

**PUBLIC COMMENTS – SIGN IN SHEET AT BACK PODIUM**



**City Council Meeting Agenda  
Monday September 19, 2022 – 6:30 p.m.  
City Hall, 200 South Osage, Sedalia MO**

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**MAYOR: ANDREW L. DAWSON**

**MAYOR PRO-TEM: TINA BOGCESS**

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- A. CALL TO ORDER** – Mayor Dawson – Council Chambers
- B. PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. SERVICE AWARDS** - None
- E. SPECIAL AWARDS** - None
- F. RETIREMENT AWARDS** - None
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
  - A.** Council Meeting – September 6, 2022
- II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES** - None
- III. ROLL CALL OF STANDING COMMITTEES**
  - A. PUBLIC WORKS** – Chairman Thomas Oldham; Vice Chairwoman Tina Boguess
    - 1. Presentation** – Oak Wilt – (Chris Rippey, Presenter)
      - R** Call for Resolution requesting the Tree Board of the City of Sedalia to investigate the presence of oak wilt within the City of Sedalia and make a recommendation for a plan to control and eradicate oak wilt – Mayor Dawson
    - 2. Annexation and Utility Services Agreement** – Roman and Svetlana Sorokopud – 2921 Oak Ridge Road (South Walnut Hills)
      - Council Discussion led by Chairman Oldham
      - O** Call for Ordinance authorizing an annexation and utility services agreement for connection to the City of Sedalia’s water distribution system – Mayor Dawson
  - B. FINANCE / ADMINISTRATION** – Chairman Chris Marshall; Vice Chairman Jack Robinson
    - 1. Presentation** – Financial Update
    - 2. 3 Year Renewal** – NetMotion Software – FY 22-23 Cost \$6,526.48
      - Council Discussion led by Chairman Marshall
      - O** Call for Ordinance approving and accepting a quote from SHI International Corp. for a three year renewal of NetMotion Software – Mayor Dawson
    - 3. Replacement Computers** – Staples - \$18,094.75
      - Council Discussion led by Chairman Marshall
      - O** Call for Ordinance approving and accepting a quote from Staples for replacement computers – Mayor Dawson
    - 4. Request for Annual Report** – Bothwell Regional Health Center
      - Council Discussion led by Chairman Marshall

R Call for Resolution requesting Bothwell Regional Health Center to make a detailed report showing the receipts of all funds and the expenditures pursuant to Section 2-444. – Annual Report of Code of Ordinances City of Sedalia – Mayor Dawson

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

**1. Alley Lighting Agreements** – Harry Hoffert 209 South Ohio; Rodingson Perez 211 South Ohio

Council Discussion led by Chairwoman Foster

O Call for Ordinance authorizing a lighting agreement for property located at 209 South Ohio Avenue – Mayor Dawson

O Call for Ordinance authorizing a lighting agreement for property located at 211 South Ohio Avenue – Mayor Dawson

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

**IV. OTHER BUSINESS**

**A. APPOINTMENTS**

New

\* Appoint – Chris Rippey – Tree Board – Completing Kim Graves term Expiring June 2023

\* Appoint – Kelvin Shaw – Sedalia Area Tourism Commission

**B. LIQUOR LICENSES**

Renewal:

\* Erica Eisenmenger dba Ivory Grille LLC, 317 S Ohio, Liquor By The Drink, \$450

\* Thomas J Adermann dba Best Western State Fair Inn, 3120 S Limit, Liquor By The Drink, \$450

\* Cathy Geotz dba Break Time #3167, 101 Rebar Road, Packaged Liquor & Sunday Sales, \$450

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

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

**VII. Closed Door Meeting** – Motion and Second to move into closed door meeting in the upstairs conference room pursuant to Subsections 1 (Legal Advice), 2 (Real Estate) and 12 (Negotiated Contracts) of Section 610.021 RSMo.

**A.** Roll Call Vote for Closed Door Meeting

**B.** Discussion of closed items

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

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

**VIII. ADJOURN MEETING**

**A.** Motion and second to adjourn meeting

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

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

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

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

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

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

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

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

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

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

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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 SEPTEMBER 16, 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, September 19, 2022, 6:30 p.m.

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

1. Chris Rippey, as a local arborist, expressed his concerns and offered his assistance to Mayor Dawson regarding his observations of the presence of a disease commonly referred to as Oak Wilt in some trees within the City. He will provide a presentation of the situation and Mayor Dawson and staff recommend a resolution directing staff to work with the tree board to investigate and take necessary steps to eradicate the disease as necessary. It should be noted that Mr. Rippey has volunteered to serve on this board and Mayor Dawson will recommend his appointment later in this meeting.
2. Roman and Svetlana Sorokopud 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.

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

1. I will provide a brief update on the major tax revenue collection trends.
2. The City has been using a software package known as NetMotion VPN for about the last fifteen years to allow and coordinate remote connections to the server network. This is essential for the efficiency and effectiveness of particularly our public safety operations. Police and Fire have mobile computers in the vehicles that relies on this system to tunnel into the servers here at City Hall to send and receive live data. The Information Technology (IT) staff also use this software to be able to remote into workstations across the network to allow them to maintain them. Our current licensing arrangement does not expire and we have utilized support contracts to keep it up to date and functioning. However, the company has been bought out by Absolute Software and they are changing to a subscription-based model. Additionally, our support contract has expired and we would like to add more users and upgrade to a later version. Since we will have to move to a subscription service eventually, Monte Richardson, IT Director, has negotiated a deal to upgrade the software, add more users, and provide support with a three-year price guarantee. The first-year cost would be \$6,526.48 and then years two and three would be \$4,688.02 each. Staff recommends approval of the agreement to move forward with this arrangement. The current budget includes \$3,400.00, which is what we normally have paid for the support agreement on an annual basis. Although the proposed expenditure would exceed the amount designated, we do not recommend a budget

amendment at this time, as we will strive to come in under budget in other areas to offset this amount.

3. The City has a rather routine replacement schedule of about one fourth of our desktop workstations each year. This method essentially allows for the replacement of computers as they get to the end of their useful lives of about four years. This proactive approach avoids significant down time for any users and we typically get better pricing when buying in bulk rather than one off replacement purchases as they go down. Staff obtained four quotes for the basic standardized specifications and the lowest is from Staples at \$18,094.75. This is within the budgeted amount of \$18,750.00. In accordance with our procurement policies, staff recommends approval of the purchase from Staples.
4. As directed by Council at the end of the last meeting, we have prepared a resolution for your consideration regarding obtaining an annual report from Bothwell Regional Health Center, as the City's health care system.

**Community Development Committee** – There is one item for consideration through the Community Development Committee.

1. As presented during the last council meeting, the mural is complete, the pavement is resurfaced, and Council approved the renaming of Freedom Alley for the alley in the 200 block of Ohio. This is all part of the strategic planning goal for alley reactivation to make more public spaces and use of these areas. The next part of this project is to add lighting. The lights have been purchased and staff has negotiated agreements with the building owners on each side to allow attachment and use of electricity. Staff recommends approval of the agreements.

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



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
SEPTEMBER 6, 2022

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

The Council of the City of Sedalia, Missouri duly met on Tuesday, September 6, 2022 at 6:30 p.m. at the Municipal Building in the Council Chambers with Mayor Andrew L. Dawson presiding. Mayor Dawson called the meeting to order and asked for a moment of prayer led by Chaplain Byron Matson followed by the Pledge of Allegiance.

ROLL CALL:

Table with 4 columns: Name, Status, Name, Status. Includes Jack Robinson, Thomas Oldham, Chris Marshall, Tina Boggess, Lucas Richardson, Bob Cross, Rhiannon Foster, Steve Bloess.

Public Hearing: Closeout CDBG Grant - Olin Howard Workforce Innovation Center

Mayor Dawson opened the public hearing at 6:34 p.m. Community Development Director John Simmons stated that in 2020, the City sponsored a Community Development Block Grant for State Fair Community College to build a 35,500 square foot technical training facility to house welding and machine tool programs. The facility will increase training space by 200% for all manufacturing training programs. The project is a two-phased plan with the first phase funded by the Workforce Training Initiative. Phase 1 has been completed and it includes construction of the shell of the building and finishing 20,885 square feet for the welding programs with 11,750 square feet of lab space and 9,135 square feet for 7 classrooms and other finished space. The grand opening for the facility was June 9, 2022. Phase 2 will complete classroom space inside the Olin Howard building. Mayor Dawson added its great to have the Olin Howard Workforce Innovation Center in the community and it will be a great asset.

With no public comments, the public hearing closed at 6:35 p.m.

SERVICE AWARDS:

Table with 4 columns: Award Type, Name, Title, Department. Includes 15 Year Pin/Certificate for Travis Lorenz (Police Officer), Aaron Berry (Police Sergeant), and Dustin Connell (Crew Supervisor).

SPECIAL/RETIREMENT AWARDS: None

MINUTES: The Council Meeting minutes of August 15, 2022 were approved on motion by Oldham, seconded by Robinson. All in favor.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:

The Planning & Zoning Commission minutes dated April 6, 2022 were accepted on motion by Oldham, seconded by Robinson. All in favor.

ROLL CALL OF STANDING COMMITTEES:

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

- The current policy related to body art requires Department Head's to make a recommendation to the City Administrator for approval on a case by case basis. Staff recommends changing the policy to state that management in conjunction with Human Resources will decide appropriate action if body art or jewelry is offensive or interferes with job functions.

BILL NO. 2022-142, ORDINANCE NO. 11636 – AN ORDINANCE AMENDING THE PERSONAL APPEARANCE AND DRESS CODE POLICY was read once by title.

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

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

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

- Councilman Robinson recommended purchasing art that is currently on display at City Hall. Since this is not a budgeted item, Staff drafted a budget amendment for Council consideration. Councilwoman Foster stated the \$2,500 should go towards sidewalks or potholes. Councilwoman Boggess agreed and added art has been displayed at City Hall without it being purchased and why buy one artist's art and not others. Councilman Oldham stated \$2,500 could buy 2 tons of asphalt which is ½ block of sidewalk.

RESOLUTION NO. 1975 – A RESOLUTION AUTHORIZING AN INCREASE IN BUDGETED EXPENDITURES FOR THE FISCAL YEAR 2022-2023 RELATING TO THE PURCHASE OF ART FOR CITY HALL was read once by title and approved on motion by Oldham, seconded by Richardson.

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

City Attorney Joe Lauber stated that there has to be a Resolution to justify the increase and without that there is no authority to do the Ordinance, therefore, the Ordinance wasn't read.

- Retrieving Freedom and Craft Beer Cellar are hosting the "Wings for Wags" event on September 24, 2022 from 8:00 a.m. to 9:00 p.m. and have requested to close Ohio from Broadway to 7<sup>th</sup> and 7<sup>th</sup> from Ohio to Osage and to have volunteered security.

BILL NO. 2022-143, ORDINANCE NO. 11637 – AN ORDINANCE WAIVING OPEN CONTAINER LAWS AND IMPOSING OTHER CONDITIONS RELATING TO THE RETRIEVING FREEDOM/CRAFT BEEN CELLAR "WINGS FOR WAGS" EVENT was read once by title.

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

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

Roll Call Vote: Voting "Yes" were Robinson, Marshall, Boggess, Richardson, Cross, Foster and Bloess. No one voted "No". Oldham abstained due to his employment with Retrieving Freedom.

- Finance Director Jessica Pyle needs signatory authority to conduct City transactions.

BILL NO. 2022-144, ORDINANCE NO. 11638 – AN ORDINANCE DESIGNATING A CHANGE IN SIGNATORIES AND AUTHORIZED REPRESENTATIVES ON BANK ACCOUNTS AND INVESTMENTS OWNED BY THE CITY OF SEDALIA was read once by title.

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

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

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

- The Office of Homeland Security has grant funds available for assessments on cyber security vulnerabilities. Staff recommends a Resolution authorizing submission of an application for the grant for \$15,000.00.

RESOLUTION NO. 1976 – A RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION FOR ENHANCING CYBER SECURITY LOCAL PREPAREDNESS was read once by title and approved on motion by Oldham, seconded by Foster. All in favor.

- Microsoft software must be upgraded to newer versions to keep them protected. Staff recommends the budget amendment and awarding the quote to SHI International for the purchase of upgrades for \$38,554.21.

RESOLUTION NO. 1977 – A RESOLUTION AUTHORIZING AN INCREASE IN BUDGETED EXPENDITURES FOR THE FISCAL YEAR 2022-2023 RELATING TO MICROSOFT SOFTWARE LICENSING AND SERVER UPGRADES was read once by title and approved on motion by Oldham, seconded by Foster. All in favor.

BILL NO. 2022-145, ORDINANCE NO. 11639 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023 REGARDING PURCHASE TO UPGRADE MICROSOFT SOFTWARE LICENSING AND SERVER UPGRADES was read once by title.

