardrey 
From: Jeremy Stone
Date: August 8, 2022
Subject: Council Memo: Central Regional and Pelham Drive Lift Station
Change Order #3

The Public Works Department is requesting approval of the attached Change Order #3 for the above mentioned project. The Contractor (Infrastructure Solutions) has requested additional reimbursement for the unanticipated requirement to upgrade the electrical configuration to meet the current Evergy standards. This electrical upgrade is required for continued electrical service at the Pelham Lift Station. The upgrade includes a new meter, two disconnect switches, and associated wire, conduit, and meter racks.

Change Order #3, attached, would increase the total project cost by \$6,195.00 bringing the total project cost to \$2,616,188.45.

Thank you for your consideration.

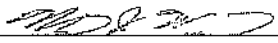
Date of Issuance: _____ Effective Date: _____
 Owner: City of Sedalia, Missouri Owner's Contract No.: _____
 Contractor: InfraStructure Solutions Contractor's Project No.: _____
 Engineer: HDR Engineering, Inc. Engineer's Project No.: 10210135
 Project: Central Regional and Pelham Drive Lift Station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

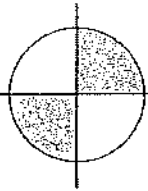
The Contract is modified as follows upon execution of this Change Order:

Description: Infrastructure Solutions has requested additional reimbursement to cover the required electrical improvements at Pelham LS. The existing electrical configuration at Pelham does not meet current Evergy standards and must be updated accordingly for continued electrical service to the lift station. The new configuration requires a new meter, two disconnect switches, and the associated wire/conduit/racks to make these new connections.

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>1</u> to No. <u>2</u> : <u>\$ 19,193.45</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>\$ 2,609,993.45</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>\$ 6,195.00</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>\$ 2,616,188.45</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

<p>RECOMMENDED:</p> <p>By: <u></u> By: _____ Engineer (if required) Owner (Authorized Signature)</p> <p>Title: <u>Engineer</u> Title _____ Date: <u>08-08-22</u> Date _____</p>	<p>ACCEPTED:</p> <p>By: _____ By: _____ Contractor (Authorized Signature)</p> <p>Title _____ Title _____ Date _____ Date _____</p>	<p>ACCEPTED:</p> <p>By: _____ By: _____ Contractor (Authorized Signature)</p> <p>Title _____ Title _____ Date _____ Date _____</p>
--	--	--



infraSTRUCTURE
Solutions, LLC

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: 8/08/22

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 made aware by Evergy that there were required electrical improvements at Pelham LS. The existing electrical configuration does not meet current Evergy standards and must be updated accordingly for continued electrical service to the lift station. The new configuration requires a new meter, two disconnect switches, and the associated wire/conduit/racks to make these new configurations.

We respectfully submit this Change Order for the increase of materials and labor:

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>UM</u>	<u>Total Price</u>
1	RS Electric Quote	1	LS	\$5,900.00
2	IS Contracted %	5	%	\$295.00

PRICE PROPOSAL TOTAL ALL WORK ABOVE..... \$6,195.00
--

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: 8/08/2022

Nate Morgan
Estimator/ Project Manager



PROPOSAL FOR ELECTRICAL WORK

To: Infrastructure Solutions
Project: Pelham Lift Station Utility Upgrade MODIFIED

Attn: Nate Morgan
Date: 08/08/2022

We hereby propose to furnish labor and material necessary to provide the **Electrical Installation** at the Pelham Lift Station located in Sedalia, Mo. in accordance with the following scope of work.

Scope: *Utility Upgrade to Bring Up to Evergy Standards*

1. Furnish and Install (2) NEMA 3R rated 200A 3ph non fused disconnects.
 - a. Price for above: \$2,157.00
2. Furnish and Install (1) 3ph Evergy approved meter can.
 - a. Price for above: \$945.00
3. Furnish and Install strut rack, hardware and mounting components
 - a. Price for above: \$195.00
4. Furnish and Install up to an additional 40' of 4" PVC underground with 4" sweeps.
 - a. Price for above: We will use extra conduit that was not used on the Evergy installation (no cost)
5. Furnish and Install necessary wire for interconnection between the disconnects, meter can and transformer.
 - a. Price for above: \$2,505.00
6. Provide all necessary terminations at the disconnects and meter can.
 - a. Included in above price for #5

7. \$98 for shipping disconnects/meter

Total = \$5,900

Qualifications:

1. Excludes any site prep, excavation and finish grading.
2. Work to be installed according to NEC standards.
3. Excludes overtime
4. Excludes taxes.
5. Permit is not included.
6. Bond is not included.
7. Achievement of each scheduling milestone, if any, is subject to material, equipment and fixture on-time delivery, and any events beyond RS Electric's control, including, but not limited to, other subcontractors achieving their scheduled milestones ahead of RS Electric or otherwise causing a delay to the work.
8. This price is good for 30 days, however, the proposal price for this scope of work has been calculated based on the current material and gear prices. Given current geopolitical, market and potential pandemic circumstances that may affect availability and prices of such materials and gear, sudden price increases could occur. RS Electric agrees to use its best efforts to obtain the lowest possible prices from available suppliers, but should there be an increase in the prices of these materials and gear that are purchased after 30 days from the date of this proposal, you agree to pay that cost increase to RS Electric.
9. In the case of strike, lockout, other labor trouble, riot, war, rebellion, pandemic, epidemic, fire, flood, drought, earthquake, other act of God, governmental action, acts or omissions of suppliers, equipment failure, or any circumstance beyond the control of RS Electric, as applicable, that renders performance of this Contract by such affected party impossible, no liability for non-performance of this agreement caused thereby, during the time or continuance thereof, shall arise or exist with respect to such affected party.

St. Joseph, MO
302 Messanie
St. Joseph MO 64501
816-233-7751
816-233-2934 fax

Kansas City, MO
1640 Erie
N Kansas City MO 64116
816-842-3340
816-842-3937 fax

Topeka, KS
901 NE Hwy 24
Topeka KS 66617
785-266-3565
785-357-5225 fax

This proposal does not constitute automatic acceptance of any other terms and conditions unless agreed to in writing.

The terms & conditions on the reverse side of this contract are hereby agreed to and become an integral part of this contract.

This proposal is void if not accepted in writing within 30 days after the date of this document.