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

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

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

BILL NO. 2022-146, ORDINANCE NO. 11640 – AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FROM SHI INTERNATIONAL CORP. FOR THE PURCHASE OF MICROSOFT SOFTWARE was read once by title.

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

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

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

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

### **Discussion: Fee Rates for Non-Profits regarding Water and Sewer**

The City has been approached by the Heard House, a non-profit organization, asking for relief on their water/sewer rates. Under the current fee schedule they are classified as commercial. They have an extremely low volume water/sewer usage and only provide a public restroom during the hours they are open. The current commercial base rate for sewer is \$53.71/month and the base rate for residential is \$13.13/month.

City Administrator Kelvin Shaw recommended making an exception to allow the Heard House to be charged as residential instead of commercial and then direct staff to look at a more universal solution by including any questions in the rate study currently being done. Council consensus was to wait for the rate study to be completed and then look at any exceptions to be made. City Administrator Kelvin Shaw stated that a rate study isn't conducted every year and Public Works Director Brenda Ardrey added they will be meeting Thursday with Burns & McDonnell and they could add this to the data they are requesting and get results in 60-90 days.



- As part of the planning for replacing the North Wastewater Treatment Plant, steps must be taken to ensure that the plant qualifies for permits to operate. The process includes a study to show the impact the replacement plant would have on the extent of degradation on the stream it will discharge to. Staff recommends approval of Task Order #7 with Burns & McDonnell in the amount of \$33,000.00 to add to the scope of work on the project to conduct the study.

BILL NO. 2022-147, ORDINANCE NO. 11641 – AN ORDINANCE AUTHORIZING TASK ORDER NUMBER SEVEN FOR NORTH WASTEWATER TREATMENT PLANT ANTIDegradation REVIEW was read once by title.

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

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

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

- A firm is contracted each year to provide chemical treatment to sewer mains for root control. Staff recommends the quote from Duke’s Root Control, Inc. in the amount of \$24,785.54.

BILL NO. 2022-148, ORDINANCE NO. 11642 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR CHEMICAL ROOT CONTROL OF SEWER MAINS was read once by title.

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

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

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

- Staff located Traffic Engineering Assistance Program grant funds available through the Missouri Department of Transportation. The funds are targeted towards engineering costs to improve traffic flow and safety. Through a traffic study, Staff identified Engineer Avenue from 7<sup>th</sup> Street to the Northern City limits as an area of significant need for assistance and recommends approval of a resolution authorizing staff to apply for the grant in the amount of \$12,000.00.

RESOLUTION NO. 1978 – A RESOLUTION PROVIDING AUTHORITY FOR SUBMISSION OF AN APPLICATION BY THE CITY OF SEDALIA FOR A MODOT TRANSPORTATION ENGINEERING ASSISTANCE PROGRAM (TEAP) GRANT was read once by title and approved on motion by Oldham, seconded by Foster. All in favor.

- The agreement with Serghei and Karina Comerzan is for the connection of property located at 3515 Ashland Lane to City water and sewer systems.

BILL NO. 2022-149, ORDINANCE NO. 11643 – 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.

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

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

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

- The water line along Locust Lane is beyond its useful life and has to be repaired often. Bids were issued and staff recommends awarding the bid to Orr Wyatt Streetscapes in the amount of \$144,815.00.

BILL NO. 2022-150, ORDINANCE NO. 11644 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR THE LOCUST LANE WATER MAIN REPLACEMENT was read once by title.

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

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

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

- As part of the Tree City USA program, a Tree Resource Improvement and Maintenance grant provides funds to employ a specialist to inventory the trees in City right-of-way's and parks and report any maintenance needed. Staff recommends approval of a resolution authorizing staff to apply for a grant again this year in the amount of \$10,000.00.

RESOLUTION NO. 1979 – A RESOLUTION AUTHORIZING AN APPLICATION TO ASSESS AND RE-INVENTORY 1,500 TREES WITHIN THE CITY'S RIGHTS-OF-WAYS AND PUBLIC SPACES was read once by title and approved on motion by Oldham, seconded by Foster. All in favor.

**COMMUNITY DEVELOPMENT** – Rhiannon Foster, Chairwoman; Bob Cross, Vice Chairman

- A special use application was received for an animal crematorium, however, current code only allows consideration of a human crematorium. Staff worked with legal counsel and the Planning & Zoning Commission to hold a public hearing before the Commission to consider changing the text. The Commission voted unanimously to recommend adding animal crematoriums to the section that allows for a special use permit. Code doesn't automatically allow this use, it just allows consideration as a special use under the code.

BILL NO. 2022-151, ORDINANCE NO. 11645 – AN ORDINANCE AMENDING SECTION 64-124 (4) OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI REGARDING SPECIAL USE PERMITS FOR CEMETERIES, MAUSOLEUMS OR CREMATORIES FOR PROCESSING OF ANIMAL REMAINS was read once by title.

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

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

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

- A special use permit application was received from Chad McNeal for an animal crematorium to be located at 1520 West Spring Street. After a public hearing to change the text in the current code adding animal crematoriums to special use permits, the Planning & Zoning Commission and Staff recommend approval of the permit.

BILL NO. 2022-152, ORDINANCE NO. 11646 – AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO CHAD MCNEAL FOR AN ANIMAL CREMATORY BUILDING LOCATED AT 1520 WEST SPRING STREET IN THE CITY OF SEDALIA, MISSOURI was read once by title.

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

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

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

- A grant and a donation from the Hayden Family were obtained to commission the painting of a mural on the side of a building owned by the Hoffert family housing Stone Laser Imaging. The alley between 209 South Ohio and 211 South Ohio has been resurfaced and plans are to add lighting to make it a more usable public space. The Hoffert family has requested that the alley be named "Freedom Alley" to honor what the mural represents. Staff recommends approval.

RESOLUTION NO. 1980 – A RESOLUTION PROPOSING TO NAME THE EAST-WEST ALLEY BETWEEN 209 SOUTH OHIO AVENUE AND 211 SOUTH OHIO AVENUE "FREEDOM ALLEY" IN THE CITY OF SEDALIA, MISSOURI was read once by title and approved on motion by Oldham, seconded by Bloess. All in favor.

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

- Police Chief Matt Wirt stated that each year new vehicles are purchased for the Police Department and this year 2 used vehicles were purchased due to not being able to get new vehicles. The manufacturer has opened the window to order next year model vehicles and Staff recommends a budget amendment to appropriate funding and authorize ordering the vehicles. Bids were put out for 4 non-budgeted police vehicles and 1 budgeted fire vehicle. The vehicles are not expected to be available until next fiscal year, however, acceptance of the bid and a budget amendment is needed to encumber funds in case they come in this fiscal year.

RESOLUTION NO. 1981 – A RESOLUTION AUTHORIZING AN INCREASE IN BUDGETED EXPENDITURES FOR THE FISCAL YEAR 2022-2023 RELATING TO THE PURCHASE OF ADDITIONAL VEHICLES FOR THE POLICE DEPARTMENT was read once by title and approved on motion by Marshall, seconded by Foster. All in favor.

BILL NO. 2022-153, ORDINANCE NO. 11647 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023 REGARDING THE PURCHASE OF POLICE VEHICLES was read once by title.

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

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

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

Motion by Oldham, seconded by Marshall to accept a bid for 4 Dodge Durango’s from WK Chrysler Jeep Ram of Sedalia in the amount of \$167,596.00 for the Police Department and 1 Dodge Durango in the amount of \$42,270.00 for the Fire Department. All in favor.

- Police Chief Matt Wirt stated the radio system used by the Police and Fire Departments that is located on the tower at Skyline Elementary School was struck by lightning. The replacement equipment isn’t compatible not cover this as the cost will be below \$25,000.00. Due to lead time, an emergency purchase was authorized to order the equipment and Staff recommends the budget amendment and purchase authorization. Cost \$13,974.55.

RESOLUTION NO. 1982 – A RESOLUTION AUTHORIZING AN INCREASE IN BUDGETED EXPENDITURES FOR THE FISCAL YEAR 2022-2023 RELATING TO THE REPAIR OF THE RADIO SYSTEM FOR SKYLINE ELEMENTARY SCHOOL was read once by title and approved on motion by Oldham, seconded by Foster. All in favor.

BILL NO. 2022-154, ORDINANCE NO. 11648 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023 REGARDING THE REPAIR OF THE RADIO SYSTEM FOR SKYLINE ELEMENTARY SCHOOL was read once by title.

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

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

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

BILL NO. 2022-155, ORDINANCE NO. 11649 – AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FROM COMMENCO FOR REPAIRS TO THE RADIO RECEIVER AT SKYLINE ELEMENTARY was read once by title.

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

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

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

- Unanticipated repairs to 5 vehicles in the Police Department are due to accidents that were not the fault of our officers. Even though insurance is covering a majority of the costs, the line item for the expenditure is being depleted and the appropriation needs to be increased to show the use of insurance proceeds. The net increase of expenditures over added revenues is \$7,192.36 which represents insurance deductibles on 4 vehicles along with major repair to another vehicle.

RESOLUTION NO. 1983 – A RESOLUTION AUTHORIZING AN INCREASE IN BUDGETED EXPENDITURES FOR THE FISCAL YEAR 2022-2023 RELATING TO REPAIR TO FIVE POLICE VEHICLES was read once by title and approved on motion by Foster, seconded by Cross. All in favor.

BILL NO. 2022-156, ORDINANCE NO. 11650 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023 REGARDING REPAIR TO FIVE POLICE VEHICLES was read once by title.

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

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

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

#### RESIGNATION OF 3<sup>RD</sup> WARD COUNCILMAN LUCAS RICHARDSON:

3<sup>rd</sup> Ward Councilman Lucas Richardson resigned from the City Council and was presented with a plaque by Mayor Dawson for his years of service from June 15, 2020 to September 6, 2022. Mayor Dawson stated it has been a pleasure working with Councilman Richardson and then read a list of his involvement with projects:

“NOBRO Arts, Adoption of 2021 Comprehensive Plan, construction & completion of rail spur, Phase IV Downtown Streetscape, construction & opening of Heckart Community Center, transfer of Municipal Court to the Eighteenth Judicial Circuit, acceptance of Maple Leaf Park, acceptance of Missouri Pacific Depot (Amtrak Depot) from SDDI, installation of solar panels at various City facilities, construction & completion of airport 65x65 box hangar, branding initiative, adoption of Lodging Code, initiation of transition of Firefighter’s Pension Fund to Lagers and completion of Joint Dispatch.”

#### APPOINTMENTS:

The following appointment was read and approved on motion by Oldham, seconded by Cross. All in favor.

#### Central Business & Cultural District Board of Directors

Appoint – Lucas Richardson – Completing Darian Weeks Term Expiring January 2024 – Approved on motion by Oldham, seconded by Cross. All in favor.

The following appointment was read and approved on motion by Oldham, seconded by Marshall. All in favor.

#### Sedalia Area Tourism Commission

Appoint – Andrew Dawson – City of Sedalia – 2-year term ending December 31, 2024 – Approved on motion by Oldham, seconded by Marshall. All in favor.

Reappoint – Erica Eisenmenger – City of Sedalia Motel Representative – 3-year term January 1, 2022-December 31, 2025 – Approved on motion by Bloess, seconded by Oldham. All in favor.

#### BIDS:

- Locust Lane Water Main Replacement – August 18, 2022
- Replacement Truck Engine – August 19, 2022

- (4) Police Vehicles (1) Fire Vehicle – August 23, 2022

LIQUOR LICENSES: The following new/renewal Liquor Licenses were read and approved on motion by Foster, seconded by Bloess. All in favor.

New:

- \*Brad Wikstrom dba Craft Beer Cellar, 700 S Ohio, Special Event & Sidewalk Liquor Consumption (Wings for Wags, September 24, 2022 8:00 a.m. to 9:00 p.m.)
- \*Cherie Beltran dba Boys & Girls Club of West Central MO, 3100 Aaron Avenue, Picnic License (Casino Night Fundraiser, October 13, 2022)
- \*Katelin Hladik dba St. Vincent De Paul Catholic Parish, 421 W 3<sup>rd</sup>, Picnic License, (Bazaar Dinner Fundraiser Auction, October 1, 2022, 5:00 p.m. to 11:00 p.m.)
- \*Kristy Long dba Wildlife Ridge Winery, 34751 Miller Rd, Smithton, MO 65350, Special Event (Roark Wedding, The Foundry 324, October 8, 2022, 9:00 a.m. to 12:00 a.m.)

Renewals:

- \*Daniela Silva dba Morelos Taqueria Bakery & Grocery, 125 E 16<sup>th</sup>, Liquor By The Drink & Sunday Sales
- \*Karrie Wright dba Dollar General #19535, 4215 E Broadway, Packaged Liquor

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilwoman Foster asked if Bothwell Regional Health Center could present the audit to Council. Councilman Oldham stated he has had several citizens contact him with concerns on the direction of the hospital. He asked if it would be possible to reassure the public with a Resolution from the City that full intentions are to make sure it is a publicly owned hospital. Councilman Marshall asked if copies of the audit could be passed out to Council. Mayor Dawson stated that could be done and City Administrator Kelvin Shaw asked Councilman Oldham if he would like Staff to draft a Resolution to bring to the next meeting and Councilman Oldham stated yes. Councilman Bloess commented he would like to go through the audit process first.

City Administrator Kelvin Shaw thanked Councilman Richardson for his service and congratulated Councilman Oldham, winner for best Councilman, and other winners of "Missouri's Best" such as Ivory Grill. Councilman Oldham added Chris Paszkiewicz won best chef, Officer Larry Parham won best Police Officer, Jamie Volk won best firefighter and Sue Heckart won best philanthropist.

City Administrator welcomed new Finance Director Jessica Pyle.

Councilman Robinson stated he would like to point out the power of the press because more weeds have been cut down on 20<sup>th</sup> Street.

Councilman Oldham stated they will be leaving Sunday, September 11, 2022 for the Missouri Municipal League Conference and City Council is looking forward to learning strategies, techniques and information to better serve the citizens of Sedalia.

Councilwoman Tina Boggess thanked everyone on behalf of True Vine Church who bought tickets for the program that will be at Hotel Bothwell, Saturday, September 10, 2022 celebrating the Church's 100<sup>th</sup> Anniversary and the renaming of North Moniteau to W.T. Morris Avenue.

Councilman Oldham stated September 17, 2022 Representative Pollitt and other State Legislators will be holding a "First Responders Day in the Park" at 11:00 a.m., in Liberty Park, shelters 1, 2 & 3 and asked members of City Council to volunteer some time to show appreciation.

GOOD & WELFARE:

Harold Bradley, 1825 S Warren, stated that on May 5, 2021 the City started to fix a water main in his front yard and it was torn up until August 2021. He contacted his councilman, it wasn't filled in properly with ½ rock and ½ dirt. There are so many rocks in his yard and former Mayor Kehde came to look at it and told him to get a landscaper. Straw was put down, but he just wants to know when Public Works will come fix his yard. Mayor Dawson stated he and City Administrator Kelvin Shaw have discussed this and they will be sending employees from the Cemetery, as they are versed in maintaining turf, and will address that for him. Mr. Bradley stated he appreciates anything they can do.

Rene Vance, Box 691, stated she has lived in Sedalia for 6 years and has volunteered for numerous agencies. Ms. Vance informed the Council that she is a candidate for House District #52 Representative, Pettis County, and if elected in November, she looks forward to working with and for Sedalia and the citizens of Pettis County.

Fire Chief Matt Irwin stated that on Saturday, September 10, 2022, at 1:30 p.m. at the Fire Headquarters on 16<sup>th</sup> Street, they will be doing new hire and physical agility testing if anyone would like to come watch possible candidates for the Fire Department.


The meeting adjourned at 7:44 p.m. on motion by Oldham, seconded by Foster to a closed door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate) and 12 (Negotiated Contracts) of Section 610.021 RSMo. Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Cross, Foster and Bloess. No one voted "No".

The regular meeting reconvened at 8:46 p.m. and closed on motion by Oldham, seconded by Foster. All in favor.

THE CITY OF SEDALIA, MISSOURI



Andrew L. Dawson, Mayor

  
Arlene Silvey, MPCC City Clerk

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION REQUESTING THE TREE BOARD OF THE CITY OF SEDALIA TO INVESTIGATE THE PRESENCE OF OAK WILT WITHIN THE CITY OF SEDALIA AND MAKE A RECOMMENDATION FOR A PLAN TO CONTROL AND ERADICATE OAK WILT.**

**WHEREAS**, The City Council of Sedalia has been made aware of the possibility of the presence of the fungal disease *Bretziella fagacearum* otherwise known as “Oak Wilt” within the jurisdictional boundaries of the City of Sedalia; and

**WHEREAS**, The City Council of the City of Sedalia affirms that our trees are a most valuable community asset, absorbing traffic noise, keeping neighborhoods cooler in the summer, reducing energy costs, raising property values, improving the mental and physical health of the residents of The City of Sedalia; and

**WHEREAS**, The City Council of the City of Sedalia wishes to protect our trees from the spread of the fungal disease *Bretziella fagacearum* otherwise known as “Oak Wilt”.

**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 request that the Tree Board of the City of Sedalia investigate the possible presence of the fungal disease *Bretziella fagacearum* otherwise known as “Oak Wilt” and recommend a plan to control and eradicate the fungal disease *Bretziella fagacearum* otherwise known as “Oak Wilt” from within the jurisdictional boundaries of the City of Sedalia.

**PASSED** by the Council of the City of Sedalia, Missouri, this 19<sup>th</sup> day of September 2022.

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

ATTEST:

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

**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 Roman and Svetlana Sorokopud; and

**WHEREAS**, under the agreement, the City of Sedalia, Missouri agrees to allow Roman and Svetlana Sorokopud to connect property at 2921 Oak Ridge Road that is 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 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 Roman and Svetlana Sorokopud 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 19<sup>th</sup> day of September, 2022.

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

Approved by the Mayor of said City this 19<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

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



To: Kelvin Shaw  
From: Brenda Ardrey BA  
Date: September 8, 2022  
Subject: Annexation Agreement for Water Service

Please find attached an annexation agreement between the City of Sedalia and Roman and Svetlana Sorokopud for the tract of land identified within the agreement as Lot 6 and a part of Lot 7 in Southridge Estates Replat, and now addressed as 2921 Oak Ridge Road. Mr. and Mrs. Sorokopud are requesting connection to the City's water distribution system and have agreed to pay the "out of City limits" rate 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. and Mrs. Sorokopud not complete the annexation process. Mr. and Mrs. Sorokopud 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 \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the City of Sedalia, Missouri, (hereinafter "City") and Roman Sorokopud and Svetlana Sorokopud (hereinafter "Owners").

### RECITALS:

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

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

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

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

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

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

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

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

3. Owners agree to the "out of city limits" fee/cost schedule for water service 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 service 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 service 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 service to the Owners' property and disconnect the utility line serving the 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: ROMAN SOROKOPUD

By:   
Roman Sorokopud, Owner

OWNER: SVETLANA SOROKOPUD

By:   
Svetlana Sorokopud, Owner



Exhibit A

See Attached plat recorded as Document 2016-5703 in the Pettis County Recorder of Deeds.



\* 2 0 1 6 - 5 7 0 3 2 \*

2016-5703

RECORDED ON

11/17/2016 12:29:43PM

PAGES: 2

BARBARA CLEVINGER  
RECORDER OF DEEDS  
PETTIS COUNTY, MO

## GENERAL WARRANTY DEED

THIS DEED, Made and entered in to this 19<sup>th</sup> day of October, 2016, by and between

BUGU COMPANY, LLC, Party of the first and GRANTOR,

AND

ROMAN SOROKOPUD and SVETLANA SOROKOPUD, husband and wife, party of the second and GRANTEE.

Grantee's mailing address is 1208 S. Carr, Sedalia, MO 65301

WITNESSETH, that the said grantor, for and in consideration of the sum of One Dollar and other valuable consideration paid by the said grantee, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN, AND SELL, CONVEY AND CONFIRM unto the said grantee the following described Real Estate, situated in the County of Pettis and State of Missouri, to wit:

ALL OF LOT 6 IN SOUTHRIDGE ESTATES REPLAT, A SUBDIVISION OF PETTIS COUNTY, MISSOURI; ALSO, A PART OF LOT 7 IN SOUTHRIDGE ESTATES REPLAT, A SUBDIVISION OF PETTIS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT, 303.49 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 00°27'47" WEST, ALONG THE WEST LINE OF SAID LOT, 22.17 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE NORTH 72°32'52" EAST, ALONG THE NORTH LINE OF SAID LOT, 131.62 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 00°27'47" EAST, ALONG THE EAST LINE OF SAID LOT, 60.57 FEET; THENCE SOUTH 89°32'13" WEST, 125.92 FEET TO THE POINT OF BEGINNING.

ALSO, A TRACT OF LAND LYING IN A PART OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 45 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF LOT 7 IN SOUTHRIDGE ESTATES REPLAT, A SUBDIVISION OF PETTIS COUNTY, MISSOURI, 303.94 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT; THENCE SOUTH 89°32'13" WEST, 583.57 FEET; THENCE SOUTH 00°40' EAST, 12.30 FEET TO A POINT ON THE EAST LINE OF A TRACT DESCRIBED IN DOC. #2015-1514; THENCE SOUTH 88°42'10" WEST, 131.55 FEET; THENCE NORTH 00°40' WEST, 243.78 FEET; THENCE NORTH 88°43'31" EAST, 685.87 FEET TO A POINT ON THE WEST LINE OF LOT 6 IN SAID SOUTHRIDGE ESTATES REPLAT; THENCE SOUTH 00°27'47" EAST, ALONG SAID EAST LINE, 226.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 72°32'52" EAST, ALONG THE SOUTH LINE OF SAID LOT 6, 31.51 FEET TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE SOUTH 00°27'47" EAST, ALONG THE WEST LINE OF SAID LOT, 22.17 FEET TO THE POINT OF BEGINNING.

*M27*

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Grantees and unto their heirs and assigns forever; the said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that it has good right to convey the same, that the said premises are free and clear from any encumbrance done or suffered by it or those under whom it claims; and that it will warrant and defend the title to said premises unto the said Grantees and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever, excepting however, the general taxes for the calendar year 2016 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said grantor has hereunto set his hand the day and year first above written pursuant to the powers granted unto him as MEMBER of BUGU COMPANY, LLC under the terms and provisions of the operating agreement of said LLC and further, the operating agreements is still in full force and effect and had not been changed, edited, modified, cancelled or revoked.

BUGU COMPANY, LLC

  
GARY UHLEMEYER, MEMBER

STATE OF MISSOURI

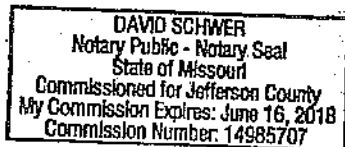
COUNTY OF ST. LOUIS

On this 19<sup>th</sup> day of October, 2016, before me personally

GARY UHLEMEYER, MEMBER, BUGU COMPANY, LLC

to me known to be the persons described herein and who executed the foregoing instrument by and through the powers outlined in said LLC's operating agreement and acknowledged that they executed the same as their free act and deed.