Accepted By: _____
(Customer)

By: Dale M. Guerrini
(Estimator/Project Manager)

Date: _____

R/S ELECTRIC CORP.
(Contractor)

St. Joseph, MO
302 Messanie
St. Joseph MO 64501
816-233-7751
816-233-2934 fax

Kansas City, MO
1640 Erie
N Kansas City MO 64116
816-842-3340
816-842-3937 fax

Topeka, KS
901 NE Hwy 24
Topeka KS 66617
785-266-3565
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R/S Electric Standard Terms and Conditions of Contract

1. These Standard Terms and Conditions ("Terms"), and all of the terms and conditions set forth in any agreement between the parties to which these terms and conditions are attached, or which are incorporated therein by reference (the Terms and such other agreements are collectively referred to herein as the "Contract"), constitute the offer of R/S Electric Corp. ("RS Electric") to contract with such other party ("Client"), and any other terms and conditions (including any terms and conditions of Client) are hereby rejected by RS Electric. None of the terms or conditions of Contract may be modified, supplemented or deleted other than in writing executed by an authorized employee of RS Electric.
2. **Wiring Standard.** All workmanship and materials are to comply with the requirements of the National Electrical Code and the applicable local ordinance and the electrical plans and specifications applicable to the job. RS Electric is not responsible for any errors or omissions in the plans, specifications, or Client/Client's representative verbal directions not drafted by RS Electric, and will not be responsible for any damages, whether personal or property, arising therefrom.
3. **Scope of Work.** Unless specifically stated otherwise in the relevant proposal, the scope of work covered by this proposal is limited to that work specifically covered by the relevant electrical drawings and the electrical section of the specifications, as applicable.
4. **Lighting Fixtures.** Unless it is specifically included in the electrical drawings and the electrical section of the specifications or specifically stated in this proposal, the furnishing and installing of electrical lighting fixtures and lamps is not included in this proposal.
5. **Additional Work or Changes.** Additional work or changes may be ordered in writing by the Client at any time, for which Client agrees to pay in addition to the relevant contract price named at a price agreed upon or at RS Electric's regular rates for time and material work. No work will be done until the writing is executed.
6. **Written Orders.** RS Electric shall receive written orders for all additional work or changes signed by an authorized person of Client before proceeding with such extra work or changes. At times, this process may be impractical, in which case, signed time & material tickets will be used which will constitute the same as written orders and approval.
7. **Payments.** This Contract and payment under this Contract are for the scope of work identified in the relevant proposal, plus changes as described above, if any. Payments are due 30 days from date of invoice. Any disputes, other work, or proposal for other work not part of the relevant scope of work past, present, or future cannot be used to constitute nonpayment partial or in full for this work as described in this proposal. RS Electric shall not be required to proceed with the installation of the work if the payments applying on same have not been made as specified in the relevant contract. Client agrees that the maximum legal rate of interest shall be applied to any outstanding balance due to RS Electric from the date that payment is due and unpaid. Payments for additional changes to the original contract shall be made under the same terms and conditions as are embodied herein or in the relevant contract, as applicable. All charges for the preceding week will be paid on the following Monday. Failure to make such payment will constitute a material default. In the event payment terms are not complied with and it becomes necessary for RS Electric to take collection action, Client agrees to reimburse RS Electric for all costs and expenses including reasonable attorney's fees, and interest at the then maximum legal rate, as a result of RS Electric's enforcing this Contract.
8. **Excuse for Non-Performance.** In the case of strike, lockout, other labor trouble, riot, war, rebellion, pandemic, epidemic, disease, public health crisis, state of emergency, unusual delay in deliveries, fire, flood, drought, earthquake, other act of God, governmental action, unforeseen restrictive governmental laws, acts or omissions of suppliers, equipment failure, or any circumstance beyond the control of RS Electric, as applicable, that renders performance of this Contract by such affected party impossible, no liability for non-performance of this Agreement caused thereby, during the time or continuance thereof, shall arise or exist with respect to such affected party.
9. **Limitation of Liability.**
 - (a) In no event shall R/S Electric's liability under this Contract exceed the amount paid to R/S Electric by the Client under this Contract, and in no event shall either party be liable to the other or any of its affiliates for any consequential, incidental, indirect, special, or punitive damages (including, without limitation, lost profits, business or goodwill) suffered or incurred by such other party or its affiliates in connection with the work performed under this proposal or contract, as applicable. RS Electric shall not be liable for any charges for liquidated or any actual damages resulting from delay in completion of the work.
 - (b) RS Electric may have provided and/or installed certain material, equipment, appliances, and goods that have been manufactured and/or furnished by third party vendors, supply houses, distributors, and manufacturers ("Products"). In the event a Product is considered defective, RS Electric shall use reasonable efforts to contact the supplier or manufacturer and receive a free replacement. Client acknowledges that RS Electric did not manufacture such Products. RS Electric warrants its services and workmanship only for a period of one year from completion. Accordingly, RS Electric does not warrant or guarantee these Products themselves. Client acknowledges and agrees that RS Electric will not be liable for latent defects in any Product (not observable on reasonable inspection), and Client's sole remedy for defective Products is against such third-party vendors or suppliers and their warranties, if any. This limitation still applies and a warranty is not deemed made, even if RS Electric has furnished Product brochures, literature, or samples. Client acknowledges and agrees that RS Electric will not be liable for dangerous products, design defects in products, or defective warnings. If drawings or specifications provided to RS Electric are at any time the subject of a claim for infringement of a patent or trademark, RS Electric will in no way be responsible for any claims or damages resulting from such infringement.
 - (c) RS Electric shall not be liable for any charges for temporary wiring, electrical energy, heat, job cleanup, hoisting, job telephone, job office, storage space, or any other work unrelated to this project, etc., unless specifically so stated in the relevant proposal or contract.
10. **Transfer of Title.** In the event Client disposes of the real estate or otherwise transfers title to property where the work is being performed, the full amount remaining unpaid under this proposal or the relevant contract becomes due at once, without demand, and payable within 48 hours after date of such disposal or transfer.
11. **Contractor's Right to Terminate Contract.** Should the work be stopped by any public authority for a period of thirty (30) days or more, through no fault of RS Electric, or should the work be stopped through act or negligence of Client or its agent for a period of seven (7) days, or should Client be in material default of this agreement, then RS Electric upon seven (7) day's written notice to Client, may stop work or terminate the Contract and recover from Client payments for all work executed and any loss sustained and reasonable profit and damages.
12. **Client's Liability Insurance.** The Client shall be responsible for and shall maintain for at least the duration of the Contract such insurance as will adequately protect the Client from the Client's contingent liability to others for damages arising or resulting from bodily injury (including death) and from operations under this Contract.
13. **Governing Law, Severability.** This Contract, including the interpretation thereof, and any dispute arising from the relationship between the parties to this Contract, shall be governed by the laws of the State of Missouri. If any term or provision of this Contract is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Contract, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Contract. If any provision or part thereof of this Contract is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.
14. **No Waiver; Assignment.** R/S Electric's failure to enforce at any time any of the provisions of this Contract, or any rights in respect thereto, or to exercise any election herein provided, shall in no way be considered to be a waiver of the right to thereafter enforce such provisions or rights or exercise any subsequent elections. Any and all of the rights and remedies conferred upon R/S Electric under this Contract shall be cumulative and in addition to, and not in lieu of the rights and remedies granted by law. The Client may not assign the Contract without the prior written consent of RS Electric.