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



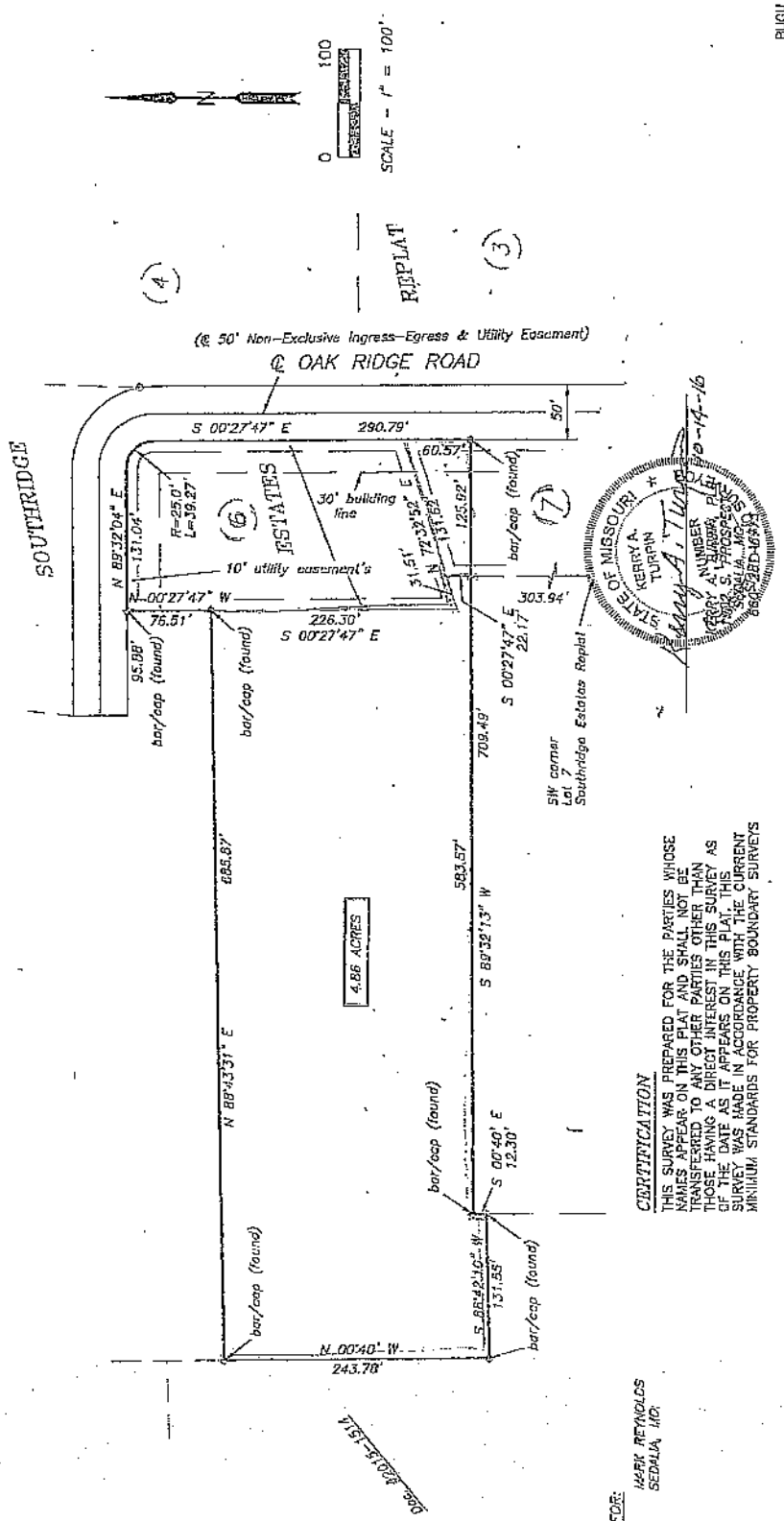
  
Notary Public



# CERTIFICATE OF SURVEY

ALL OF LOT 6 IN SOUTHRIDGE ESTATES REPLAT A SUBDIVISION OF PETTIS COUNTY, MISSOURI, ALSO, A PART OF LOT 7 IN SOUTHRIDGE ESTATES REPLAT A SUBDIVISION OF PETTIS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT, 303.94 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 00°27'47" WEST, ALONG THE WEST LINE OF SAID LOT, 22.17 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE NORTH 72°32'52" EAST, ALONG THE NORTH LINE OF SAID LOT, 131.82 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 00°27'47" EAST, ALONG THE EAST LINE OF SAID LOT, 60.57 FEET; THENCE SOUTH 89°32'13" WEST, 125.92 FEET TO THE POINT OF BEGINNING.

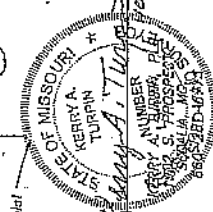
ALSO, A TRACT OF LAND LYING IN A PART OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 43 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF LOT 7 IN SOUTHRIDGE ESTATES REPLAT A SUBDIVISION OF PETTIS COUNTY, MISSOURI, 303.94 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT; THENCE SOUTH 89°32'13" WEST, 563.57 FEET; THENCE SOUTH 00°40' EAST, 12.30 FEET; TO A POINT ON THE EAST LINE OF A TRACT DESCRIBED IN DOC. #2015-1514; THENCE SOUTH 88°42'10" WEST, 131.55 FEET; THENCE NORTH 00°40' WEST, 243.78 FEET; THENCE NORTH 88°43'11" EAST, 665.87 FEET TO A POINT ON THE EAST LINE OF LOT 6 IN SAID SOUTHRIDGE ESTATES REPLAT; THENCE SOUTH 00°27'47" EAST, ALONG SAID EAST LINE, 226.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 72°32'52" EAST, ALONG THE SOUTH LINE OF SAID LOT 6, 31.51 FEET TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE SOUTH 00°27'47" EAST, ALONG THE WEST LINE OF SAID LOT, 22.17 FEET TO THE POINT OF BEGINNING.



FOR: MARK REYNOLDS  
SEDALIA, MO.

**CERTIFICATION**

THIS SURVEY WAS PREPARED FOR THE PARTIES WHOSE NAMES APPEAR ON THIS PLAT AND SHALL NOT BE TRANSFERRED TO ANY OTHER PARTIES OTHER THAN THOSE HAVING A DIRECT INTEREST IN THIS SURVEY AS OF THE DATE AS IT APPEARS ON THIS PLAT. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS



BUGU



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

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

**AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FROM SHI INTERNATIONAL CORP. FOR A THREE YEAR RENEWAL OF NETMOTION SOFTWARE.**

**WHEREAS**, The City of Sedalia, Missouri, has received a quote from SHI International Corp. for a three-year renewal of NetMotion Software; and

**WHEREAS**, under the terms of the quote, the City of Sedalia shall pay the following sums and amounts:

- **FY23 - \$6,526.48**
- **FY24 - \$4,688.02 (or as priced by an authorized NetMotion reseller)**
- **FY25 - \$4,688.02 (or as priced by an authorized NetMotion reseller)**

to SHI International Corp. for said three year software renewal as more fully described in the quote attached to this ordinance and incorporated by reference herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri, hereby approves and accepts the quote by and between the City of Sedalia, Missouri, and SHI International Corp. in substantively the same form and content as it has been proposed.

**Section 2.** The IT Manager, 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 any documentation 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 quote and any other subsequent documentation after it has been executed by the parties or their duly authorized representatives.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 19<sup>th</sup> day of September, 2022.

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

Approved by the Mayor of said City this 19<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

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

City of Sedalia  
Information Technology Services  
200 S. Osage, Sedalia, MO 65301

---

To: Kelvin Shaw, C.P.A., City Administrator

From: Monte Richardson MWR

Date: 08/30/22

Re: NetMotion Software Renewal/Upgrade

Sir:

The IT department has used NetMotion VPN software for close to 15 years. It acts as a secure tunnel for computer connections from outside the network to internal resources. Specifically, IT uses it routinely to connect to servers and other devices when away from the office. Police and Fire mobile terminals use the software to connect to the police records management system from the police/fire vehicles. We are also starting to use NetMotion to enable secure connections for "Work From Home" and other situations where remote access is required.

Our current licensing structure is "perpetual", meaning it doesn't expire, our tech support contract is expired as of February. NetMotion was recently bought out by Absolute Software. With that change they are starting to move toward a subscription based licensing structure. Generally speaking I am opposed to subscription based licensing. But there are some circumstances where it would be beneficial to the City. During the Covid-19 pandemic our ability to have employees work from home in a secure manner was significantly hampered by the fact that we could not provide a secure and user friendly interface. While I considered purchasing additional licensing via NetMotion the cost was prohibitive under the perpetual licensing model.

As our renewal came up for discussion NetMotion proposed an upgrade of our program to the latest version to include reporting and analysis tools and more operator friendly application control and endpoint security monitoring. With the roll-out of subscription based licensing, it allows a flexible method of purchasing licensing as needed at a much reduced cost than perpetual licensing. This upgrade will be mandatory at some time in the near future as the old platform reaches end of life.

While I have routinely stated that NetMotion is one of the few programs that we use in IT that just works, there are some blind spots due to our limited adoption of the features that NetMotion offers. Cellular blind spots and weak signal strength, and other connectivity problems are problematic to diagnose without the reporting components that are now available. Application controls and Active Directory integration have been greatly improved, allowing controls to be placed on the mobile unit instead of allowing traffic to run through the network to the internal server where it would be blocked. This creates a more efficient network and security implementation than we currently have. Multi-factor authentication in various methodologies is also supported.

The current budget amount for NetMotion renewal is \$3,400. This was based on past expenditures and didn't take into account the need for additional licensing and a platform upgrade that will need to be done relatively soon. Animal Control Officers at the Shelter, IT staff and other municipal staff can justify the increase in licensing. Perpetual Licensing is only available in 5 license blocks for an initial cost of \$1,834.22 and annual maintenance of \$374.87 annually thereafter for three year cost of \$2,958.83. In contrast, five additional subscription based licenses are \$420.82 per year, \$1,262.46 for three years. This renewal agreement locks in pricing for three years as outlined in the Order

Specification document with three annual payments at \$6,682.02 (including \$1,906.88 for professional services) for year one and \$4,688.02 for years two and three (or as priced by an authorized NetMotion reseller).

Our NetMotion platform has not changed in the past 15 years. We initially started at 14 licenses with some modest access controls. Since then we have added some additional police units, the fire department, and then PCAD and City staff which has increased our count to 40 licenses. In the past it was hard to justify the expense for additional controls that would allow increased functionality for one group while maintaining higher security for another group. Licensing was static and costly as opposed to by subscription. And visibility into the health and security of end points was almost unheard of. And while VPN technology is relatively secure, the additional security and authentication measures required in the threat environment that we live in are more readily available with this upgrade.

I would like to move forward with purchase authorization to upgrade our NetMotion program and purchase 5 additional licenses and professional services for \$6,526.48 as outlined in the SHI quote and NetMotion Order Specification attached in the current fiscal year and \$4,688.02 annually for FY24 and FY25. Terms of Use and Legal Notices can be found at <https://www.netmotionsoftware.com/legal-and-copyright> as well as specific End User License agreements and 3<sup>rd</sup> Party Software License agreement documents that are attached here as well.

Respectfully submitted.



Pricing Proposal  
 Quotation #: 22457656  
 Created On: 9/1/2022  
 Valid Until: 9/30/2022

**MO-City of Sedalia**

**Inside Account Executive**

**Monte Richardson**  
 MO  
 United States  
 Phone: 660-827-3000 x 1152  
 Fax:  
 Email: mrichardson@cityofsedalia.com

**Chaz Doria**  
 290 Davidson Ave Somerset, NJ 08873  
 Phone: 800-527-6389 x.555-XXXX  
 Fax:  
 Email: chaz\_doria@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Full access to the NetMotion platform and all of its features, powering security,visibility and connectivity use-cases.Includes the software defined perimeter(SDP), enterprise VPN and experience (SDP), enterprise VPN and experience NetMotion Wireless - Part#: NMCOMPCONV Coverage Term: 2/12/2022 – 2/11/2023 Note: Software, ESD	40	\$105.46	\$4,218.40
2 Full access to the NetMotion platform and all of its features, powering security,visibility and connectivity use-cases.Includes the software defined perimeter- (SDP), enterprise VPN and experience monitoring solutions. NetMotion Wireless - Part#: NMSCOMP SUB Coverage Term: 6/1/2022 – 2/11/2023 Note: Software, ESD	5	\$80.24	\$401.20
3 8 HR Pro Service NetMotion Wireless - Part#: 11NMPS-8HR-S Note: Softwae, ESD	1	\$1,906.88	\$1,906.88
		<b>Total</b>	<b>\$6,526.48</b>

**Additional Comments**

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.  
 TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0



1505 Westlake Ave N, Suite 500, Seattle, WA 98109 | +1 866.262.7626 | [www.netmotionsoftware.com](http://www.netmotionsoftware.com)

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## Order Specification

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Order Specification Valid Through: September 30, 2022

Expiration Date: September 30, 2022

NetMotion Reference #: Q-202685

Prepared by: Emily Jafuta

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## Customer

Sedalia Police Department

201 W 2nd St, Sedalia, MO United States

## Contact Information

Monte Richardson

[mrichardson@cityofsedalia.com](mailto:mrichardson@cityofsedalia.com)

(660) 827-3000

## Partner Information

SHI

Nick Payne

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## Term and License Details

# of Months: 36

Effective as of: February 12, 2022

End Date: February 11, 2025

# of Subscription Licenses: Convert to Complete 40 Licenses (+ add an additional 5 Licenses) New Total: 45 and add Associated Professional Services

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## Payment Details

Sedalia Police Department agrees to purchase an order of 45 Subscription licenses of the NetMotion COMPLETE product for the term specified above, and subject to the pricing and annual payment schedule set out below. All Purchase Orders (POs) must be received by NetMotion from an authorized reseller of NetMotion Products, per the terms outlined below.

Year 1: February 12, 2022 – February 11, 2023: \$6,688.02 (or as priced by an authorized NetMotion reseller)

- Convert To Complete 40 Licenses: \$4,267.20
- Add 5 Licenses: \$420.82

- Professional Services: \$2,000.00

Year 2: February 12, 2023 – February 11, 2024 - 45 License: \$4,688.02 (or as priced by an authorized NetMotion reseller)

Year 3: February 12, 2024 – February 11, 2025 - 45 License: \$4,688.02 (or as priced by an authorized NetMotion reseller)

Partner: SHI

Description: Convert to Complete 40 Subscription Licenses (+ add an additional 5 Licenses) New Total: 45 and add Associated Professional Services

### Price Protection

For annual billing, each annual payment is a legal commitment and obligation, notwithstanding Section 4 of the EULA (defined below).