St. Joseph, MO
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St. Joseph MO 64501
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Kansas City, MO
1640 Erie
N Kansas City MO 64116
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Topeka, KS
901 NE Hwy 24
Topeka KS 66617
785-266-3565
785-357-5225 fax

RESOLUTION NO. _____

A RESOLUTION ADOPTING A SAFE SYSTEM APPROACH TO ROADWAY SAFETY FOR THE CITY OF SEDALIA WITH A GOAL OF ELIMINATING TRAFFIC DEATHS AND SERIOUS INJURIES BY 2032.

WHEREAS, everyone shares in the responsibility for roadway safety; and

WHEREAS, 1 to 2 people are killed in traffic crashes in the City of Sedalia each year and many are seriously injured, constituting a serious public health threat; and

WHEREAS, serious traffic crashes are entirely preventable through better street design and data-driven enforcement; and

WHEREAS, pedestrians, bicyclists and other vulnerable road users represent a disproportionately larger number of those killed or seriously injured in traffic crashes; and

WHEREAS, traffic injuries and fatalities disproportionately harm the elderly, people of color, and people living in low-income communities; and

WHEREAS, streets are the public realm and should be designed to a higher standard as beautiful, safe and comfortable places for all people including pedestrians, bicyclists, those who use wheelchairs and mobility devices, transit riders, shared ride services, micro-mobility users, motorists and freight delivery services, in order to equitably support the common good; and

WHEREAS, the City of Sedalia recently completed its Comprehensive Plan including Complete Streets, with a major focus on safety for all road users, easy access to employment and activity centers for people with limited mobility or access to a car, the inclusion of sidewalks and bicycle paths in capital road improvement projects and new development, and ensuring that the environmental impact of the City's transportation system is minimized; and

WHEREAS, while the City's Comprehensive Plan identifies the importance of a sound and safe transportation infrastructure, the City of Sedalia does not presently have an Action Plan specifically to develop and implement a holistic, well-defined strategy to prevent roadway fatalities and serious injuries; and

WHEREAS, through implementation of a safe system approach, in partnership with the U.S. Department of Transportation and implementation of the National Roadway Safety Strategy, which encompasses all the roadway safety interventions required to achieve the goal of zero fatalities, including safety programs focused on infrastructure, human behavior, responsible oversight of the vehicle and transportation industry, and emergency response. The Safe System Approach addresses contributing factors from all angles and builds layers of prevention, protection, and mitigation all focused towards preventing roadway fatalities and serious injuries; and

WHEREAS, the federal Safe Streets and Roads for All (SS4A) program is being adopted by multiple U.S. cities, metropolitan planning organizations and states; and

WHEREAS, planning will enable use of simple design solutions, such as road diets, narrower lanes, traffic calming elements, and bicycle lanes are proven to reduce traffic speeds and serious crashes.

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

Section 1. That the Mayor and Council hereby adopt a goal of eliminating traffic deaths and serious injuries by 2032 and endorse the federal Safe Streets and Roads for All (SS4A) program as a comprehensive and holistic approach to achieving this goal.

Section 2. That the Mayor and Council authorize the Sedalia Public Works Department to act as the agent for the City of Sedalia, Missouri in the application process with the U.S. Department of Transportation for grant funding of \$250,000 (federal participation 80% - \$200,000 and local match participation 20% - \$50,000) to aid in the development and implementation of an SS4A Action Plan.

Section 3. That Brenda Ardrey, Director of Public Works, is hereby authorized and directed to furnish such information as the U.S. Department of Transportation may reasonably request in connection with the application which is herein authorized and to furnish such assurances as may be required by law or regulation.

Section 4 . That upon execution of a grant agreement with the U.S. Department of Transportation, the Mayor shall expand membership in the Citizen’s Traffic Advisory Commission. The membership shall be diverse and have representation not only from the public, the Public Works Department, Police Department, and Fire Department, but also, from the Office of the City Administrator, Parks and Recreation Department, Community Development Department, and any other relevant departments, external agencies, committees, interested individuals or subject matter experts as may be needed from time-to-time to ensure a quality plan is achieved.

Section 5. The Citizen’s Traffic Advisory Commission will oversee development, implementation, monitoring, and reporting on the City’s SS4A Action Plan to reduce traffic fatalities and serious injuries to zero by 2032 through better problem analysis, engineering solutions, public education and traffic enforcement. The SS4A Action Plan shall result in completion of:

Safety Analysis

- An assessment of all existing roadway conditions across the City and an analysis of crash data including severity, contributing factors and crash types by road user type. Ownership of the roadway shall be the sole factor for inclusion or exclusion from the analysis;
- An analysis of systemic and specific safety needs to include high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographic, and structural issues, to name a few;
- A geospatial mapping identifying higher-risk locations;

Engagement and Collaboration

- An analysis of population and other characteristics to ensure broad opportunities for engagement with all in the community throughout the planning process;
- Community involvement sessions for the City’s transportation planning process to ensure the processes are public, transparent and inclusive of all wishing to participate, including underserved populations, surrounding and overlapping jurisdictions, and provide all with an ample opportunity for feedback on planned activities and strategies;
- To the maximum extent practicable, coordinating planning with other governmental units’

transportation plans and planning processes and activities;

Policy and Process Changes

- A review and updating of existing City code, policies, procedures, guidelines and standards to determine areas where modifications could incorporate technological and other advances and to ensure transportation safety is adequately prioritized during design and engineering;

Strategy and Project Selection

- A comprehensive, timeframe specific, listing of prioritized projects and strategies/ countermeasures that along with provided recommendations begin addressing the identified safety problems and provides an explanation of the prioritization criteria used. This listing shall be based upon the data analysis, stakeholder input and equity considerations described above and will contain interventions focused on infrastructure, behavioral, and/or operational safety.

Progress and Transparency

- Sufficient data collection shall be conducted throughout the planning and implementation process to provide meaningful reports on progress achieved over time including outcome data.
- Release of the initial report and an annual update thereafter to the public through the City website, and various mail groups including social media to report on the progress towards reducing roadway fatalities and serious injuries.

Section 6. That the Citizens' Traffic Advisory Council no later than eleven months from the date of the grant agreement executed between the City of Sedalia and the U.S. Department of Transportation shall have presented to Council the SS4A Action Plan consideration and approval by Council.

Section 7. That upon SS4A Action Plan approval the prioritized project list identified in the SS4A Action Plan will be incorporated into the City's Capital Improvements Plan for implementation.


PASSED by the Council of the City of Sedalia, Missouri, this 15th day of August, 2022.

Presiding Officer of the Council

CERTIFICATE OF RECORDING OFFICER

The undersigned, duly qualified and acting City Clerk of the City of Sedalia, Missouri, does hereby certify: That the attached resolution is a true and correct copy of the resolution adopted at a legally convened meeting of the Council of the City of Sedalia, Missouri held on the 15th day of August, 2022; and further that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of August, 2022.

Arlene Silvey, MPCC
City Clerk

To: Kelvin Shaw
From: Brenda Ardrey 
Date: August 8, 2022
Subject: Resolution allowing for submission of US DOT Safe Streets and Roads for All Discretionary Grant Program Application – Action Plan Component

This is a request for authorization to submit an application to the U.S. Department of Transportation (US DOT) for grant funds for development and implementation of a Safe Streets and Roads for All Action Plan. The grant application including a number of associated documents is required to be completed and submitted to US DOT on or before September 15, 2022 at 5:00 p.m. Eastern Daylight Savings Time through the grants.gov portal.

As background, Section 24112 of the federal Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; referred to as the “Bipartisan Infrastructure Law” or “BIL”) authorized and appropriated \$1 billion to be awarded by the US Department of Transportation for FY 2022 for the SS4A grant program. The purpose of SS4A grants is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development and implementation focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The program provides funding to develop the tools to help strengthen a community’s approach to roadway safety and save lives.

The SS4A program provides funding for two types of grants: Action Plan Grants (for comprehensive safety action plans) and Implementation Grants. Action Plan Grants are used to develop, complete, or supplement a comprehensive safety action plan. To apply for an Implementation Grant, an eligible applicant **must have** a qualifying Action Plan. Implementation Grants are available to implement strategies or projects that are consistent with an existing Action Plan. The City of Sedalia **does not** currently have in place a transportation action plan that would qualify for Implementation Grant funding. The Public Works Department wishes to apply for a FY 2022 SS4A Action Plan grant to cover the costs of developing such a plan. This will allow the City to then be eligible in future grant periods for Implementation Grant funding. Currently, US DOT has indicated that across the next 5 years at least \$5 billion is planned to be made available through this program to local communities and other organizations.

Additionally, US DOT in January 2022, issued a new National Roadway Safety Strategy (NRSS). Central to this strategy and the planning process is use of a Safe System Approach to roadway management focusing on six principles:

- 1. Death and Serious Injuries are Unacceptable.** While no crashes are desirable, the Safe System Approach prioritizes the elimination of crashes that result in death and serious injuries since no one should experience either when using the transportation system.
- 2. Humans Make Mistakes.** People will inevitably make mistakes and decisions that can lead or contribute to crashes, but the transportation system can be designed and operated to accommodate certain types and levels of human mistakes, and avoid death and serious injuries when a crash occurs.
- 3. Humans Are Vulnerable.** People have physical limits for tolerating crash forces before death or serious injury occurs; therefore, it is critical to design and operate a transportation system that is human-centric and accommodates physical human vulnerabilities.

- 4. Responsibility is Shared.** All stakeholders – including government at all levels, industry, non-profit/advocacy, researchers, and the public – are vital to preventing fatalities and serious injuries on our roadways.
- 5. Safety is Proactive.** Proactive tools should be used to identify and address safety issues in the transportation system, rather than waiting for crashes to occur and reacting afterwards.
- 6. Redundancy is Crucial.** Reducing risks requires that all parts of the transportation system be strengthened, so that if one part fails, the other parts still protect people.

We believe this new approach from US DOT focused on roadway safety and design is implementable within our community and will result in positive outcomes (decrease in crashes/fatalities). A draft resolution for your consideration is attached to this memo.

This grant requires local match including local funds and in-kind available to the City. The US DOT will provide up to 80% funding (\$200,000) and the City will be required to match those federal funds with 20% local funding (\$50,000). In speaking with the City's consulting engineer, given the size of the City's jurisdiction \$250,000 in total should be sufficient to complete the work necessary to develop a data-driven comprehensive plan.

Thank you for your consideration of this request.

RESOLUTION _____

A RESOLUTION SUPPORTING AN APPLICATION BY D. KIM LINGLE AND MBL DEVELOPMENT COMPANY, A MISSOURI CORPORATION, FOR MISSOURI HOUSING DEVELOPMENT COMMISSION FUNDING FOR DEER BROOK VILLAS PHASE IV.

WHEREAS, Deer Brook Villas Phase IV will be a 38-unit senior citizen, affordable housing project; and

WHEREAS, affordable housing for senior citizens is much needed in Sedalia, Missouri.

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

Section 1. The City of Sedalia wholeheartedly supports the application by D. Kim Lingle and MBL Development Company, a Missouri corporation for Missouri Housing Development Commission funding for Deer Brook Villas Phase IV.

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 15th day of August, 2022.

Presiding Officer of the Council

ATTEST:

Arlene Silvey, MPCC
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR DEMOLITION OF STRUCTURES LOCATED AT 701 SOUTH LAFAYETTE.

WHEREAS, the City of Sedalia, Missouri, received a proposal from Schultz Wrecking for demolition of structures located at 701 South Lafayette; and

WHEREAS, under the proposal, the City of Sedalia, Missouri shall pay the total sum and amount of Eight Thousand Five Hundred Dollars (\$8,500.00) to Schultz Wrecking for the demolition of structures as more fully described in the proposed agreement attached as Exhibit A and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the Agreement by and between the City of Sedalia, Missouri, and Schultz Wrecking in substantively the same form and content as the Agreement has been proposed.

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

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

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

Read two times by title only, 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 15th day of August 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 15th day of August 2022.

ATTEST:

Andrew L. Dawson, Mayor

Arlene Silvey, MPCC
City Clerk

To: Kelvin Shaw
From: Devin Lake
Date: August 9, 2022
Subject: Demolition of Structures

The City requested proposals to demolish 2 residential structures that have been thru the City's dangerous building process. They are located at 701 S. Lafayette & 521 W. 5th. Below is a summary of the proposals received:

701 S. Lafayette: Bids ranged from \$8,500 to \$25,500
521 W. 5th: Bids ranged from \$16,200 to \$26,992

Due to the location and size of these demolitions, we felt it was better to bid them out instead of using City forces. I would recommend that Council accept the bid for 701 S. Lafayette from Schultz Wrecking for \$8,500 and the bid for 521 W. 5th from Earthworks Excavation for \$16,200. The prices presented include the cost of the asbestos inspections, however, a change order will have to be presented for any structure that must have asbestos abatement performed.

Thank you

CONTRACT AGREEMENT

STATE OF MISSOURI
COUNTY OF PETTIS

THIS AGREEMENT AND INDENTURE MADE AND ENTERED INTO THIS, the _____ day of _____, 20____ by and between the CITY OF SEDALIA, MISSOURI.

Party of the first part, termed in this agreement and the Contract Documents as the "CITY", and _____ Party of the second part, termed in this agreement and the Contract Documents as the "CONTRACTOR".

WITNESSETH:

THAT, WHEREAS, the City has heretofore caused to be prepared certain contract documents for furnishing material, personnel and performing work therein fully described, and the Contractor did, on the __day of _____, 20__ file with the City a copy of said contract documents together with his offer and proposal to furnish said material and perform said work at the terms therein fully stated and set forth; and,

WHEREAS, the said contract documents accurately and fully described the terms and conditions upon which the contractor is willing to furnish the materials, personnel and perform the work called for by the said contract documents and in the manner and time of furnishing and performing same,

IT IS, THEREFORE, AGREED:

1. That a copy of said contract documents filed as aforesaid. including the Request For Proposal be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described; and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed for the **Demolition of Structures Located at 701 S. Lafayette.**
2. The Contract Documents hereto annexed are made a part of this agreement and contract as fully and absolutely as if herein set out.
3. That the wages paid under this contract shall be not less than the prevailing rate of wages, if applicable, as determined by the Missouri State Division of Labor Standards.
4. This contract is executed in THREE (3) copies.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year in this agreement first above written.