### NetMotion Complete Subscription

✓ Mobility, Diagnostics, MobileIQ and Reputation Services software licensing	✓ Policy engine with prioritization tools
✓ High performance VPN	✓ Content filtering to monitor & control access
✓ Enhance network performance & connectivity	✓ AI-powered classification of 10bn+ websites
✓ Industry-standard encryption & authentication	✓ Diagnostics and troubleshooting data

### Order Terms

This Order Specification confirms the agreed upon deal terms between NetMotion Software, Inc ("NetMotion") and Sedalla Police Department ("Customer") concerning the transition of Customer's 40 Permanent Licenses to 40 Subscription Licenses for NetMotion software, add an additional 5 Licenses and associated Professional Services. The term of the Subscription Licenses will be 36 months, commencing on February 12, 2022 and ending on February 11, 2025 (the "Term"). Customer agrees to discontinue use of its Permanent Licenses and transition its Permanent Licenses to Subscription Licenses within thirty (30) days of the commencement of the Term.

Customer's Subscription Licenses are subject to and governed by the terms of the appropriate End User License Agreement which can be found at: <https://www.netmotionsoftware.com/legal-and-copyright/> ("EULA"). Any capitalized terms used but not defined in this Order Specification will have the meaning ascribed to them in the EULA.

Customer may elect to purchase additional Subscription Licenses for the duration of the Term at any time at the mutually agreed upon price of \$120 per Seat. Licenses will be co-terminated to the Term and pro-rated.

Customer Signature	Printed Name and Title: Monte Richardson IT Manager
	Signature:
	Date:
NetMotion Signature	Printed Name and Title: Kaushik Nagaraj Authorized Signatory
	Signature: <small>DocuSigned by:</small> Kaushik Nagaraj <small>6048D7E86E8E499...</small>
	Date: 9/2/2022



## NETMOTION PLATFORM

# Feature List

## POLICY

### Granular Conditions

With over 30 policy conditions and actions you can have fine-grained control over how workers access networks and resources. Limit access to corporate assets on a device-wide, per-network, and per-application basis.

### Dynamic Controls

With policy always running on the endpoint in the background, it can sense connection changes and dynamically control device and application behavior. Help your workers prioritize business applications by restricting or deprioritizing unnecessary applications on slower networks and making sure core business applications have top priority and secure access to corporate resources.

### Contextual Authorization

Prevent overly broad access to resources by monitoring and blocking access based on networks, devices, time of day, the reputation of domains, and more. Contextually aware security measures allow for network independence and a consistent user experience.

### Enforced on the Endpoint

Enforce the security perimeter on all devices across all platforms and networks. Policies are enforced on the mobile endpoints, which prevent any chokepoints, bottlenecks, or unnecessary data backhaul.



## PRODUCTIVITY

### Reliable Connection Resilience

Keep your mobile workers working with application persistence through coverage gaps, areas of weak signal strength, or when users suspend their devices. Transparent transitions between cellular, Wi-Fi and wired networks means that users can always find the best connection to keep them on track.

### Automated Login

A single login grants seamless access for the entire workday allowing workers to use any combination of networks, roam freely, cross gaps in coverage, and suspend and resume their devices without losing sessions, or repeating logins. Authenticate to hotspots without disabling the VPN.

### Good Performance for Bad Networks

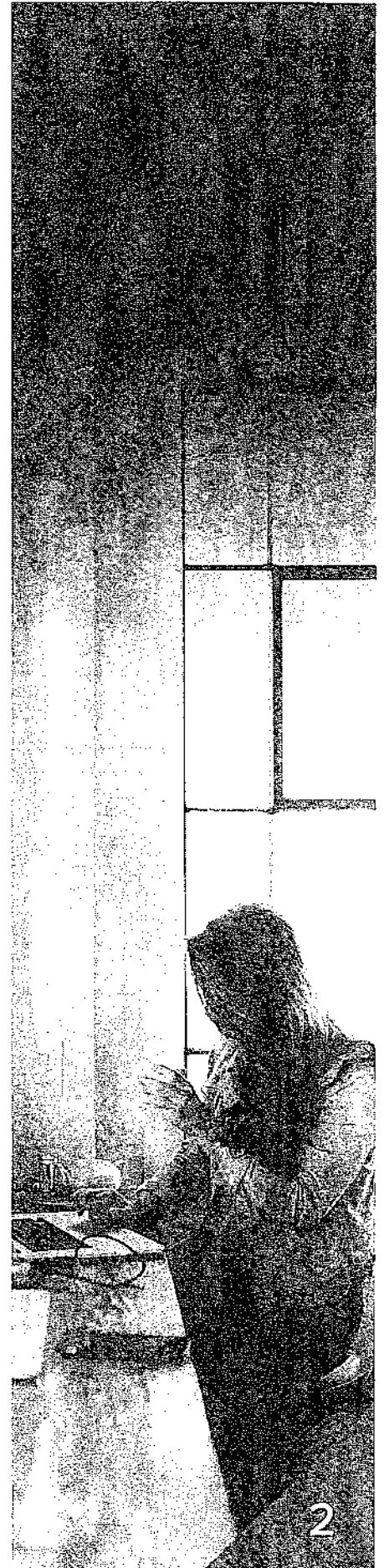
Data compression and link-layer optimizations reduce protocol overhead and accelerate traffic on slow or compromised networks. NetMotion stabilizes networks allowing for applications to continue working even through bad connections. Improving performance on poor networks allows workers to optimize communications with real-time apps (e.g., Skype, Teams, etc.) to sustain video and audio to get their jobs done.

### Improve IT for Mobile Workers

Schedule regularly occurring diagnostics reports and use policy controls to automatically run diagnostic reports when connectivity is lost. Ensure mobile workers have access to the best coverage and the fastest network technologies by using geo-tagged data to drive better decision making on devices, networks, coverage plans and service level agreements.

### Security without Sacrificing Productivity

Where other security products slow productivity and frustrate workers, NetMotion enhances and optimizes the end-user experience. Built with the highest cryptographic standards in mind, it provides the encryption and control organizations need while also delivering a user experience designed for productivity.



## SECURITY

### Software Defined Perimeter (SDP)

Get the latest in zero trust security with a software defined perimeter that allows for granular policy configuration, traffic management, and more all on the mobile edge. Use the advanced reporting on all traffic inside and outside of the firewall to collect diagnostics, troubleshoot root cause issues, and gain visibility into how your mobile workforce is operating. Implement SDP in existing infrastructure without retooling or overhauling existing security architecture.

### NAC

Verification that third-party security products are updated and enabled before granting connections, plus support for the market leading anti-malware and firewall products.

### Monitor Risky Behavior

Manage and monitor edge traffic to web, cloud, and NOC destinations on any network, and audit application-level data traffic across the globe to detect data leakage and risky behavior.

### See Something, Say Something

Review Wi-Fi security and VPN usage to find open, unsecured access points and behavior that puts your corporate assets at risk. Discover malicious applications, domains, SMS phishing attacks, and IP addresses accessed by your workers' devices, then use the other NetMotion tools to quarantine or remediate that device and user.

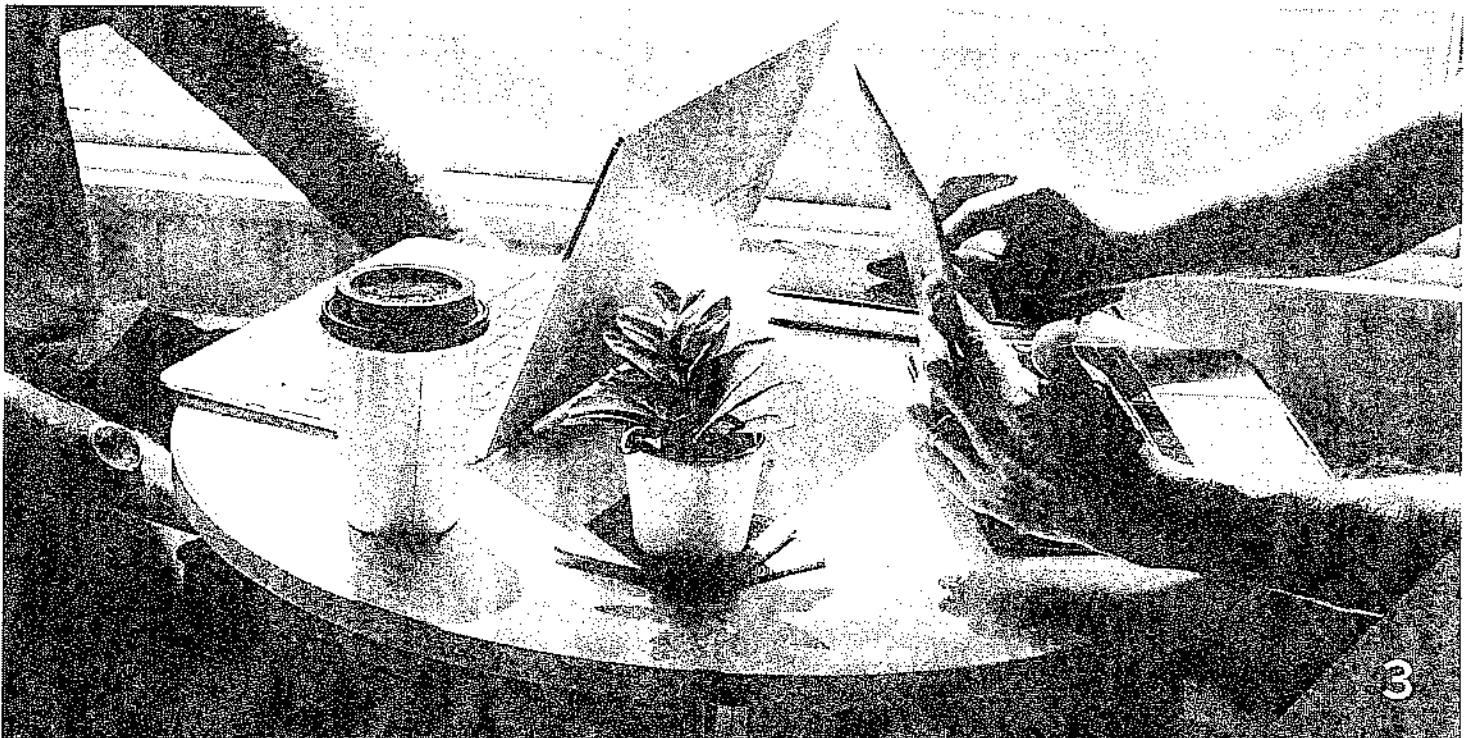
### Protection and Prevention

Prevent default access to resources thereby increasing security and reducing the overall attack surface. Blacklist network traffic using block-all policy, and whitelist only authorized applications or servers. Prevent lateral movement by forcing traffic to all destinations to be authorized.

### Complete Control, Inside and Outside the Firewall

NetMotion's architecture gives IT control and visibility into remote worker's devices regardless of the networks used. NetMotion clients function as a distributed client firewall while also preventing lateral movement through a Software Defined Perimeter. That means unprecedented visibility and management - even over networks your organization doesn't own.

Access control to any destination, including 3rd party cloud apps outside your administrative control, based on reputation or category. Detailed security and risk information. Domain based not just app based. Easily customizable based on organization's policies and risk tolerance.



## VISIBILITY

### Useful Alerts

Get customized alerts based on diagnostic test results, connectivity status, location, network or other thresholds, delivered via email. Plus, export data to analytical, business intelligence, and SIEM tools such as Splunk, IBM QRadar, and more.

### Detailed Reporting

Detailed analytics on user, device, network, and application activity and performance, including geo-tagged data (when available), can be streamed directly into the reporting dashboard to give you a holistic view of your mobile workforce. Rich behavioral data and access logging enables effective security audits and fine-grained perimeter analytics. Standardized formats include formats include Syslog, Splunk, and Mobile IQ.

### Real-Time Monitoring

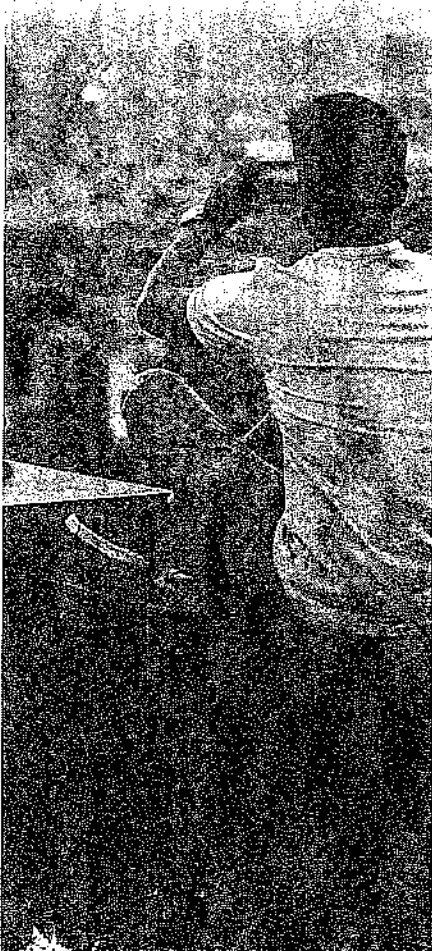
Real-time displays and system status reports on application and network usage, compression rates, network errors, and quarantine status of any given device over time. See timelines and trends in order to identify heaviest usage by device, user, application, domain, and destination.