ATTEST:

City Clerk

CITY OF SEDALIA, MISSOURI
(Party of the first part)

BY: _____
Kelvin Shaw
City Administrator

SEAL

(If a corporation)

ATTEST: _____
Secretary

SIGNATURE OF CONTRACTOR
(Party of the second part)

CONTRACTOR:

(CORPORATE SEAL)

BY: _____
(Name & Title)

(If an individual or partnership)

CONTRACTOR: _____

BY: _____
(Name & Title)

PROPOSAL

TO THE CITY OF SEDALIA, MISSOURI:

Pursuant to and in compliance with the Request for Proposals and having examined the plans and specifications with related documents and the site(s) of the proposed work, the undersigned bidder proposes and agrees, if this proposal is accepted, to furnish all labor, materials, tools, supplies, equipment and supervision and to do all other work necessary for the **Demolition of Structures Located at 701 S. Lafayette, 521 W. 5th & 524 W. 3rd** as noted in these contract documents for the following price(s):

BASE BID:

Item No.	Description	Lump Sum Amount
1	701 S. Lafayette Demolition	8,500
2	521 W. 5 th Demolition	NO BID
3	524 W. 3 rd Demolition	NO BID

Bidder acknowledges receipt of the following addenda, which has been considered in the preparation of this bid:

Addendum No. _____
Addendum No. _____
Addendum No. _____

Dated: _____
Dated: _____
Dated: _____

NAME OF BIDDER: Schultz Wrecking

BY: Terry Schultz

TITLE: Owner

ADDRESS: 2803 W. Main

DATE: 7-27-22

PROPOSAL CONTENTS MUST ALSO INCLUDE:

- Documentation of demolition insurance coverage with the City named as additional insured.
- The names, respective titles, and background information of all persons who will be responsible for removal of the structures.
- A brief statement of the capacity of key personnel to undertake the proposed project.
- The names and telephone numbers of references regarding the applicant's past performance on similar projects and services provided to the community.
- A description explaining the applicant's approach to the project, proposed scope of work, definition of individual tasks, and proposed schedule.
- E-Verify documentation
- Anti-Collusion Statement
- Bid Bond or Personal Check

TABULATION OF BIDS

Demolition of Structures: 701 S Lafayette, 521 W 5th, 524 W 3rd

July 27, 2022 2:00 p.m.

Council Chambers

Description	Schultz Wrecking 2803 W. Main Sedalia, MO 65301	Earthworks Excavation & Assoc. 19495 Bell Rd. Higginsville, MO 64037	C&E Excavating, Inc. 1006 North Ohio Ave. Sedalia, MO 65301	Dehn Demolition 4016 S Lynn Ct. Dr. Ste. A Independence, MO 64055	B&P Excavating LLC 23670 Sacajawea Rd. Sedalia, MO 65301
	Amount	Amount	Amount	Amount	Amount
701 S. Lafayette	\$8,500.00	\$14,500.00	\$19,000.00	\$23,977.00	\$25,500.00
521 W. 5th	No Bid	\$16,200.00	\$18,650.00	\$26,992.00	\$17,500.00
524 W. 3rd	No Bid	\$15,400.00	\$17,150.00	\$16,979.00	\$20,500.00
Anti-Collusion	N/A	Yes	Yes	Yes	N/A
Bid Bond	5% Check in lieu of bid bond	N/A	5% Check in lieu of bid bond	Yes	Yes
E-Verify	N/A	N/A	Yes	Yes	N/A

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR DEMOLITION OF STRUCTURES LOCATED AT 521 WEST 5TH STREET.

WHEREAS, the City of Sedalia, Missouri, received a proposal from Earthworks Excavation for demolition of structures located at 521 West 5th Street; and

WHEREAS, under the proposal, the City of Sedalia, Missouri shall pay the total sum and amount of Sixteen Thousand Two Hundred Dollars (\$16,200.00) to Earthworks Excavation for the demolition of structures as more fully described in the proposed agreement attached as Exhibit A and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the Agreement by and between the City of Sedalia, Missouri, and Earthworks Excavation in substantively the same form and content as the Agreement has been proposed.

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

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

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

Read two times by title only, 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 15th day of August 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 15th day of August 2022.

ATTEST:

Andrew L. Dawson, Mayor

Arlene Silvey, MPCC
City Clerk

To: Kelvin Shaw
From: Devin Lake
Date: August 9, 2022
Subject: Demolition of Structures

The City requested proposals to demolish 2 residential structures that have been thru the City's dangerous building process. They are located at 701 S. Lafayette & 521 W. 5th. Below is a summary of the proposals received:

701 S. Lafayette: Bids ranged from \$8,500 to \$25,500
521 W. 5th: Bids ranged from \$16,200 to \$26,992

Due to the location and size of these demolitions, we felt it was better to bid them out instead of using City forces. I would recommend that Council accept the bid for 701 S. Lafayette from Schultz Wrecking for \$8,500 and the bid for 521 W. 5th from Earthworks Excavation for \$16,200. The prices presented include the cost of the asbestos inspections, however, a change order will have to be presented for any structure that must have asbestos abatement performed.

Thank you

CONTRACT AGREEMENT

STATE OF MISSOURI
COUNTY OF PETTIS

THIS AGREEMENT AND INDENTURE MADE AND ENTERED INTO THIS, the _____ day of _____, 20____ by and between the CITY OF SEDALIA, MISSOURI.

Party of the first part, termed in this agreement and the Contract Documents as the "CITY", and _____ Party of the second part, termed in this agreement and the Contract Documents as the "CONTRACTOR".

WITNESSETH:

THAT, WHEREAS, the City has heretofore caused to be prepared certain contract documents for furnishing material, personnel and performing work therein fully described, and the Contractor did, on the __day of _____, 20____ file with the City a copy of said contract documents together with his offer and proposal to furnish said material and perform said work at the terms therein fully stated and set forth; and,

WHEREAS, the said contract documents accurately and fully described the terms and conditions upon which the contractor is willing to furnish the materials, personnel and perform the work called for by the said contract documents and in the manner and time of furnishing and performing same,

IT IS, THEREFORE, AGREED:

1. That a copy of said contract documents filed as aforesaid. including the Request For Proposal be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described; and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed for the **Demolition of Structures Located at 521 W. 5th.**
2. The Contract Documents hereto annexed are made a part of this agreement and contract as fully and absolutely as if herein set out.
3. That the wages paid under this contract shall be not less than the prevailing rate of wages, if applicable, as determined by the Missouri State Division of Labor Standards.
4. This contract is executed in THREE (3) copies.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year in this agreement first above written.

ATTEST:

CITY OF SEDALIA, MISSOURI
(Party of the first part)

City Clerk

BY: _____
Kelvin Shaw
City Administrator

SEAL

(If a corporation)

ATTEST: _____
Secretary

SIGNATURE OF CONTRACTOR
(Party of the second part)

CONTRACTOR:

(CORPORATE SEAL)

BY: _____
(Name & Title)

(If an individual or partnership)

CONTRACTOR: _____

BY: _____
(Name & Title)

PROPOSAL

TO THE CITY OF SEDALIA, MISSOURI:

Pursuant to and in compliance with the Request for Proposals and having examined the plans and specifications with related documents and the site(s) of the proposed work, the undersigned bidder proposes and agrees, if this proposal is accepted, to furnish all labor, materials, tools, supplies, equipment and supervision and to do all other work necessary for the **Demolition of Structures Located at 701 S. Lafayette, 521 W. 5th & 524 W. 3rd** as noted in these contract documents for the following price(s):

BASE BID:

Item No.	Description	Lump Sum Amount
1	701 S. Lafayette Demolition	\$14,500.00
2	521 W. 5 th Demolition	\$16,200.00
3	524 W. 3 rd Demolition	\$15,400.00

Bidder acknowledges receipt of the following addenda, which has been considered in the preparation of this bid:

Addendum No. _____
Addendum No. _____
Addendum No. _____

Dated: _____
Dated: _____
Dated: _____

NAME OF BIDDER: Earthworks Excavation

BY: [Signature], Scott Rasa

TITLE: OWNER

ADDRESS: 19495 Bell Rd Higginsville MO 64037

DATE: July 27, 2022

PROPOSAL CONTENTS MUST ALSO INCLUDE:

- Documentation of demolition insurance coverage with the City named as additional insured.
- The names, respective titles, and background information of all persons who will be responsible for removal of the structures.
- A brief statement of the capacity of key personnel to undertake the proposed project.
- The names and telephone numbers of references regarding the applicant's past performance on similar projects and services provided to the community.
- A description explaining the applicant's approach to the project, proposed scope of work, definition of individual tasks, and proposed schedule.
- E-Verify documentation
- Anti-Collusion Statement
- Bid Bond or Personal Check

TABULATION OF BIDS

Demolition of Structures: 701 S Lafayette, 521 W 5th, 524 W 3rd

July 27, 2022 2:00 p.m.

Council Chambers

Description	Schultz Wrecking 2803 W. Main Sedalia, MO 65301	Earthworks Excavation & Assoc. 19495 Bell Rd. Higginsville, MO 64037	C&E Excavating, Inc. 1006 North Ohio Ave. Sedalia, MO 65301	Dehn Demolition 4016 S Lynn Ct. Dr. Ste. A Independence, MO 64055	B&P Excavating LLC 23670 Sacajawea Rd. Sedalia, MO 65301
	Amount	Amount	Amount	Amount	Amount
701 S. Lafayette	\$8,500.00	\$14,500.00	\$19,000.00	\$23,977.00	\$25,500.00
521 W. 5th	No Bid	\$16,200.00	\$18,650.00	\$26,992.00	\$17,500.00
524 W. 3rd	No Bid	\$15,400.00	\$17,150.00	\$16,979.00	\$20,500.00
Anti-Collusion	N/A	Yes	Yes	Yes	N/A
Bid Bond	5% Check in lieu of bid bond	N/A	5% Check in lieu of bid bond	Yes	Yes
E-Verify	N/A	N/A	Yes	Yes	N/A

RESOLUTION NO. _____

A RESOLUTION PROPOSING TO CHANGE THE NAME OF NORTH MONITEAU AVENUE EXTENDING FROM WEST MAIN STREET TO WEST CLAY STREET TO W.T. MORRIS AVENUE IN THE CITY OF SEDALIA, MISSOURI.

WHEREAS, the City of Sedalia received a request from Pastor Javion Jones, the Congregation of True Vine Fellowship, and the majority of the property owners along North Moniteau Avenue to change the name of North Moniteau Avenue extending from West Main Street to West Clay Street; and

WHEREAS, W.T. Morris has made significant contributions throughout his life to our community and nation; and

WHEREAS, W.T. Morris served honorably in the United States Airforce stationed at Whiteman Airbase, and has led a life of service as a prolific preacher, builder of two churches, community organizer, and educator; and

WHEREAS, W.T. Morris has advocated for, and given voice to those unheard, fed the hungry, and given shelter to those without

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

Section 1. It is deemed necessary and appropriate to change the name of North Moniteau Avenue extending from West Main Street to West Clay Street to "W.T. Morris Avenue".

Section 2. The appropriate publication of this resolution shall be made as provided by Section 77.220, Revised Statutes of Missouri.

Section 3. If, within four weeks after such publication, a majority of the resident property owners along the line of such road do not file with the City Clerk their written protest against such proposed change of name, then the council shall have power by ordinance to change the name of such road in accordance with the terms of such resolution.

Section 4. This resolution shall take effect and be in full force and effect from and after its passage and adoption and signing by the presiding officer of the Council.

PASSED by the Council of the City of Sedalia, Missouri, this 15th day of August 2022.

Presiding Officer of the Council

ATTEST:

Arlene Silvey, MPCC
City Clerk

Road Renaming Petition

The undersigned request that the planned street of currently names (Moniteau Avenue) in the City of Sedalia, MO be changed to "W.T. Morris Avenue".

Superintendent W.T. Morris served as the Pastor of formerly Jones Holy Temple Church of God in Christ and name later changed to True Vine Fellowship Church of God in Christ for 45 years.

W.T. Morris came to Missouri due to being in the Air Force. He was stationed at Whiteman Air Force Base in Knob Noster, MO in 1967 on military assignment and began attending Jones Holy Temple Church of God in Christ on the corner of Morgan, Moniteau and Johnson Streets in Sedalia, MO, under the late Elder Bolden Jones.

W.T. Morris later became the Assistant Pastor to Elder Bolden Jones with his wife Charlie by his side with his 2 children. Upon the demise of Elder Jones, Elder W.T. Morris became the Pastor in 1974 and the first things he wanted to do was ensure that the Church would be debt free by having a plan for the members to pay off any debt of the Church.

In June 1992 Pastor Morris told the congregation that they needed to build a new Church due to all the issues with the old building. In 1993 Pastor Morris tore down the Parsonage of the Church and leveled off the land with his own tractor and began to create a blueprint for the new Church.

At the time when starting to build the new Church there were only 20 members, but Pastor Morris did not let that stop him and immediately gave back his monthly Pastoral salary to be able to buy materials for the project which now seats 250 people, has a conference room, Pastoral Office, Secretary Office, and a Dining Facility. It took approximately 12 years to complete and has stated that it is an on-going structure, always room for improvement.

For the past 45 years (1974-2019), Pastor W.T. Morris has lived in Knob Noster, commuting back and forth. He has helped so many people in the City of Sedalia by attending court keeping individuals from being given jail sentencing, he has helped finance cars for member and other in the community, created rental property to give families a place to stay for free, supported other ministries, give-a-ways, fed the hungry, and has been known to take the shirt off his back to give to someone in need, and he played a major role in the implementation of the Hubbard School converting it into apartments to provide low-income housing for City of Sedalia.