### User Experience Details

Gain detailed insight into a user's connectivity experience with enhanced device activity maps that provide details on device signal quality, carrier, radio type, network technology, connection status, location and more. Capture connection failures including causes and which users are experiencing the most problems.

### Wi-Fi Connectivity Maps

Map the volume of wi-fi usage and display wi-fi network details within coverage areas. Optimize the organization's wi-fi network, reduce cellular data plan usage, and identify potential external wi-fi network security issues.



## **COST CONTROL**

### **Track Data Usage**

Track usage of every public and private network, cellular, Wi-Fi, and Ethernet, on every mobile device workers use to access corporate information to identify consumption patterns based on user, device, application, domain, and destination.

### **Reduce Data Backhaul**

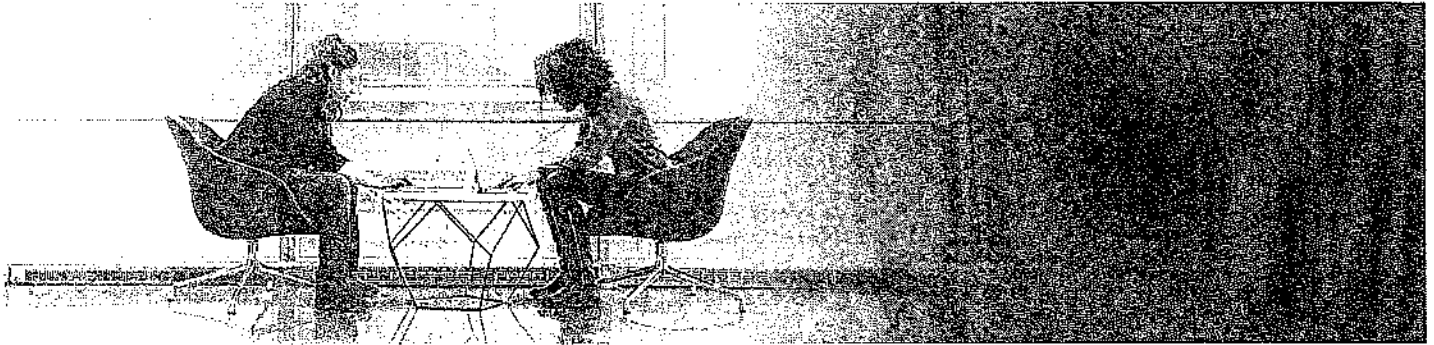
Distributed enforcement on the mobile edge means that this highly scalable structure reduces the load on the network backbone. Reduce data-plan usage with smart policies in place to limit the amount of data usage. Dynamically adjust application traffic priorities according to the network name, type, or interface speed.

### **Save Money, Stay Secure**

The readily deployable SDP in your existing infrastructure means you can get the security you need without a costly infrastructure overhaul. There's no need for forklift hardware upgrades, or expensive architecture restructuring. NetMotion overlays over existing infrastructure, thereby supporting a gradual rollout and transition. Get the value of an SDP in hours, not months.

### **Make Your Networks Work**

Improved bandwidth testing accurately measure fast, 5G & 802.11ax networks. Analyze 5G and other network performance and verify you're getting what you pay for.



## **DIAGNOSE AND TROUBLESHOOT**

### **Root Cause Analysis**

Interrogate device, network, corporate servers and resources to help uncover root causes of connection problems. Policy driven diagnostic tests allow administrators to discover and identify potential network problems in near real time. Automatically diagnose connectivity for groups of users.

### **Location Intelligence**

Find lost or stolen devices, or pinpoint device location. Track devices, users, and adapters across the enterprise for a quick summary with the ability to drill down on any individual, device or user.

### **Quickly Troubleshoot Problems**

Minimize downtime by quickly identifying problems with pinpoint accuracy. Identify connection failures due to misconfigured devices. Expedite troubleshooting and head off problems by spotting failure patterns and drilling down to specific devices. Reduce support costs and mean-time-to-resolution by accelerating mobile support ticket resolution.

### **End Connectivity Failures**

Discover devices that are failing connection tests and the locations where they are failing to understand the likely root-cause. Troubleshoot the connection path from the mobile device, through the network, to back-end application servers. Measure actual throughput and latency of cellular, wi-fi and ethernet networks from the mobile device and pinpoint performance and stability problems in your internal wi-fi networks and public carrier networks.

## ADMIN

### Encryption and Certifications

FIPS 140-2 validated encryption, NSA Suite B cryptography, Common Criteria EAL 4+ certified. NetMotion enforces the use of strong encryption and makes it easy to demonstrate compliance with regulatory and organizational security mandates such as CJIS, HIPAA, HITECH, NERC-CIP, and PCI.

### IPv6

Full support for IPv6 networks, servers and applications – single-stack and dual-stack. 80% of mobile US devices are on IPv6 capable networks and over 25% of networks worldwide are IPv6 capable.

### Active Directory Support

Update configuration settings and policies based on changes in Active Directory groups and group membership.

### Console Access

Use role-based access controls based on Active Directory user and group membership to access analytic reports, client and server configuration settings, policy management, NAC rules and more.

Role templates are available for common scenarios such as client administration and help desk. Plus, there is auditable logging of all changes made by console users.

### Authentication/Login

Authentication methods are configurable per user, device, or group. Administrators can use the most appropriate method for their security requirements, workflows, or form factors; transparently presenting the designated authentication method to the user.

Support for NTLM, RADIUS, PKI x.509 v3 certificates, RSA, and other industry-standard two-factor solutions.

### Third-party Integration

NetMotion provides an API for real-time access to key console metrics. Stream real-time usage data from the NetMotion server into NetMotion dashboards and other network management applications (e.g., Splunk).

### Supported Applications

Any application written for an IP network is supported on NetMotion. Ensure application priority on carrier networks supporting 3GPP QoS standards like FirstNet, AT&T ADTM, and Verizon Business Services without re-writing applications to use those advanced features.

### Security Enforcement

Customized notices at login to remind users of corporate security policies. Custom policies allow for varying degrees of user control or lock down of the device so that security and VPN cannot be bypassed.

Android devices have native integration with Android for Work and Samsung KNOX, allowing administrators to enforce security and mobile policies using MOM systems.

On Apple iOS DEP-enrolled devices in supervised mode, apps cannot access the network if the user knowingly or accidentally disables the VPN. Engage in full management over application access with dynamic policy control.

Any Device



Any Network



[www.netmotionsoftware.com](http://www.netmotionsoftware.com)

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

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

**AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FROM STAPLES FOR REPLACEMENT COMPUTERS.**

**WHEREAS**, The City of Sedalia, Missouri, has received a quote from Staples for 25 replacement desktop computers; and

**WHEREAS**, under the terms of the quote, the City of Sedalia shall pay the sum and amount of Eighteen Thousand Ninety Four Dollars and Seventy Five Cents (\$18,094.75) to Staples for said computers as more fully described in the quote attached to this ordinance and incorporated by reference herein.

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

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

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 19<sup>th</sup> day of September, 2022.

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

Approved by the Mayor of said City this 19<sup>th</sup> day of September, 2022.

ATTEST:

\_\_\_\_\_  
Andrew L. Dawson, Mayor

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

City of Sedalia  
Information Technology Services  
200 S. Osage, Sedalia, MO 65301

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To: Kelvin Shaw, C.P.A., City Administrator

From: Monte Richardson MWR

Date: 08/31/22

Re: Replacement Computers

Sir:

As a routine part of business the IT department replaces approximately 25 computers per year. With our current inventory that's approximately 25% of our desktop inventory every year. Being proactive in our replacement schedule avoids significant downtime for users. It also keeps the whole desktop environment relatively up to date with ever changing hardware and software requirements.

I've gathered quotes from four vendors for 25 Dell desktop computers. They are as follows:

Staples	\$18,094.75
Zones	\$18,328.00
Hypertec Direct	\$21,737.00
CDW-G	\$23,876.25

This is a budgeted purchase for FY23. With approval I would like to proceed with the purchase of 25 Dell Optiplex SFF Desktop Computers from Staples for \$18,094.75.

Respectfully submitted.





Technology Solutions

Quote

CUSTOMER INFORMATION		STAPLES TECHNOLOGY SOLUTIONS	
Company Name:	City of Sedalia	Quote Date:	August 31, 2022
Contact Name:	Nicole Rugen Bryson	Quote Expiration:	Wednesday, September 14, 2022   14 days
Contact Phone:	660-851-7626	Reference:	
Contact Email:	nrugen@sedalia.com	Sales Rep Name:	Robert Wagner
Account #:	0	Sales Rep Phone:	407-475-4808
Ship-to ID:	UNKNOWN	Sales Rep Email:	Robert.Wagner@Staples.com

QTY	Part No.	Product Description	Unit Price	Extended Price
25	CTO	Dell OptiPlex 5000 Small Form Factor Desktop Computer - i5-12500/3.0 GHz - 16 GB RAM - 256 GB SSD - DVD+-RW - Windows 10 Pro (Includes Windows 11 Pro License) - 3 Years Onsite Warranty After Remote Diagnosis	\$723.79	\$18,094.75

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Notes: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>Subtotal:</b>	\$18,094.75
<b>Sales Tax:</b> %	
<b>Total:</b>	<b>\$18,094.75</b>

**Confidentiality Notice:** This quote, including any or all attachments, is for the sole use of the intended recipient(s). The quote contains proprietary and confidential pricing information of Staples Technology Solutions and shall NOT be used, disclosed or reproduced in whole or in part for any purpose other than to evaluate internally and by authorized personnel of named company. Any unauthorized review, use, disclosure or distribution is prohibited.

**Tariff Disclaimer:** Notwithstanding anything to the contrary, Seller reserves the right to adjust pricing proportionate with the impact of tariffs, customs or duties imposed on the Products.

\*Tax and freight charges are additional when applicable

# ZONES™

8/3/2022

**Bill To:**  
 CITY OF SEDALIA  
 200 SOUTH OSAGE AVENUE  
 SEDALIA, MO 65301  
 Phone : 6608273000132

**Ship To:**  
 NICOLE RUGEN  
 CITY OF SEDALIA  
 200 S OSAGE  
 SEDALIA, MO 65301  
 USA

**Account # 0071021693**  
**Quote : K1979446**  
**PO# :**

Software prices subject to change  
 Hardware quotes are valid for 7 business days  
 Memory Prices are valid for 24 hours only, call for verification

**REMIT PAYMENT TO:**  
 ZONES LLC  
 PO Box 34740  
 Seattle WA 98124-1740

**PLEASE SEND PURCHASE  
 ORDERS DIRECTLY TO YOUR  
 ZONES LLC ACCOUNT MANAGER  
 VIA FAX OR EMAIL**

**Bill Younas**  
**Account Executive**  
**Phone:253-545-7392**

Email:Bill.Younas@zones.com

Item #	Qty.	Mfr. Name	Description	Manufacturers Part #	Unit Price	Total
009992474-CSDLA	25	DELL RESELLER DIVISION	Dell OptiPlex 5000 SFF/Core i5-12500/16 GB/256 GB SDD/Win 10 Pro/Inclu	210-BCRJ	\$733.12	\$18,328.00

ASK US ABOUT  
 Installation Services  
 On-site Technical Services and Hourly Service Rates  
 Remote Help Desk and Remote Network OS Support

**Sub-Total: \$18,328.00**  
 Estimated Sales \$0.00  
 FedEx Ground: \$0.00  
**Grand Total: \$18,328.00**

Visit us on the web: <http://www.zones.com>

FINANCING, LEASING AND SUBSCRIPTION OPTIONS AVAILABLE | CONTACT LEASING@ZONES.COM FOR MORE INFORMATION |

**ZONES LLC**  
 1102 15th Street S.W. Suite 102  
 Auburn, USA 98001  
 Phone: (800) 419-9663



**CERTIFIED**  
by the NBBC  
**MINORITY BUSINESS ENTERPRISE**  
by the NMSDC

IN THE EVENT THAT YOU HAVE AN AGREEMENT ("AGREEMENT") IN PLACE WITH ZONES, LLC, THAT GOVERNS THE SALE ASSOCIATED HEREWITH, SUCH AGREEMENT SHALL GOVERN; OTHERWISE THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE WEB PAGE LINKED AT [WWW.ZONES.COM/TERMSOFSALE](http://WWW.ZONES.COM/TERMSOFSALE) ("TERMS AND CONDITIONS"), SHALL GOVERN. ZONES EXPRESSLY LIMITS THE TERMS AND CONDITIONS OF THIS SALE TO SUCH AGREEMENT OR THE TERMS AND CONDITIONS, AS APPLICABLE, AND ZONES EXPRESSLY OBJECTS TO, DISCLAIMS, AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS SET FORTH IN ANY OF CUSTOMER'S DOCUMENTS OR COMMUNICATIONS. ZONES EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES.

WE APPRECIATE THIS OPPORTUNITY TO EARN YOUR BUSINESS, AND LOOK FORWARD TO SERVING YOU SOON! THANK YOU!



**Hypertec Direct USA**  
 1868 E. Broadway Rd  
 Tempe, Arizona 85282  
 United States  
 (P) 1-866-787-0426  
 (F) 480.626.9001

**City of Sedalia (DIR-CO8644)**  
**Date**  
 Jul 20, 2022 09:54 AM MDT  
**Modified Date**  
 Aug 03, 2022 09:08 AM MDT  
**Quote #**  
 76824 - rev 1 of 1  
**Description**  
 OptiPlex 5000 Small Form Factor - CUSTOM  
**SalesRep**  
 Waller, Leslie  
 (P) 1-866-787-0426  
**Customer Contact**  
 Richardson, Monty  
 (P) 660-827-3000 ext. 114  
 mrichardson@cityofsedalia.com

**Customer**  
 City of Sedalia (DIR-CO8644)  
 Richardson, Monty  
 200 S. Osage Ave.  
 Sedalia, MO 65301  
 United States  
 (P) 660-827-3000

**Bill To**  
 City of Sedalia  
 Payable, Accounts  
 200 S. Osage Ave.  
 Sedalia, MO 65301  
 United States  
 (P) 660-827-3000

**Ship To**  
 City of Sedalia  
 Richardson, Monty  
 200 S. Osage Ave.  
 Sedalia, MO 65301  
 United States  
 (P) 660-827-3000

**Customer PO:**  
**Terms:** Undefined  
**Ship Via:** FedEx Ground  
**Special Instructions:**  
**Carrier Account #:**

Line	Description	Material	Unit	Quantity	Price	Total
1	OptiPlex 5000 Small Form Factor - CUSTOM	OptiPlex 5000 Small Form Factor	Yes	25	\$869.48	\$21,737.00

Note: OptiPlex 5000 Small Form Factor 210-BCRJ - 25  
 12th Generation Intel Core i5-12500 (6 Cores/18MB/12T/3.0GHz to 4.6GHz/65W) 338-CCWC - 25 Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish 619-AQMP - 25  
 No Microsoft Office License Included - 30 day Trial Offer Only 658-BCSB 25  
 16GB (2x8GB) DDR4 Non-ECC Memory 370-AGFP  
 M.2 2230 256GB PCIe NVMe Class 35 Solid State Drive 400-BEUW  
 M.2 22x30 Thermal Pad 412-AAQT - 25  
 M2X3.5 Screw for SSD/DDPE 773-BBBC - 25  
 No Additional Hard Drive 401-AANH - 25  
 Intel Integrated Graphics 490-BBFG - 25  
 240 W internal power supply unit (PSU), 85% Efficient, 80 Plus Bronze 329-BGMJ - 25  
 System Power Cord (Philippine/TH/LUS) 450-AAOJ - 25  
 DVD+/-RW Bezel 325-BDSH - 25  
 8x DVD+/-RW 9.5mm Slimline Optical Disk Drive 429-ABFH - 25  
 CMS Essentials DVD no Media 658-BBTV - 25  
 No Media Card Reader 379-BBHM - 25  
 No Wireless LAN Card (no WiFi enablement) 555-BBFO - 25  
 No Wireless Driver (no WiFi enablement) 340-AFMO - 25  
 Chassis Intrusion Switch 461-AAIY - 25  
 No PCIe add-in card 492-BBFF - 25  
 No Additional Add In Cards 382-BBHX 25  
 No Additional Video Ports 492-BCKH 25  
 SupportAssist 525-BBCL 25  
 Dell(TM) Digital Delivery Cirrus Client 640-BBLW 25  
 Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps) 658-BBMR -25  
 Waves Maxx Audio 658-BBRB - 25  
 Dell SupportAssist OS Recovery Tool 658-BEOK - 25 -  
 Dell Optimizer 658-BEQP - 25 -  
 Page 3 Dell Marketing LP, U.S. only. Dell Marketing LP is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682 Windows PKID Label 658-BFDQ - 25 -  
 SW Driver, Intel Rapid Storage Technology, OptiPlex 5000 658-BFJT - 25 -  
 ENERGY STAR Qualified 387-BBLW - 25 -  
 Dell Watchdog Timer 379-BESJ - 25 -  
 Quick Start Guide 340-CYET - 25 - Print on Demand Label 389-BDQH - 25 -  
 Trusted Platform Module (Discrete TPM Enabled) 329-BBJL - 25 -  
 Shipping Material 340-CQYR - 25 -  
 Shipping Label 389-BBUU - 25 -  
 Regulatory Label for OptiPlex 5000 SFF 240W 389-ECPK - 25 -  
 No Hard Drive Bracket, Dell OptiPlex 575-BBKX - 25 -  
 Intel Core i5 vPro Essentials Processor Label 340-CYUC - 25 -  
 Desktop BTS/BTP Shipment 800-BBIP - 25  
 No Cable Cover 325-BCZQ - 25 -  
 No Additional Cable 379-BBCY - 25 -  
 Fixed Hardware Configuration 998-FOZC - 25 -  
 Internal Speaker 520-AARD - 25 -  
 EPEAT 2018 Registered (Silver) 379-BDTO - 25 -  
 Intel vPro Essentials 631-ADES - 25 -  
 Dell Limited Hardware Warranty Plus Service 804-9043 - 25 -  
 Onsite/In-Home Service After Remote Diagnosis 3 Years 804-9044 - 25 -  
 System Box Asset Label 365-0538

These prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.

<b>Subtotal:</b>	<b>\$21,737.00</b>
Tax (.0000%):	\$0.00
Shipping:	\$255.00
<b>Total:</b>	<b>\$21,992.00</b>

# QUOTE CONFIRMATION



DEAR NICOLE RUGEN-BRYSON,

Thank you for considering CDW+G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MWVL230	8/3/2022	DELL	2886389	\$23,876.25

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Dell Pro Wireless Keyboard and Mouse Mfg. Part#: KMS221WBKB-US Contract: Education Plus (Missouri Schools) (022-G)	25	6403806	\$41.64	\$1,041.00
Dell OptiPlex 5000 - SFF - Core i5 12500 3 GHz - vPro Essentials - 16 GB - Mfg. Part#: J7PMR Contract: Education Plus (Missouri Schools) (022-G)	25	7056844	\$913.41	\$22,835.25

<b>PURCHASER BILLING INFO</b>	<b>SUBTOTAL</b>	\$23,876.25
<b>Billing Address:</b> CITY OF SEDALIA ACCTS PAYABLE 200 S OSAGE AVE SEDALIA, MO 65301-4334 Phone: (660) 827-3000 <b>Payment Terms: NET 30-VERBAL</b>	<b>SHIPPING</b>	\$0.00
	<b>SALES TAX</b>	\$0.00
	<b>GRAND TOTAL</b>	\$23,876.25
<b>DELIVER TO</b>	<b>Please remit payments to:</b> CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
<b>Shipping Address:</b> CITY OF SEDALIA NICOLE RUGEN-BRYSON 200 S OSAGE AVE SEDALIA, MO 65301-4334 Phone: (660) 827-3000 <b>Shipping Method: UPS Ground (2- 3 Day)</b>		

NEED ASSISTANCE? CDW OFFERS SUPPORT AND INFORMATION

	Jack O'Connell	(877) 693-4690	jack.oconnell@cdw.com
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FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$23,876.25	\$653.97/Month	\$23,876.25	\$751.62/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

- **Flexible Payment Terms.** 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- **Predictable, Low Monthly Payments.** Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- **Technology Refresh.** Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- **Bundle Costs.** You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

**General Terms and Conditions:**

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/cdw/online/termsandconditions/quote/terms.aspx>  
For more information, contact a CDW account manager

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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION REQUESTING BOTHWELL REGIONAL HEALTH CENTER TO MAKE A DETAILED REPORT SHOWING THE RECEIPTS OF ALL FUNDS AND THE EXPENDITURES PURSUANT TO SECTION 2-444. – ANNUAL REPORT OF CODE OF ORDINANCES CITY OF SEDALIA.**

**WHEREAS,** The City Council of the City of Sedalia acknowledges that the city health system known as Bothwell Regional Health Center is vital to the health and welfare of the citizens of Sedalia, Missouri; and

**WHEREAS,** The City Council of the City of Sedalia acknowledges that the city health system known as Bothwell Regional Health Center is a key component to the economic vitality of the City of Sedalia; and

**WHEREAS,** The City Council of the City of Sedalia wishes to stay informed regarding the financial stability of the city health system known as Bothwell Regional Health Center.

**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 request that the representatives from the city health system known as Bothwell Regional Health Center appear before the City Council of the City of Sedalia on October 3<sup>rd</sup>, 2022 at their regular meeting and make a detailed report showing the receipts of all funds and expenditures pursuant to section 2-444. – Annual Report of Code of Ordinances City of Sedalia.

**Section 2.** It is deemed necessary and appropriate to request that the custodian of records for the city health system known as Bothwell Regional Health Center provide a copy of the 2022 Audit Results to each individual member of the City Council of the City of Sedalia by no later than September 30<sup>th</sup>, 2022.

**PASSED** by the Council of the City of Sedalia, Missouri, this 19<sup>th</sup> day of September 2022.

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

ATTEST:

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

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

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

**AN ORDINANCE AUTHORIZING A LIGHTING AGREEMENT FOR PROPERTY LOCATED AT 209 SOUTH OHIO AVENUE.**

**WHEREAS**, The City of Sedalia, Missouri, has received a lighting agreement from Harry Hoffert for the property located at 209 South Ohio Avenue, Sedalia Missouri; and

**WHEREAS**, under the agreement, the City of Sedalia, Missouri Harry Hoffert agrees to allow to install string lighting on the south side of the building located at 209 South Ohio Avenue as more fully described in the proposed agreement attached 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 Harry Hoffert in substantively the same form and content as the agreement has been proposed.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 19<sup>th</sup> day of September, 2022.

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

Approved by the Mayor of said City this 19<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

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



## MEMO

To: City Administrator Kelvin Shaw

From: Joleigh Cornine, Planner/Downtown Specialist

Date: September 15, 2022

Subject: Ordinances Approving Lighting Agreements Between the City of Sedalia  
and Building Owners of 209 S. Ohio Avenue and 211 S. Ohio Avenue

I am requesting City Council approval for the enclosed agreements between the City and Harry Hoffert, owner of Stone Laser Imaging at 209 S. Ohio Avenue and Rodingson Perez, owner of RAKS Escape Room at 211 S. Ohio Avenue. These agreements authorize placement of lighting in the east-west alley between these two buildings. As you may recall, the Smith & Cotton Building mural was recently completed, new asphalt installed, and the alley named Freedom Alley – all part of the City's first alley activation in Downtown Sedalia. The installation of decorative and pedestrian lighting will further enhance this alley and welcome those who visit.

**LIGHTING AGREEMENT BETWEEN THE CITY OF SEDALIA, MISSOURI  
AND HARRY HOFFERT**

THIS AGREEMENT, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the City of Sedalia, Missouri (“Licensee”) and Harry Hoffert (“Owner”).

**RECITALS:**

WHEREAS, the Owner is the owner of certain real property know as 209 S. Ohio Avenue, Sedalia, Missouri, (the “Property”).

WHEREAS, the Licensee has requested a license to install string lighting (the “Lights”) on the south side of the building (the “Building”).

WHEREAS, the Property is not currently leased to a Tenant.