He is known to be a prolific preacher, builder (2 churches- Sedalia & Knob Noster), organizer, and educator. He has served as the NAACP President and President of the Diversified Community Outreach. He was also known to be on the radio a few times a week doing inspirational messages.

We recognize that this is major ask for the Northside community of Sedalia, but we believe that this will speak volumes for the impact that he has made on this community. The undersigned represents 75% of the legal property owners along the proposed street. We are prepared to have a public hearing, if need be, to consider this request of the street name change to "W.T. Morris Avenue". The required \$250 accompanies this completion petition, as required by the County to help offset the cost of implementing the name change.

Sedalia Police Department
DEPARTMENTAL MEMORANDUM
Office of the Chief of Police

To : City Administrator Kelvin Shaw

From : Chief Matthew Wirt_____

Date : August 9, 2022

Ref : Police Car Purchase

Over the past year supply chain issues and the aftermath of the COVID-19 pandemic have continued to limit the Police Department's ability to find and purchase police vehicles. Ford and Chrysler limited their production of the 2022 model year and we were not able to purchase vehicles. However, SPD is still in need of police vehicles to replace cars in our marked fleet which have high mileage and hours. SPD sought options that would fit the FY23 budget and not cause additional expenditures beyond our budgetary plan. SPD has located two Dodge Durangos from the Kansas Highway Patrol for a total purchase price of \$58,200. In the past, SPD has put tens of thousands of miles on each police car a year. Purchasing used police cars with some mileage can be a challenge but in this situation it is a clear solution to the lack of availability of new police cars. By purchasing two used police cars it directly offsets any mileage and allows SPD to continue operation along with fleet replacement.

The purchase of the two police cars through KSHP meets City purchasing policy under the Cooperative Procurement Program as this is a form of State Surplus and "similar programs that meet the spirit and intent of these procedures in their process." The total price of the vehicles is still within the SPD Vehicle and Equipment budget for FY23. I recommend the City purchase two Dodge Durangos from the KSHP for a total of \$58,200.

Kansas Highway Patrol

Fleet Sales

930 NE Strait Ave.
Topeka, KS 66616
(785) 296-8535



KANSAS HIGHWAY PATROL

Page 1

Agency	Sedalia Police Department	Invoice #:	Temporary
Address	300 W. 3rd Street	Date:	8/9/2022
City	Sedalia	State	MO
Zip	65301	PO#:	
Phone	660-826-0214	Email	mwirt@sedaliapolice.com
		Attn:	Chief Matthew Wirt
		Check #:	

Model Year	Description	Unit #	Qty	Unit Price	Total
2019	Dodge Durango Pursuit AWD 5.7 8 spd AT Remote start, Uconnect 4 Bluetooth, heated power mirrors, spotlamp & automatic temp control *Used Thunderstruck TVI Bumper *Used Interior Lights *Used Siren System Color: White VIN: 1C4SDJFT9KC705739 Mileage: 49517	19-467	1	\$27,250.00	\$27,250.00
			1	\$600.00	\$600.00
			1	\$600.00	\$600.00
			1	\$400.00	\$400.00
2020	Dodge Durango Pursuit AWD 5.7 8 spd AT Remote start, Uconnect 4 Bluetooth, heated power mirrors, spotlamp & automatic temp control *Used Thunderstruck TVI Bumper *Used Lightbar *Used Siren System Color: White VIN: 1C4SDJFT0LC286634 Mileage: 49622	20-311	1	\$27,750.00	\$27,750.00
			1	\$600.00	\$600.00
			1	\$600.00	\$600.00
			1	\$400.00	\$400.00
Page Total					\$58,200.00

Invoice Total **\$58,200.00**

Purchasers Signature _____ Date _____

Please Make Checks Payable To: Kansas Highway Patrol Car Fund
All Vehicles Must Be Picked Up In Topeka
Please pay from this invoice. No statement will be mailed

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN INCREASE IN BUDGETED EXPENDITURES FOR THE FISCAL YEAR 2022-2023 RELATING TO EXPENDING GRANT FUNDS ON A MESSAGE BOARD FOR THE POLICE DEPARTMENT.

WHEREAS, the police department has been successful in obtaining a grant award to purchase a portable message board to deploy while working traffic accidents to alert and direct other motorists of the conditions; and

WHEREAS, a budget amendment is necessary to appropriate additional funds to expend these funds that were not anticipated in the original budget.

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

Section 1. The City Council of the City of Sedalia, Missouri hereby authorizes the increase in expenditures for the purchase of a portable message board for Six Thousand and Ninety-Four Dollars and No Cents (\$6,094.00).

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

PASSED by the Council of the City of Sedalia, Missouri, this 15th 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 EXPENDING OF GRANT FUNDS FOR A MESSAGE BOARD.**

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

Section 1. The 2022-2023 fiscal year budget beginning April 1, 2022 and ending March 31, 2023 is hereby amended to modify certain budgeted line items as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 15th day of August 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 15th day of August 2022.

Andrew L. Dawson, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

Exhibit A
 City of Sedalia
 FY23 Budget Amendment 8/15/2022 - Police Department Instalert Message Board

Account / Description	Current Budget	Change	Amended Budget	Comments
Revenues / Source of Funds				
10-00-428-00 Police Grants	(11,000.00)	(6,094.00)	(17,094.00)	MODOT Grant for Instalert Message board
Total Revenue Change		<u>(6,094.00)</u>		
Expenditures / Uses of Funds				
10-63-351-00 Equipment	116,751.00	6,094.00	122,845.00	Expenditure to spend grant funds on the purchase of the Instalert Message board
Total Expenditure Change		<u>6,094.00</u>		
		<u><u>-</u></u>		Net Increase In Projected Fund Balance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A STRATEGIC HIGHWAY SAFETY PLAN PROGRAM AGREEMENT.

WHEREAS, the City of Sedalia, Missouri approves and accepts the terms of Missouri Highways and Transportation Commission Strategic Highway Safety Plan Program Agreement; and

WHEREAS, the City of Sedalia, Missouri accepts and approves said agreement for an Instalert Message Display for the Sedalia Police Department in the amount of Six Thousand Ninety-Four Dollars (\$6,094.00) as more fully described in the proposed agreement attached hereto as Exhibit A and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the Strategic Highway Safety Plan Program Agreement by and between the City of Sedalia, Missouri and the Missouri Highways and Transportation Commission in substantively the same form and content as the agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 15th day of August, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 15th day of August, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

Sedalia Police Department
DEPARTMENTAL MEMORANDUM
Office of the Chief of Police

To : City Administrator Kelvin Shaw

From : Chief Matthew Wirt_____

Date : August 9, 2022

Ref : Grant Related Budget Amendment

The Sedalia Police Department Traffic Unit applied for and received a grant from MODOT to prevent secondary traffic crashes and improve officer safety. Corporal Silvey wrote the grant to purchase an electronic sign board that could be placed on the side of the road during traffic crashes and highway incidents. Officers can program a message, warning of the incident and/or with instructions to passing motorist to prevent additional crashes or incidents while helping keep officers on the roadway safe. The Instalert Message display is portable and can be deployed quickly for dynamic incidents. MODOT agrees to reimburse the city for the full purchase price of the system in the amount of \$6,094.00. I recommend the City accept the MODOT grant.