WHEREAS, the Owner is willing to grant the Licensee such license subject to and in accordance with the terms, conditions, covenants, and provisions of this Agreement.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN, THE PARTIES DO HEREBY AGREE AS FOLLOWS:**

1. **Grant of License:** Subject to the terms, conditions, covenants and provisions of this Agreement, Owner grants to Licensee a non-exclusive, non-transferable license (the “License”) for the sole purpose of stringing Lights on that portion of the Building location described above. Owner shall provide to Licensee reasonable non-exclusive access to, and reasonable non-exclusive use of, space or pathways adjacent to the Building, as reasonably necessary and incident to installing the Lights.
2. **Term of License:** Owner reserves the right to terminate this agreement upon written notice to the Licensee: (i) if necessary to effectuate or accommodate any structural changes necessary architectural corrections, or alterations to the part of the Building comprised of the wall on which the Lights are to be installed, or (ii) the building suffers a major casualty or condemnation which materially affects the Building or portions of the Lights thereof.
3. **Installation:** Licensee shall be solely responsible for the installation of the Lights, and the Owner shall have no responsibility or liability in connection therewith. The Lights shall be installed and maintained at the Licensee’s sole cost and expense. Licensee’s access to the Property and the Licensed area is solely for the purpose of installing and maintaining the Lights in the Licensed Area, subject to advance notice to, and in coordination with the Owner. No portion of the Licensed Area shall be used by Licensee for any other purposes than herein expressly permitted. Installation of the Lights will include setting anchors into the masonry of the side of the building. All work done in conjunction with the installation and maintenance of the Lights shall comply with all applicable laws and regulations. Owner shall be responsible for the installation and maintenance of the power supply on the exterior

of the building for connection to the Lights. Licensee shall reimburse Owner for the professional installation of the necessary electrical upgrades to supply power to the Lights upon presentation of paid receipt for such services.

4. **Responsibility of Licensee:** Licensee shall conduct all activities related to the Lights in such a manner as will minimize any disruption of or interference with the normal activities of Tenant and Owner. Licensee agrees to use its best efforts to complete the Lights in as short a period of time as is commercially reasonable. The Lights and all activities related thereto shall be completed promptly in a good and workmanlike manner and in compliance with all applicable governmental laws, regulations and other requirements.
5. **Responsibility of Owner:** Owner shall provide electrical service for the illumination of the lights from dusk to dawn daily throughout the year. Owner shall be responsible for any increase in electric utility expenses associated with the lighting.
6. **Risk and Permits:** Licensee shall (i) enter and use the Property and the Licensed Area, and conduct all activities related to the Lights, at its sole risk and expense; (ii) obtain, at its own cost and expense, all governmental approvals, licenses, permits and certificates, comply with all laws, statutes, rules and regulations, and pay any sales or use taxes or other taxes, impositions or levies as are required by any government authority. Nothing herein obligates Licensee to pay any part of the real estate taxes for the Property. Owner agrees it shall not seek any exemption for real estate taxes as a result of the Agreement.
7. **Condition of Licensed Area and Access:** Licensee acknowledges that the Licensed Area is presented to Licensee under these terms and conditions in its "As Is" "Where Is" condition, with all faults (if any). Any defect, condition or other circumstance which Licensee may find disagreeable in respect of the Licensed Area shall not give rise to any right, claim or demand on behalf of Licensee. Licensee shall not install, construct or erect any structures, buildings, signs or other improvements on the Licensed Area or the Property, except for the Lights on the Licensed Area. Licensee shall not interfere with or cause disturbance to the use and quiet enjoyment of any portion of the Property by Owner, Tenant, or any other licensee, tenant, or occupant thereof. Owner shall not cover or obstruct the view of the Lights or Licensed Area.
8. **License Only, Binding Effect, and Other Provisions:** Owner and Licensee expressly agree and declare that this Agreement shall not (i) create between them the relationship of landlord and tenant with respect to the Licensed Area, or (ii) confer any rights upon Licensee as would amount in law to a landlord-tenant relationship, or (iii) create a joint venture or other arrangement between Owner and Licensee. This Agreement creates a privilege on the part of Licensee, personal to Licensee, to install and maintain the Lights in the Licensed Area in the manner described in this Agreement. This Agreement may not be changed or terminated orally. This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties. The recitals set forth at the beginning of this Agreement are hereby incorporated within and made an integral part of the Agreement.

9. **Governing Law:** This Agreement shall be subject to and governed by the laws of the State of Missouri as to all issues, including but not limited to the interpretation, validity, and effect of this Agreement, without regard to the place of execution, place of performance or other consideration.
10. **Notices:** All notice, consents, approvals and requests required or permitted under this Agreement shall be effective for all purposes, given in writing, and sent by certified mail, return receipt requested to each of the following (should an email address be listed below, a courtesy copy should be emailed as well, but the official and binding notice remains by certified mail, return receipt requested as set out herein):

**Owner:**  
Harry Hoffert  
209 S. Ohio Avenue  
Sedalia, MO 65301  
harry@stonelaserimaging.com

**Licensee:**  
City of Sedalia, Missouri  
200 S. Osage Avenue  
Sedalia, Missouri 65301  
Attn: Kelvin Shaw  
kshaw@sedalia.com

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

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above noted as the Effective Date.

City of Sedalia, Missouri

Harry Hoffert

\_\_\_\_\_  
Kelvin Shaw, City Administrator

Attest:

\_\_\_\_\_  
(Name, Title)

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

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

**AN ORDINANCE AUTHORIZING A LIGHTING AGREEMENT FOR PROPERTY LOCATED AT 211 SOUTH OHIO AVENUE.**

WHEREAS, The City of Sedalia, Missouri, has received a lighting agreement from Rodingson Perez for the property located at 211 South Ohio Avenue, Sedalia Missouri; and

WHEREAS, under the agreement, the City of Sedalia, Missouri Rodingson Perez agrees to allow to install string lighting on the north side of the building located at 211 South Ohio Avenue as more fully described in the proposed agreement attached 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 Rodingson Perez in substantively the same form and content as the agreement has been proposed.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 19<sup>th</sup> day of September, 2022.

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

Approved by the Mayor of said City this 19<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

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

## MEMO

To: City Administrator Kelvin Shaw

From: Joleigh Cornine, Planner/Downtown Specialist

Date: September 15, 2022

Subject: Ordinances Approving Lighting Agreements Between the City of Sedalia  
and Building Owners of 209 S. Ohio Avenue and 211 S. Ohio Avenue

I am requesting City Council approval for the enclosed agreements between the City and Harry Hoffert, owner of Stone Laser Imaging at 209 S. Ohio Avenue and Rodingson Perez, owner of RAKS Escape Room at 211 S. Ohio Avenue. These agreements authorize placement of lighting in the east-west alley between these two buildings. As you may recall, the Smith & Cotton Building mural was recently completed, new asphalt installed, and the alley named Freedom Alley – all part of the City's first alley activation in Downtown Sedalia. The installation of decorative and pedestrian lighting will further enhance this alley and welcome those who visit.

**LIGHTING AGREEMENT BETWEEN THE CITY OF SEDALIA, MISSOURI  
AND RODINGSON PEREZ**

THIS AGREEMENT, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the City of Sedalia, Missouri (“Licensee”) and Rodingson Perez (“Owner”).

**RECITALS:**

WHEREAS, the Owner is the owner of certain real property know as 211 S. Ohio Avenue, Sedalia, Missouri, (the “Property”).

WHEREAS, the Licensee has requested a license to install string lighting (the “Lights”) on the north side of the building (the “Building”).

WHEREAS, the Property is not currently leased to Tenant.

WHEREAS, the Owner is willing to grant the Licensee such license subject to and in accordance with the terms, conditions, covenants, and provisions of this Agreement.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL CONVENANTS AND AGREEMENTS SET FORTH HEREIN, THE PARTIES DO HEREBY AGREE AS FOLLOWS:**

1. **Grant of License:** Subject to the terms, conditions, covenants and provisions of this Agreement, Owner grants to Licensee a non-exclusive, non-transferable license (the “License”) for the sole purpose of stringing Lights on that portion of the Building location described above. Owner shall provide to Licensee reasonable non-exclusive access to, and reasonable non-exclusive use of, space or pathways adjacent to the Building, as reasonably necessary and incident to installing the Lights.
2. **Term of License:** Owner reserves the right to terminate this agreement upon written notice to the Licensee: (i) if necessary to effectuate or accommodate any structural changes necessary architectural corrections, or alterations to the part of the Building comprised of the wall on which the Lights are to be installed, or (ii) the building suffers a major casualty or condemnation which materially affects the Building or portions of the Lights thereof.
3. **Installation:** Licensee shall be solely responsible for the installation of the Lights, and the Owner shall have no responsibility or liability in connection therewith. The Lights shall be installed and maintained at the Licensee’s sole cost and expense. Licensee’s access to the Property and the Licensed area is solely for the purpose of installing and maintaining the Lights in the Licensed Area, subject to advance notice to, and in coordination with the Owner. No portion of the Licensed Area shall be used by Licensee for any other purposes than herein expressly permitted. Installation of the Lights will include setting anchors into the masonry of the side of the building. All work done in conjunction with the installation and maintenance of the Lights shall comply with all applicable laws and regulations.

4. **Responsibility of Licensee:** Licensee shall conduct all activities related to the Lights in such a manner as will minimize any disruption of or interference with the normal activities of Tenant and Owner. Licensee agrees to use its best efforts to complete the Lights in as short a period of time as is commercially reasonable. The Lights and all activities related thereto shall be completed promptly in a good and workmanlike manner and in compliance with all applicable governmental laws, regulations and other requirements.
5. **Responsibility of Owner:** Owner shall provide electrical service for the illumination of the lights from dusk to dawn daily throughout the year. Owner shall be responsible for any increase in electric utility expenses associated with the lighting.
6. **Risk and Permits:** Licensee shall (i) enter and use the Property and the Licensed Area, and conduct all activities related to the Lights, at its sole risk and expense; (ii) obtain, at its own cost and expense, all governmental approvals, licenses, permits and certificates, comply with all laws, statutes, rules and regulations, and pay any sales or use taxes or other taxes, impositions or levies as are required by any government authority. Nothing herein obligates Licensee to pay any part of the real estate taxes for the Property. Owner agrees it shall not seek any exemption for real estate taxes as a result of the Agreement.
7. **Condition of Licensed Area and Access:** Licensee acknowledges that the Licensed Area is presented to Licensee under these terms and conditions in its "As Is" "Where Is" condition, with all faults (if any). Any defect, condition or other circumstance which Licensee may find disagreeable in respect of the Licensed Area shall not give rise to any right, claim or demand on behalf of Licensee. Licensee shall not install, construct or erect any structures, buildings, signs or other improvements on the Licensed Area or the Property, except for the Lights on the Licensed Area. Licensee shall not interfere with or cause disturbance to the use and quiet enjoyment of any portion of the Property by Owner, Tenant, or any other licensee, tenant, or occupant thereof. Owner shall not cover or obstruct the view of the Lights or Licensed Area.
8. **License Only, Binding Effect, and Other Provisions:** Owner and Licensee expressly agree and declare that this Agreement shall not (i) create between them the relationship of landlord and tenant with respect to the Licensed Area, or (ii) confer any rights upon Licensee as would amount in law to a landlord-tenant relationship, or (iii) create a joint venture or other arrangement between Owner and Licensee. This Agreement creates a privilege on the part of Licensee, personal to Licensee, to install and maintain the Lights in the Licensed Area in the manner described in this Agreement. This Agreement may not be changed or terminated orally. This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties. The recitals set forth at the beginning of this Agreement are hereby incorporated within and made an integral part of the Agreement.
9. **Governing Law:** This Agreement shall be subject to and governed by the laws of the State of Missouri as to all issues, including but not limited to the interpretation, validity, and effect of this Agreement, without regard to the place of execution, place of performance or other consideration.



10. **Notices:** All notice, consents, approvals and requests required or permitted under this Agreement shall be effective for all purposes, given in writing, and sent by certified mail, return receipt requested to each of the following (should an email address be listed below, a courtesy copy should be emailed as well, but the official and binding notice remains by certified mail, return receipt requested as set out herein):

**Owner:**

Rodinson Perez  
211 S. Ohio Avenue  
Sedalia, MO 65301  
[admin@raksescaperoomsedalia.com](mailto:admin@raksescaperoomsedalia.com)

**Licensee:**

City of Sedalia, Missouri  
200 S. Osage Avenue  
Sedalia, Missouri 65301  
Attn: City Administrator Kelvin Shaw  
[kshaw@sedalia.com](mailto:kshaw@sedalia.com)

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

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above noted as the Effective Date.

City of Sedalia, Missouri

Rodinson Perez

\_\_\_\_\_  
Kelvin Shaw, City Administrator

Attest:

\_\_\_\_\_  
(Name, Title)

**Office of the Mayor**

TO: Members of City Council  
FROM: Mayor Andrew Dawson  
DATE: September 9, 2022  
RE: New Appointment

I would like to make the following recommendation:

**New Appointment:**

<b>BOARD/COMMITTEE</b>	<b>MEMBER</b>	<b>TERM</b>
<b>Tree Board</b>		
	Chris Rippey	Completing Kim Graves Term Expiring 06/2023

**Office of the Mayor**

TO: Members of City Council  
FROM: Mayor Andrew Dawson  
DATE: September 16, 2022  
RE: New Appointment

I would like to make the following recommendation:

**New Appointment:**

BOARD/COMMITTEE	MEMBER	TERM
Sedalia Area Tourism Commission		
	Kelvin Shaw	