The grant revenue was not planned in the FY 2023 budget and I request a budget amendment for a total of \$6,094.00 for the equipment account 10-63-351-00.

CCO Form: HS02
Approved: 01/05 (BDG)
Revised: 03/17 (AR)

Award name/number: BPCKC-06Z
Award year: FY2023

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STRATEGIC HIGHWAY SAFETY PLAN PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the

City of **Sedalia**, a municipal corporation in the State of Missouri (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The Commission has authorized State Road Funds to be used to support regional Strategic Highway Safety Plan activities. The purpose of this Agreement is to grant the use of such State Road Funds to the City.

(2) ACTIVITY: The State Road Funds, which are the subject of this Agreement, will support the following activity to further Missouri's Strategic Highway Safety Plan Program: City of Sedalia - Sedalia Police Department "Secondary Crash Prevention and Officer Safety".

(3) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify, and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(4) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(5) COMMISSION REPRESENTATIVE: This Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(6) NONDISCRIMINATION CLAUSE: The City shall also comply with all state and federal statutes applicable to the City relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(7) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(8) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(9) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(10) ACCESS TO RECORDS: The City and its Contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(11) REIMBURSEMENT: With regard to work under this Agreement, the City agrees that funds to implement Missouri's Strategic Highway Safety Plan activities shall only be available for reimbursement of eligible costs which have been incurred by the City. The City shall supply to the Commission copies of all bid information; purchase orders; invoices; and name, date, hours worked, and rate of pay (on Program Agreements that include salaries). Any costs incurred by the City prior to authorization and notification to proceed from the Commission are **not** reimbursable costs. The Commission shall not be responsible for any costs associated with the activity herein unless specifically identified in this Agreement or subsequent written amendments. The Commission shall not provide more than **six thousand and ninety-four** dollars (**\$6,094.00**) for this Strategic Highway Safety Plan safety project.

(12) USE OF FUNDS: Any employee of the City whose salary or wages are paid in whole or in part with federal funds is prohibited from participating in certain partisan political activities, including, but not limited to, being a candidate for elective office pursuant to Title 5 United States Code (hereinafter, "U.S.C."), Sections 1501-1508. If an employee of the City participates in activities prohibited by the Hatch Act, the City shall no longer pay that employee's salary or wages with federal funds unless the requirements of 5 U.S.C. Sections 1501-1508 are not applicable to that employee pursuant to 5 U.S.C. Section 1502(c).

(13) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission shall have the privilege of inspecting and reviewing the work being performed per this Agreement. The City shall also maintain all financial documents, reports, papers and other evidence pertaining to costs incurred in connection with this Program Agreement, and make such materials readily available for review at reasonable times and at no charge during this Agreement period and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission or any authorized representatives of the State of Missouri; copies shall be furnished, upon request, to authorized representatives of the Commission or State.

(14) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

~~(15) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The City shall refund any overpayments as determined by the final audit.~~

(16) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(17) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this 4th day of August, 2022.

Executed by the Commission this _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

City of Sedalia
Sedalia Police Department

Title: District Engineer

By [Signature]

Title Corporal - Project Manager

By [Signature]

Title Chief

By _____
Title _____

ATTEST:

By _____
Title _____

Approved as to Form:

Title _____

Ordinance No _____

***Note: If a city or county has a commission form of government, three (3) signatures are required.**

ALL TRAFFIC SOLUTIONS



All Traffic Solutions Inc.
14201 Sullyfield Circle,
Ste 300
Chantilly, VA 20151
Phone: 814-237-9005
Fax: 814-237-9006
DUNS #: 001225114
Tax ID: 25-1887906
CAGE Code: 34FQ5

QUOTE Q-60878

DATE: 02/17/2022

PAGE
NO: 1

**Mail Purchase
Orders to:**
3100 Research Dr.
State College, PA
16801

Contract:
TX-BuyBoard608-20

**Questions contact:
MANUFACTURER:
All Traffic Solutions**
Jim Fink
7202339573
x
jfink@alltrafficsolutions.com

Independent Sales Rep:

BILL TO:
Sedalia Police Department-MO
201 W 2nd St
Sedalia MO 65301

SHIP TO:
Sedalia Police Department-MO
201 W 2nd St
Sedalia MO 65301
Attn: A.J. Silvey

Billing Contact:

PAYMENT TERMS: Net 30
CUSTOMER: Sedalia Police Department-MO
CONTACT: (660) 473-1272 ext, 0

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000662	instALERT 18 Message Display; base unit w/ mounting bracket	1	\$3,650.00	\$3,650.00
4000744	LFP Power kit, 16Ah battery (2), internal power controller, charger w/connector	1	\$795.00	\$795.00
4000750	App, Mobile User Interface perpetual license (only 1 req'd per account)	1	\$100.00	\$100.00
4900081	Carrying Case; SA18, iA18 softcase with storage pockets	1	\$225.00	\$225.00
4000263	Portable post, standard, folding assembly (add mounting bracket separately)	1	\$499.00	\$499.00
4000641	Shipping and Handling Common Carrier	1	\$150.00	\$150.00
4900081	Carrying Case; SA18, iA18 softcase with storage pockets	1	\$225.00	\$225.00
4000771	App, Messaging Suite (12mo); Equip Mgmt, Image Mgmt, Alerts, Mapping and PremierCare	1	\$950.00	\$950.00
4000874	All Options Activation: Bluetooth, Traffic Data, Violator Alert, Pictures, (\$3000 Value, requires Traffic or Message Suite)	1	\$0.00	\$0.00
4001192	Discount - Promotion	1	(\$500.00)	(\$500.00)

Special Notes:

**SALES
AMOUNT:**

\$6,094.00

IA18 -message sign- (2) LFP batteries with charger -

mount plate – All features activated perpetually (Bluetooth and Imaging) – 1 year of web services (TraffiCloud) to all Apps (Remote Management – Imaging – Alerts, Mapping and Premier Care warranty) – shipping and training. Carrying Case. Premiere Care Warranty

TOTAL
USD:

\$6,094.00

Duration: This quote is good for 60 days from date of issue.

Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.

Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

Authorization: By Signing below, I indicate that my organization does not require a purchase order and I am authorized to commit my organization to this order.

Signature: _____ Date: _____

Print Name: _____ Title: _____

BILL NO. _____

ORDINANCE NO. _____

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

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

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

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

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 15th day of August 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 15th day of August, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

BILL NO. _____

ORDINANCE NO. _____

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

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

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

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

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

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

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Presiding Officer of the Council

Approved by the Mayor of said City this 15th day of August, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk