

PUBLIC COMMENTS – SIGN IN SHEET AT BACK PODIUM



City Council Meeting Agenda Monday November 7, 2022 – 6:30 p.m. City Hall, 200 South Osage, Sedalia MO

MAYOR: ANDREW L. DAWSON

MAYOR PRO-TEM: TINA BOGGESS

- A. CALL TO ORDER** – Mayor Dawson – Council Chambers
- B. PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. SPECIAL APPOINTMENT**
 - 1. Recommendation from Mayor Dawson regarding the appointment of new 3rd Ward Councilman to fill a vacancy for Lucas Richardson's seat until the next Municipal Election.
- E. SWEARING IN OF NEW 3RD WARD CITY COUNCILMAN**
- F. ROLL CALL**
- G. SERVICE AWARDS**
 - 1. Donald Ramey – Service Tech – Water Department – 15 years of service
 - 2. Timothy Borden – Firefighter – Fire Department – 10 years of service
 - 3. Troy Schneider – Animal Control Officer – Animal Services – 5 years of service
 - 4. Omar Paz Esparza – Sr. Engineer Tech – Public Works/Admin – 5 years of service
 - 5. Jaymi Wells – Fitness & Wellness – Park – 5 years of service
- H. SPECIAL AWARDS** - None
- I. RETIREMENT AWARDS**
 - 1. Arlene Silvey – City Clerk – City Clerk's Office – 49 years of service
 - 2. Roger Vieth – Street & Alley – Public Works – 38 years 3 months of service
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
 - A.** Council Meeting – October 17, 2022
- II. UNFINISHED BUSINESS**
 - 1. Acceptance of Revised Planning & Zoning Commission minutes dated August 31, 2022
- III. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES**
 - A.** Acceptance of Planning & Zoning Commission minutes dated October 12, 2022.
- IV. ROLL CALL OF STANDING COMMITTEES**
 - A. PUBLIC SAFETY** – Chairman Jack Robinson; Vice Chairman Steve Bloess
 - 1. Presentation – Pettis County Joint Communications Budget (Dannelle Lauder, Presenter)
 - 2. Contract – Architect Selection for Fire Station
 - Council Discussion led by Chairman Robinson
 - O** Call for Ordinance authorizing an agreement for Architect Services for Sedalia Fire Station and Training Center – Mayor Dawson
 - 3. Grant Acceptance – Police Department – CTO Grant & Soft Target Grant (CTO Grant \$3,927.99; Soft Target Grant \$14,755.00)
 - Council Discussion led by Chairman Robinson

R Call for Resolution authorizing the acceptance of a Grant by the Sedalia Police Department from the Missouri Department of Public Safety and Homeland Security for two drones – Mayor Dawson

R Call for Resolution authorizing the acceptance of a Grant by the Sedalia Police Department from the Missouri Department of Public Safety and Homeland Security for one drone – Mayor Dawson

4. Purchase of Radar Units – Sedalia Police Department - \$11,602.50

Council Discussion led by Chairman Robinson

O Call for Ordinance approving and accepting a sales order for the purchase of radar units for the Police Department – Mayor Dawson

5. Grant submission – SMART Grant

Council Discussion led by Chairman Robinson

R Call for Resolution authorizing submission of a U.S. Department of Transportation Strengthening Mobility and revolutionizing transportation (SMART) Grant Application – Mayor Dawson

B. FINANCE / ADMINISTRATION – Chairman Chris Marshall; Vice Chairman Jack Robinson

1. Call for General Election – April 4, 2023 – 1 Councilman from each of the 4 wards & 1 additional Councilman from the 3rd Ward

Council Discussion led by Chairman Marshall

O Call for Ordinance calling a general election to be held on April 4, 2023 for the purpose of electing one Councilman from each of the four wards in the City of Sedalia, Missouri and for the purpose of electing one additional Councilman from the Third Ward in the City of Sedalia, Missouri to fill an unexpired term for one year due to a vacancy occurring in such office – Mayor Dawson

2. Amending Chapter 12 and 36 - Code of Ordinances - Business licenses & Offenses and Miscellaneous Provisions

Council Discussion led by Chairman Marshall

O Call for Ordinance amending Chapter Twelve of the City Code regarding Business Regulation and Taxation – Mayor Dawson

O Call for Ordinance amending Chapter Thirty-Six of the City Code regarding Offenses and Miscellaneous Provisions – Mayor Dawson

3. Personnel Regulation Amendments – Drug Testing and Overtime Policies

Council Discussion led by Chairman Marshall

O Call for Ordinance amending the Controlled Substance and Alcohol testing Policy – Mayor Dawson

O Call for Ordinance amending the Overtime Compensation Policy – Mayor Dawson

4. Acceptance of Cyber Security Grant - \$15,000.00

Council Discussion led by Chairman Marshall

R Call for Resolution authorizing the acceptance of a Grant from the Missouri Department of Public Safety and Homeland Security for Cybersecurity Local Preparedness – Mayor Dawson

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

1. Strategic Planning Presentation – Street/Sanitation/Mowing/Alley Maintenance

2. Annexation & Utility Services Agreement – Steven Boyko – 4555 Water Works Road – Lot (5) in Collins' Subdivision

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

3. Annexation & Utility Services Agreement – Joseph & Karolena Gudishvili – 3325 Cedar Springs Street

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 and Sewer Collection Systems – Mayor Dawson

4. Grant Application – Missouri Department of Economic Development Community Revitalization Program – Replacement of sidewalks – Estimated Project Cost \$1,535,520.00; 50% Grant Match \$767,760.00

Council Discussion led by Chairman Oldham

- R** Call for Resolution authorizing submission of a grant application for replacement of deteriorated sidewalks in North Central Sedalia – Mayor Dawson

5. Budget Amendment & Agreement – Sidewalk Demolition/Disposal and Repair/Replacement – S and A Equipment and Builders, LLC - \$237,854.82

Council Discussion led by Chairman Oldham

- O** Call for Ordinance amending the Budget for the Fiscal Year 2022-2023 regarding sidewalk replacement Projects – Mayor Dawson

- O** Call for Ordinance authorizing a 1 Year construction extension for Sidewalk Demolition, Disposal, Repair, and Replacement – Mayor Dawson

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

1. Amending Chapter 34 - Code of Ordinances - Camper trailers

Council Discussion led by Chairwoman Foster

- O** Call for Ordinance Repealing Sections 34-23, 34-53, 34-55, and 34-56 of the Code of Ordinances of the City of Sedalia, Missouri, relating to recreational vehicles, and Adopting a new Article XV. – Recreational vehicles and trailers, in Chapter 10 – buildings and building regulations, of the Code of Ordinances – Mayor Dawson

2. Budget Amendment & Purchase of Ford F-250 – Building Maintenance Department - \$39,000.00

Council Discussion led by Chairwoman Foster

- R** Call for Resolution of the City Council of the City of Sedalia, Missouri, stating facts and reasons for the necessity to amend and increase the City's Annual Budget for Fiscal Year 2023 – Mayor Dawson

- O** Call for Ordinance amending the budget for the Fiscal Year 2022-2023 regarding vehicle purchase – Mayor Dawson

- O** Call for Ordinance authorizing a vehicle sales invoice for the purchase of a 2018 Ford F-250 For the Building Maintenance Department – Mayor Dawson

3. Grant Submission – Historical Preservation Grant

Council Discussion led by Chairwoman Foster

- R** Call for Resolution of the City Council of the City of Sedalia, Missouri, supporting the submission Of a State of Missouri Historic Preservation Fund Grant Application to develop design Guidelines for the Victorian Towers District – Mayor Dawson

V. OTHER BUSINESS

A. APPOINTMENTS

New

- * Appoint Rhonda Ahern – Planning & Zoning Commission – Completing Greg Nehring's Term Ending June 2023

B. LIQUOR LICENSES

New (Special Event – Central Bank Christmas Party – The Venue – December 17, 2022 – 5 PM – 9 PM):

* Kristy Long dba Wildlife Ridge Winery, 34751 Miller Road, Smithton, MO 65350, \$15

Renewal:

* Cathy Geotz dba Break Time #3084, 318 W Broadway, Packaged Liquor, \$150

* Alex Bohannon dba State Fair Eagle Stop, 1515 Thompson Blvd, Packaged Liquor and Sunday Sales, \$450

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

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

VIII. Closed Door Meeting – Motion and Second to move into closed door meeting in the upstairs conference room pursuant to Subsections 1 (Legal Advice), 2 (Real Estate), 9 (Employee Negotiations Work Product) 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

IX. ADJOURN MEETING

A. Motion and second to adjourn meeting

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

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

POSTED ON NOVEMBER 4, 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, November 7, 2022, 6:30 p.m.

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

1. Director Dannelle Lauder will present the Joint Communications Budget. In September of 2020, the City entered into an agreement with Pettis County and Pettis County Ambulance District (PCAD) to provide central dispatch of all 911 services in Pettis County to include Sedalia. Included in this agreement is the process for presenting the budget to each of the parties to gain agreement on funding levels. Entering the agreement, we anticipated the \$1.00 any device fee approved by the voters in 2019 would generate \$500,000 to \$700,000 annually. As we discussed then, the equipment we all were using was severely out of date and beyond its useful life. Therefore, the any device fee was critically important to generate a funding source for a complete redesign of the system to facilitate utilization of technology to make us more effective in handling emergency calls. However, this fee does not cover all the costs to operate the central dispatch. The agreement sets up the process to fill this gap in funding to operate joint communications. The agreement calls for each party to put in their proportionate share to fill the gap up to the following amounts; \$300,000 from Sedalia, \$150,000 from PCAD, and \$200,000 from Pettis County. If an additional gap exists above these levels, the board of directors shall approach each of the parties to gain further approval and if such approval is granted, the parties would share equally in the excess funding requirements. Each year the proposed budget is presented to the board and then to each of the parties involved, so this is the presentation for this year to the City called for in the agreement.
2. During the strategic planning and budgeting process last year, Council adopted a plan to replace the aging Central Fire Station with two more strategically located stations to accommodate our growing community needs. The plan calls for a phased approach starting with the design of the facilities this fiscal year, which was included in the current budget. In accordance with our procurement policies related to architects, staff sent out a request for qualifications and set up a review committee to select the best-qualified firm. We received nine proposals that the committee reviewed. Based on the initial review, two firms were clearly the top-rated firms of each of the committee members. These firms were brought in to interview with the committee and then each member gave a final scoring of these firms. Hoefer Welker, LLC out of Leewood Kansas, ultimately was the highest rated firm. After some time of legal review and negotiations, staff now has an agreement they are recommending to Council for approval. The agreement follows the phased approach presented in the capital improvements plan. The design fees are roughly 7.7% of the budgeted construction costs of \$2.7M for the first station and then 5% for the second station, as long as it is the same. The training facility would be Phase III and would be at 7.7% of a \$1M construction budget. Staff recommends approval.

3. The police department applied for and was awarded two grants through the Missouri Department of Homeland Security of \$3,927.99 and \$14,755.00. These grants are aimed at funding needs of the community to help protect soft targets and crowded spaces. In accordance with the application and award, these grants will be used to offset the costs of additional drone equipment. Drones have proven to be effective tools in providing the surveillance and intelligence over an area with one or two officers that would take many officers to accomplish the same tasks. Likewise, a drone operator can stay in cover while searching for dangerous suspects, greatly improving officer safety. Staff recommends acceptance of both grants.
4. Over the last year, the police department has been utilizing grants to replace the aging radar equipment in the patrol cars. The grant revenues along with the expenditures of \$13,000 are included in the approved budget for this fiscal year. Stalker Radar has provided a quote under the state cooperative purchasing contract to supply four units at \$2,895 each, and if we buy four at one time will supply a fifth one for free, bringing the total cost to \$11,580 for five units. Staff recommends acceptance of the sales order.
5. Staff has learned of a grant opportunity that would fund the equipping of control boxes on stoplights that would allow emergency vehicles to trigger turning the signals to clear the intersections they are coming up on when they are responding to emergency calls. This is particularly important in areas like along Broadway where medians can effectively trap first responders behind cars in each lane at a red light causing precious minutes of delay. Likewise, this equipment would greatly improve the safety of not only the first responders, but other motorists as well. Staff recommends approval of a resolution to authorize staff to apply for a grant to fund this project.

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

1. In accordance with state statutes, each year Council must by ordinance call for a general election to be held for the expiring terms of city elected officials.
2. Staff has worked with legal to add provisions to the City Code to provide a method for stopping businesses to continue operations without obtaining a valid business license. It is currently unlawful to operate a business without a license. However, the current means for enforcing this law is essentially court summons and imposing fines. The proposed ordinance changes add the opportunity to serve an unlicensed business an order to cease all operations, and to consider anyone continuing to operate such business as trespassing. Staff recommends approval.
3. Shannon Ramey-Trull, Human Resources Director, has been working on updating many of our personnel policies. As she is working through these, we have presented to Council for direction a few of the major areas of proposed changes. One such area was how we handle our drug and alcohol policies. For example, an area of concern has been post-accident testing, particularly in off hours. Many times, it has become problematic, or at least time consuming, to send an employee for testing to meet the current policies after an accident. Technological advances in saliva swabs have improved the reliability and ease of use over the years, making these much more convenient and less costly solutions. Therefore, Shannon has rewritten the policies to stream line them and include other options for testing such as saliva swabs.

We also have been successful in obtaining a grant that offsets overtime costs for traffic safety enforcement events. The grant this year allows for reimbursement of up to double time when working under these grant supported activities as long as it is in our policies. Therefore, staff recommends adding a section to our overtime policies to allow compensation to our police officers for overtime while working on grants such as this at two times their base rate.

4. Monte Richardson, IT Director, has applied for and was awarded a grant to help us improve our cyber security. The grant is through the Missouri Department of Public Safety and Homeland Security in the amount of \$15,000 and is aimed at helping local jurisdictions such as the City with cybersecurity preparedness to prevent terrorism and other catastrophic events. Staff recommends acceptance of the grant award and approval of the grant agreement.

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

1. Brenda Ardrey, our Public Works Director, will continue this year's presentations of strategic planning for each department. Brenda will present at this meeting an overview of the plans for the Street, Sanitation / Solid Waste Disposal, and Right of Way Maintenance Departments.

As a reminder, I ask that in each of the individual presentations that they address the following four questions:

- a) Why is the service needed?
- b) Why should the City be doing it?
- c) What level of service are we providing now?
- d) How are we going to accomplish it? In other words, strategies going forward for services including any major budget requests related to new or expanded initiatives.

These presentations will all lead up to and set the stage for the Council strategic planning session on January 7th (the first Saturday in January). During this session, we review the highlights of each of these individual department strategic plans to bring them together into an overall plan for the City, to include setting relative priorities. This high-level direction from Council then becomes the basis for the budget development to match that strategy. We will then have budget work sessions February through March, culminating with a budget adoption the last meeting in March.

2. Steven Boyko has requested utility services from the City for property located outside the city limits. Staff has negotiated an agreement that in return for extending services, they would grant the perpetual right of the City to annex the property if it ever becomes contiguous to the city limits. This agreement is consistent with past practices and agreements in other similar situations and staff recommends approval.
3. Joseph and Karolena Gudishvili have also requested utility services from the City for property located outside the city limits. Staff has negotiated an agreement that in return for extending services, they would grant the perpetual right of the City to annex the property if it ever becomes contiguous to the city limits. This agreement is consistent with past practices and agreements in other similar situations and staff recommends approval.

4. Staff has identified a grant made available through the Missouri Department of Economic Development (MDED) referred to as a Community Revitalization Program. This grant is aimed at revitalization efforts in disproportionately impacted areas within certain qualified census tracts, which the North Central area of Sedalia qualifies for. Staff proposes making an application to repair and replace sidewalks within this area, which is in keeping with our comprehensive plan goals of creating walkable neighborhoods. We believe we can make a strong application for this funding and in doing so, make a huge impact on this area and accelerate our plans of neighborhood revitalization. This grant is utilizing Federal American Rescue Plan Act (ARPA) funds, and the passthrough agency, MDED, is recommending a 50% local match. Therefore, staff is recommending our application includes a 50% match. The funds will not need to be spent until September of 2026, so it gives us a couple budget years to spread the match and work over. With this in mind, staff recommends applying for \$767,760 in grant funds, which would in turn commit matching funds in an equal amount to make a total project estimate of \$1,535,520.
5. In 2020 the City entered into an agreement with S and A Equipment and Builders, LLC for a per square foot costs of replacement of various sidewalks. This contract allowed for four one-year extensions with an escalator clause in accordance with the Consumer Price Index (CPI). This year however, in negotiation of a proposed extension, the vendor indicated that labor and materials specific to this project were much more than the overall CPI and is thereby requesting a higher increase. Staff reviewed the market and consulted with other vendors and determined a rebidding process would likely result in similar, if not greater, pricing. Therefore, staff recommends approval of an extension of the contract with a new price per square foot of \$9.97 for sidewalk replacements.

Also in reviewing the needs, staff has identified projects totaling \$237,854.82, which exceeds the current budget allocation for sidewalks. To cover this shortfall, staff recommends moving funds from underutilized areas of street maintenance in the Chip and Seal program. Although this does not represent an increase in the total expenditures within these line items, since it does represent a change in the intent of the budget allocation, in the spirit of transparency, staff recommends formal approval of a budget modification.

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

1. Community Development Code Enforcement has been receiving numerous complaints about neighbors storing or parking several trailers, campers, motor homes, and recreational vehicles around their properties. This often takes away from the esthetics of the area, as well as, consumes a disproportionate share of the on-street parking, leaving little or no close parking for other residents or businesses. Therefore, staff worked with legal counsel to develop a proposed amendment to the Code of Ordinances to regulate the number and where these units can be parked in order to help neighbors better cohabitate together.
2. Over the last couple years, the lack of availability of replacement vehicles has created many challenges as we have several in our fleet that are beyond their useful lives. Chief Wirt has been successful in locating used patrol vehicles from the Missouri and Kansas Highway Patrols. These vehicles are not ideal, but help fill the gap for a year or two. As Chief Wirt was working with his contacts for these vehicles he also enquired about any pickups that they may have available, knowing that various other departments need these. The Missouri Highway

Patrol does have a F250 crew cab truck that they are selling as surplus for \$39,000. Upon investigation, the truck has been well cared for and would suit the needs of building maintenance very well. The current truck being utilized by building maintenance is over 20 years old and has had frequent breakdowns, impeding their ability to effectively and efficiently perform their function. Staff recommends approval of the purchase and a budget amendment to appropriate the funding in this department.

3. John Simmons, Community Development Director, has identified a grant through the State Historic Preservation Office. The Sedalia Historic Preservation Commission has recommended applying for a grant under this program to create design guidelines intended to assist property owners with best practices for the renovation and restoration of historic homes in the Victorian Towers Historic District. Grant applications that include matching funds in excess of 50% score higher, so staff recommends an application for \$20,000 grant funds, with a \$20,000 cash match, and \$10,000 in-kind labor match.

Office of the Mayor

TO: Members of City Council

FROM: Mayor Andrew Dawson

DATE: November 3, 2022

RE: New Appointment

I would like to make the following recommendation:

New Appointment:

BOARD/COMMITTEE	MEMBER	TERM
City Council – 3 rd Ward		
	Bob Hiller	Filling a vacancy for Lucas Richardson's seat until the next municipal election



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
OCTOBER 17, 2022

The City has an on-line broadcast of Council Meetings available both live and recorded by going to <https://global.gotomeeting.com/join/578973061>.

The Council of the City of Sedalia, Missouri duly met on Monday, October 17, 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 followed by the Pledge of Allegiance.

ROLL CALL:

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

SERVICE/SPECIAL/RETIREMENT AWARDS: None

MINUTES: The Council Meeting minutes of October 3, 2022 were approved on motion by Oldham, seconded by Cross. All present in favor. Boggess was absent.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:

The Citizen's Traffic Advisory Commission minutes dated July 13, 2022 were accepted on motion by Oldham, seconded by Foster. All present in favor. Boggess was absent.

Councilwoman Foster noted a discrepancy in the August 31, 2022 Planning & Zoning Commission minutes. They show John Kehde being both absent and present. Motion by Foster, seconded by Robinson to table the acceptance of the minutes to the November 7, 2022 Council Meeting. All present in favor. Boggess was absent.

ROLL CALL OF STANDING COMMITTEES:

FINANCE & ADMINISTRATION – Chris Marshall, Chairman; Jack Robinson, Vice Chairman

Presentation - Audit Results

Amanda Schultz and Kristen Brown, with Williams Keepers, presented the audit results for the fiscal year ending March 31, 2022. The only significant change is Bothwell Regional Health Center and Sedalia Public Library should be reported as discrete public component units instead of blended units.

A single audit was performed because the City had federal expenditures of \$1,138,343. Internal control and compliance reported a significant deficiency that relates to the preparation of the City's financial statements and significant adjustments were proposed as part of the audit. Adjustments are related to year end accrual entries and balances and GASB 34 activity/balance. This will be addressed in preparation for next year's audit and resolved for fiscal year 2023.

No transactions were considered unusual and there were no changes in accounting policies during fiscal year 2022. Estimates that affect financial statements were evaluated and found reasonable. Financial statement disclosures are neutral, consistent and clear and all are included. Accounting records are in good order, however, significant adjustments were proposed. There were no disagreements with management, no difficulties performing the audit and auditors received full cooperation from City Staff. In fiscal year 2023, GASB 87 (leases) and GASB 91 (conduit debt obligations) will be implemented and could affect the City. For GASB 87, Operating leases will be recorded as a right of use asset and/or financing lease instead of an expense. GASB 91 includes adding footnote disclosures to provide clarity but no proposed adjustments to statements.

No deficiencies were identified as a “deficiency in internal control” or “material weakness”, however, a “significant deficiency” was found regarding the preparation of financial statements, which is the same as in the Single Audit. Other internal control deficiencies were found but didn’t meet the criteria for “significant deficiency” or “material weakness”.

Financial Update: Sales & Use Tax is up \$530,000 (5.4% increase) with a budget variance of \$133,971. Franchise Tax (Gas & Electric) are up with gas being consistently higher month over month and electric being higher than July. Transportation Taxes, gas is up 13.6% and vehicle sales tax is up 8.4%. The majority of Property Taxes come in during the months of December and January.

Presentation: Insurance Renewal

Human Resources Director Shannon Ramey-Trull presented information on insurance renewals for medical, dental, vision, life/supplemental and ancillary (Short Term Disability, Accident, Critical Illness and Hospital Indemnity). The City went out for bids for an insurance broker and IMA was selected with an effective date of October 1, 2022.

Medical Insurance: Initial renewal quotes from Blue Cross/Blue Shield came in at an increase of 1.5%. IMA went back to Blue Cross and was able to get the renewal rate down to 0% with proposed changes.

Proposed Changes:

HSA 3000 – 166 employees enrolled; No plan changes; \$100.00 City HSA contribution; Cost sharing – pay 25% of dependent coverage. Rates: **City Portion** – Employee Only \$543.64, Employee/Spouse \$683.14, Employee/Children \$665.96; Family \$801.87; **Employee Portion** – Employee Only - \$0.00, Employee/Spouse \$448.51, Employee/Child \$366.96, Family \$774.70.

PPO 3000 – 57 employees enrolled; No plan changes; Employee contribution increased from \$0.00 to \$35.00/mo. Rates: **City Portion** - \$543.64 across the board; **Employee Portion** – Employee Only \$34.70, Employee/Spouse \$670.88, Employee/Child \$555.21, Family \$1,133.56.

PPO 4500 – 7 employees enrolled; Increase deductible from \$4,500 to \$5,000; 25% cost sharing for dependent coverage. Rates: **City Portion** - Employee Only \$541.58, Employee/Spouse \$688.82, Employee/Child \$662.05, Family \$795.90; **Employee Portion** - Employee \$0.00, Employee/Spouse \$448.51, Employee/Child – \$366.96, Family \$774.70.

HSA 3000		
	Current	Proposed
Ded. (Single/Family)	\$3,000/\$6,000	\$3,000/\$6,000
Coins (Plan/Member Pay)	80% / 20%	80% / 20%
Embedded Ded./OOP Max	Embedded	Embedded
Total OOP (Single/Family)	\$6,500 / \$13,000	\$6,500 / \$13,000
Office Visit (Primary/Specialist)	80% After Ded.	80% After Ded.
Diagnostic (Lab.)	Ded. & Coins	Ded. & Coins
Diagnostic X-Ray	Ded. & Coins	Ded. & Coins
Advanced Imaging	Ded. & Coins	Ded. & Coins
Urgent Care Facility	Ded. & Coins	Ded. & Coins
Emergency Room	Ded. & Coins	Ded. & Coins
Inpatient Hospital	Ded. & Coins	Ded. & Coins
Outpatient Facility	Ded. & Coins	Ded. & Coins
Inpatient MH/SUD	Ded. & Coins	Ded. & Coins
Out Patient MH/SUD	Ded. & Coins	Ded. & Coins
Spinal Manipulation	Ded. & Coins	Ded. & Coins
Prescription Drugs:		
Tier 1	100% after Ded.	100% after Ded.
Tier 2	100% after Ded.	100% after Ded.
Tier 3	100% after Ded.	100% after Ded.
Mail Order	100% after Ded.	100% after Ded.
Enrollment & Cost:		
Employee Only	\$552.79	\$543.64
Employee/Spouse	\$1,160.87	\$1,141.65
Employee/Child	\$1,050.30	\$1,032.92
Employee/Family	\$1,603.09	\$1,576.57

PPO 3000		
	Current	Proposed
Ded. (Single/Family)	\$3,000/\$6,000	\$3,000/\$6,000
Coins (Plan/Member Pay)	80% / 20%	80% / 20%
Embedded Ded./OOP Max	Embedded	Embedded
Total OOP (Single/Family)	\$6,500 / \$13,000	\$6,500 / \$13,000
Office Visit (Primary/Specialist)	\$0 / \$100 Copay	\$0 / \$100 Copay
Diagnostic (Lab.)	Ded. & Coins	Ded. & Coins
Diagnostic X-Ray	Ded. & Coins	Ded. & Coins
Advanced Imaging	Ded. & Coins	Ded. & Coins
Urgent Care Facility	\$50 Copay	\$50 Copay
Emergency Room	\$250 Ded. & Coins	\$250 Ded. & Coins
Inpatient Hospital	Ded. & Coins	Ded. & Coins
Outpatient Facility	Ded. & Coins	Ded. & Coins
Inpatient MH/SUD	Ded. & Coins	Ded. & Coins
Out Patient MH/SUD	Ded. & Coins	Ded. & Coins
Spinal Manipulation	\$50 Copay & Coins.	\$50 Copay & Coins.
Prescription Drugs:		
Tier 1	\$5	\$5
Tier 2	\$50	\$50
Tier 3	\$100	\$100
Mail Order	\$12.50 Tier 1	\$12.50 Tier 1
	\$125 Tier 2	\$125 Tier 2
	\$250 Tier 3	\$250 Tier 3
Enrollment & Cost:		
Employee Only	\$554.16	\$578.34
Employee/Spouse	\$1,163.74	\$1,214.52
Employee/Child	\$1,052.91	\$1,098.85
Employee/Family	\$1,607.08	\$1,677.20

PPO 4500		
	Current	Proposed
Ded. (Single/Family)	\$4,500 / \$9,000	\$5,000 / \$10,000
Coins (Plan/Member Pay)	80% / 20%	70% / 30%
Embedded Ded./OOP Max	Embedded	-
Total OOP (Single/Family)	\$7,500 / \$15,000	\$7,500 / \$15,000
Office Visit (Primary/Specialist)	\$25 / \$100	\$50 / \$100
Diagnostic (Lab.)	Ded. & Coins	-
Diagnostic X-Ray	Ded. & Coins	-
Advanced Imaging	Ded. & Coins	-
Urgent Care Facility	\$50 Copay	\$100
Emergency Room	\$250 Ded. & Coins	-
Inpatient Hospital	Ded. & Coins	-
Outpatient Facility	Ded. & Coins	-
Inpatient MH/SUD	Ded. & Coins	-
Out Patient MH/SUD	Ded. & Coins	-
Spinal Manipulation	\$100 Copay & Coins	-
Prescription Drugs:		
Tier 1	\$5	\$20
Tier 2	\$50	\$75
Tier 3	\$100	\$150
Mail Order	\$12.50 Tier 1	\$40.00 Tier 1
	\$125.00 Tier 2	\$150.00 Tier 2
	\$250.00 Tier 3	\$300.00 Tier 3
Enrollment & Cost:		
Employee Only	\$552.32	\$541.58
Employee/Spouse	\$1,159.87	\$1,137.33
Employee/Child	\$1,049.41	\$1,029.01
Employee/Family	\$1,601.73	\$1,570.60

Net Totals – Renewal with no changes - \$0.00; Renewal with proposed changes is approximately 4.6% increase or \$70,262 increase net of estimated commission changes (budgeted 5% increase).

Voluntary Benefits: No rate changes to Vision Insurance, Voluntary Life Insurance, Dental Insurance and Ancillary.

Motion by Foster, seconded by Robinson to approve the proposed changes as presented. All present in favor. Boggess was absent.

➤ The Ordinance is to adopt a formalized code of conduct for City volunteers.

BILL NO. 2022-172, ORDINANCE NO. 11666 – AN ORDINANCE ADOPTING A VOLUNTEER CODE OF CONDUCT FOR THE CITY was read once by title.

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

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

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

➤ Sign & Stay Pay will provide employees an incentive to continue to work for the City. Full-time employees will receive payouts of \$500 on December 2, 2022 and March 10, 2023.

RESOLUTION NO. 1989 – A RESOLUTION AUTHORIZING AN INCREASE IN BUDGETED EXPENDITURES FOR THE FISCAL YEAR 2022-2023 RELATING TO THE SIGN & STAY PAY INCENTIVES was read once by title and approved on motion by Oldham, seconded by Foster. All present in favor. Boggess was absent.

BILL NO. 2022-173, ORDINANCE NO. 11667 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023 REGARDING SIGN & STAY PAY FOR EMPLOYEES was read once by title.

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

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

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

➤ On October 28, 2022, The Liberty Center is showing the Rocky Horror Picture Show and would like open container laws waived and also block off 5th Street in front of the Liberty Center from 6:00 p.m. to 11:00 p.m. The special event permit allows open containers of alcohol and security and conditions are consistent with similar events.

BILL NO. 2022-174, ORDINANCE NO. 11668 – AN ORDINANCE WAIVING OPEN CONTAINER LAWS AND IMPOSING OTHER CONDITIONS RELATING TO THE LIBERTY CENTER ASSOCIATION FOR THE ARTS’ ROCKY HORROR PICTURE SHOW EVENT was read once by title.

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

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

Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Cross and Bloess. Foster abstained due to being a member of the Liberty Center Board. No one voted “No”. Boggess was absent.

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

Strategic Planning Presentation: Cemetery Department

Cemetery Director Roger Waters stated the Cemetery Department provides casket and cremation burials in-ground and above ground in Columbarium’s. Since Crown Hill was founded in February 1866, there have been 24,706 burials thru September 2022. There have been 100 burials, 57 grave lots and 14 niches sold this year. Cemetery personnel sets military government markers for veterans and oversees the monument companies setting the headstones with proper location and footing for the size of the stones. 41 headstones and 14 military markers have been set this year. During the spring, summer and fall cemetery

personnel mow approximately 70 acres per week and in the winter are straightening headstones, trimming trees, working on mowing equipment and clearing snow from roadways.

Hebrew Cemetery located on South Grand has been owned by the City since 2001. There are 235 people buried at the cemetery. Calvary Cemetery belongs to the Catholic Church, opened in 1868 and lies within Crown Hill Cemetery. There have been 3,902 burials in Calvary Cemetery thru September 2022 and the City collects monthly fees for maintenance and fees for the opening and closing of the grave lots.

Strategies include plotting new areas for burials and new roads in the next 2 years. There are 2,080 grave lots left to sell in the new addition and approximately 500 aren't usable due to water issues and being next to roadway ditches. The Columbarium installed in November 2019 has 64 Niches with 46 sold. The new Columbarium ordered in July 2022 costs approximately \$21,500.00 and will take at least 8 months or longer to arrive and be installed.

Mr. Waters stated that he as well as neighbors are against selling the property at 1030 North Engineer. The property was purchased for expansion of the cemetery and is located next to Calvary Cemetery. It is high ground, drains well and has no underground utilities. Overhead electrical service runs along the East side of Engineer. If the property is developed into residential housing or school buildings, it would increase traffic, increase water runoff causing flooding in the cemetery and more safety issues with employees going back and forth from the cemetery with vehicles and equipment.

The property West of Veterans Memorial Drive purchased by the City in 2021 is suitable for a cremation burial area due to the trees. Mr. Waters stated that he would also like to make walking trails in this area. The property catches water and changing how the water drains would be needed. Cemetery staff is working to stop mischief in the area and the Public Works Department is helping clean to make it safer and look like a cemetery/park area.

- An emergency purchase was made for equipment repair for the belt press located at the Central Plant. A budget amendment is needed for the purchase of the belt in the amount of \$11,330.83.

RESOLUTION NO. 1990 – A RESOLUTION AUTHORIZING AN INCREASE IN BUDGETED EXPENDITURES FOR THE FISCAL YEAR 2022-2023 RELATING TO THE REPAIR OF THE BELT PRESS-CENTRAL PLANT was read once by title and approved on motion by Oldham, seconded by Marshall. All present in favor. Boggess was absent.

BILL NO. 2022-175, ORDINANCE NO. 11669 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023 REGARDING REPAIR TO BELT PRESS-CENTRAL PLANT was read once by title.

2nd Reading – Motion by Oldham, 2nd by Robinson. All present in favor. Boggess was absent.

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

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

BILL NO. 2022-176, ORDINANCE NO. 11670 – AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR REPAIR/REPLACE PARTS ON BELT PRESS AT THE CENTRAL PLANT was read once by title.

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

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

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

- Pumps at the 32nd Street Lift Station have started to fail. Staff suggests amending the budget and purchasing a pump from FTC Equipment, LLC in the amount of \$21,570.34 and replace the 2nd pump next fiscal year.

RESOLUTION NO. 1991 – A RESOLUTION AUTHORIZING AN INCREASE IN BUDGETED EXPENDITURES FOR THE FISCAL YEAR 2022-2023 RELATING TO THE PURCHASE OF REPLACEMENT PUMP AT 32ND STREET LIFT STATION was read once by title and approved on motion by Oldham, seconded by Robinson. All present in favor. Boggess was absent.

BILL NO. 2022-177, ORDINANCE NO. 11671 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023 REGARDING PURCHASE OF REPLACEMENT PUMP AT 32ND STREET LIFT STATION was read once by title.

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

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

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

BILL NO. 2022-178, ORDINANCE NO. 11672 – AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR PURCHASE OF PUMP FOR 32ND STREET LIFT STATION was read once by title.

2nd Reading – Motion by Oldham, 2nd by Robinson. All present in favor. Boggess was absent.

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

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

- Contractors are installing fiber optics through town and with permit revenue generated, a budget amendment is needed to appropriate funds for inspections.

RESOLUTION NO. 1992 – A RESOLUTION AUTHORIZING AN INCREASE IN BUDGETED EXPENDITURES FOR THE FISCAL YEAR 2022-2023 RELATING TO UTILITY INSPECTORS FOR EXCAVATION IN RIGHT-OF-WAY was read once by title and approved on motion by Oldham, seconded by Marshall. All present in favor. Boggess was absent.

BILL NO. 2022-179, ORDINANCE NO. 11673 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023 REGARDING UTILITY INSPECTORS FOR EXCAVATION IN RIGHT-OF-WAY was read once by title.

2nd Reading – Motion by Oldham, 2nd by Robinson. All present in favor. Boggess was absent.

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

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

- The next phase of water distribution system improvements will be in the area along Grand from 20th Street to 32nd Street. The design work will be added to the City’s contract with Wilson & Company in the amount of \$77,500.

BILL NO. 2022-180, ORDINANCE NO. 11674 – AN ORDINANCE APPROVING AND ACCEPTING A SCOPE OF SERVICES FOR WATER SYSTEM MAINTENANCE ON SOUTH GRAND AVENUE FROM WEST 20TH STREET TO THE CITY LIMITS was read once by title.

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

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

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

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

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

- Animal Services Manager, Randi Battson, developed a plan to reduce the number of animals that are repeatedly allowed to be a nuisance and worked with Legal to impose regulations.

BILL NO. 2022-181, ORDINANCE NO. 11675 – AN ORDINANCE AMENDING SECTION 8-143 OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI RELATING TO DOGS AND CATS RUNNING AT LARGE was read once by title.

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

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

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

APPOINTMENTS:

The following appointment was read and approved on motion by Cross, seconded by Marshall. All present in favor. Boggess was absent.

Sedalia Public Library Board

*Emily Schmidt – Completing Chris Paszkiewicz’s term ending June 30, 2024

BIDS: None

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

New:

*Kristy Long dba Wildlife Ridge Winery, 34751 Miller Road, Smithton, MO 65350, Special Event (Child Safe Dessert Auction – November 22, 2022, 8:00 a.m. to 9:00 p.m. – The Foundry, 324 W 2nd)

Renewal:

*Crystal Sims dba Woods Express #570, 703 E Broadway, Packaged Liquor & Sunday Sales

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilman Cross commended the Fire Department for their fast arrival to a fire on South Kentucky on Sunday, October 16, 2022. He stated it only took the Fire Department about 5 minutes to arrive.

Councilman Oldham stated the Sedalia Downtown Alliance had their first Spirit Walk on Saturday, October 15, 2022 and it was interesting and a good history lesson. He commended Downtown Planner, Joleigh Cornine, and everyone that was involved. He also added that the Central Regional Missouri Municipal League meeting will be on Wednesday, October 19, 2022.

City Administrator Kelvin Shaw officially congratulated Jason Myers on becoming City Clerk.

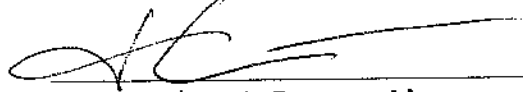
GOOD & WELFARE:

Sandra Clark, 640 East 9th, stated there is a city ordinance allowing cows and horses within city limits, but not goats and would like to get that changed. She has 3 goats and has asked Police about them and they told her they are ok to have. She just purchased her house in February 2022 and it has 2 city lots with a fence and added she would sell the house and move so she wouldn’t have to get rid of her goats. She has been to court and would like to hear something before her next court date in January 2023. Mayor Dawson stated he would look into it.

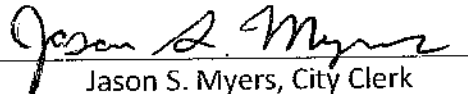
The meeting adjourned at 7:55 p.m. on motion by Oldham, seconded by Marshall to a closed door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate) and 12 (Negotiated Contracts) of Section 610.021 RSMo. Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Cross, Foster and Bloess. No one voted "No". Boggess was absent.

The regular meeting reopened at 8:22 p.m. and closed on motion by Oldham, seconded by Robinson. All present in favor. Boggess was absent.

THE CITY OF SEDALIA, MISSOURI



Andrew L. Dawson, Mayor



Jason S. Myers, City Clerk



Let's Cross Paths

PLANNING & ZONING COMMISSION

Wednesday, August 31, 2022

Council Chambers

5:30 pm

Planning & Zoning Commission

Greg Nehring	Absent	Andrew Dawson	Present
Ann Richardson	Present	Teresa McDermott	Absent
John Kehde	Absent	Brenda Ardrey	Present
Valerie Bloess	Present	Connie McLaughlin	Present
Kevin Wade	Present	Jerry Ross	Absent
Chris Marshall	Present		

STAFF:

Kelvin Shaw
John Simmons
Jilene Streit

Kevin Wade, Chairman called the meeting to order.

- Andrew Dawson made a motion to open the public hearing for addition to Section 64-124 adding “and/or animal remains” to that section. Chris Marshall seconded. All in favor.
- Addition to section 64-124 adding “and/or animal remains” to Special Use Permit Section. John Simmons presented the information, City realized the language defining Special Use permits did not include animal crematory, however, we do have one in existence though special use permit, it’s the secondary line of business at Heckart Crematory. They opened the human remains back in 2014 and then added the animal at a later date. It was pointed out by our municipal attorney that since it doesn’t specifically say animal remains in there it refers to disposal of the human dead. Speaking to our attorney as well as people in the industry, animal remains are basically the same biological remains as human remains so it makes sense to bring this to your attention to add the inclusion of and/or animal remains to the end of that sentence in the zoning code so these will be the things you can apply for a Special Use Permit. So it will read Section 64-124 #4 – Cemeteries, mausoleums or crematories for the disposal of the human dead &/or animal remains. This is what we are proposing that you would make a recommendation to City Council to approve the ordinance that would amend that section of the code to include animal remains. Val Bloess asked if this was just for cats & dogs? John Simmons said it’s mainly for cats & dogs but could be for other animals. Dr. McNeal indicated this unit would not accept a horse. It’s up to 200 or so pounds or less. Mayor Dawson said to be fair what we are looking at is an amendment to the zoning code so you could have someone who did want to do a horse crematory come in fill out a Special Use Permit application, if this passes and they could submit that & this

committee would look at that. John said with this it would open it up to anyone that wanted to open an animal crematorium. The state regulates the emissions from crematories, they are monitored and reviewed by the State of Missouri. Mayor Dawson asked if staff has a recommendation? John Simmons indicated the staff recommends approval. No other questions from the commission or from the public. Ann Richardson made the motion to close the public hearing. Mayor Dawson seconded. All in favor.

- Chris Marshall made the motion to open the public hearing for the Special Use Permit for 1520 W Spring St. Mayor Dawson seconded the motion. All in favor.
- John Simmons presented the information, this application is being brought forward from Dr. Chad McNeal of McNeal Properties. Property is almost ½ acre off Spring Street. His desired use of the property is an animal crematorium. With this application what would happen is since you've made a recommendation to council on the language, your recommendation on this application would be contingent upon council approving the amended language to the zoning code. Present use M-1 light industrial. Looking at having this developed before December, 2022, the equipment has been on order. The building is an existing structure on the property. Staff recommendation to council is for Planning & Zoning to approve this permit it's generally covered as allowable should council accept the language amendment to the zoning code. Will not injure the appropriate use of neighboring properties, conforms to the general intent and purpose of the special use permit and conforms to the 2021 City of Sedalia Comprehensive Plan which identifies future land use at this location as continuing pattern. Brenda Audrey wanted to confirm that error emissions are regulated by the Department of Natural Resources? John said that is what we experienced when going through the Heckart crematorium that those are regulated by the State. Val Bloess asked, so anyone asks for one of these it has to be an M-1 zoning? John Simmons responded, no it does not. John Simmons said in the special use permit there is a list of items that can be used in different zoning with a special use permit. The Planning & Zoning needs to look at the context of would a crematory fit in the middle of R-1? Connie McLaughlin asked if there were any exceptions that could be written in? Not to be in residential, only commercial or light industrial? Kevin Wade said it's a very sophisticated system, a very small factory, wouldn't even notice it's operating, is his understanding.
- Pam Hunter, Manager of Liberty Tambo Apartments, & Lisa Braverman, are concerned about the smell. Would there be any time the smell would be offensive to the elderly? Dr. McNeal of Thompson Hills Animal Clinic answered, the goal would be the same, our clinic is clean, smell proof. Would be able to drive vehicle in so no neighbors would see anything happening. Will be coolers & freezers for the storage of the animals. This unit is essentially a human unit with 3 separate chambers for individual cremation. Will actually increase the quality of private cremation that it can be done within over 100 miles of Sedalia. Volume will be quite high, will be able to service surrounding areas. Will probably only see heat vapors once or twice a week, no smell. Current human & animal crematory is right next to residential, it's a high end machine. John Simmons said when did Heckart crematory that question came up quite a bit from the neighborhood and regulations were the same, no odor detected. Dr. McNeal said it burns on 1800 degrees so no smoke just heat vapors. Traffic will have to come off Spring Street. The City is building a connector from Autumn to connect to Main Street. Dr. McNeal said he hopes in the future to be able to assist the Animal Shelter, road kill, other than just pets seen in his clinic.
- No further discussion, Andrew Dawson made the motion to close the public hearing. Chris Marshall seconded the motion. All in favor.

- Roll call was taken.
- Chris Marshall made the motion to approve the April 6, 2022 meeting minutes. Connie McLaughlin seconded the motion. All in favor.

Old Business:

- None

New Business:

- Addition to Section 64-124 adding “and/or animal remains”. John Simmons said he didn’t have anything more to add, however, Connie & Val had questions about adding specific exceptions & limitations. John Simmons would recommend against it because when start putting all the different layers, they can just take up the application to the Planning & Zoning Commission. Kevin Wade agrees that those issues get into the actual Special Use Permit. Ann Richardson made the motion to approve the changes in language. Chris Marshall seconded the motion. All in favor YES – 7 NO – 0.
- Special Use Permit application for 1520 W Spring Street. Making recommendation to Council to approve the Special Use Permit. This is contingent upon Council approving the addition to Section 64-124 language. Mayor Dawson made the motion to approve this Special Use Permit at 1520 W Spring St. Chris Marshall seconded the motion. All in favor YES – 7 NO – 0. These items will go to council September 6, 2022.

Other Business:

- The Commission will also receive the results from the Transitional Services Committee. The Mayor’s adhoc committee to determine how to accommodate transitional services in the zoning code as well as address the Special Use Permit portion of this zoning code & how that would apply to transitional services. Will get the materials to you in September prior to the October meeting. Legal counsel recommended Planning & Zoning have a work session then come back with public hearing.

Next meeting – October 5, 2022

Chris Marshall made the motion to adjourn the meeting. Mayor Dawson seconded. All approved.

Minutes revised to reflect changes of attendees



Let's Cross Paths

PLANNING & ZONING COMMISSION

Wednesday, October 12, 2022

Council Chambers

5:30 pm

Planning & Zoning Commission

Greg Nehring	Absent	Andrew Dawson	Present
Ann Richardson	Present	Teresa McDermott	Present
John Kehde	Absent	Brenda Ardrey	Present
Valerie Bloess	Present	Connie McLaughlin	Present
Kevin Wade	Present	Jerry Ross	Present
Chris Marshall	Present		

STAFF:

Kelvin Shaw
John Simmons
Jilene Streit
Joe Lauber

1. Kevin Wade, Chairman called the meeting to order.
2. Roll Call
3. Ann Richardson made the motion to accept the August 31, 2022 meeting. Chris Marshall seconded the motion. All approved.
4. Election of Officers:
 - a. Chairman – Ann Richardson nominated Kevin Wade to remain as Chairman. Terri McDermott seconded the nomination. No other nominations or objections. All approved.
 - b. Vice-Chairman – Connie McLaughlin nominated Ann Richardson to serve as Vice-Chairman. Mayor Dawson seconded the motion. No other nominations or objections. All approved.
 - c. Secretary – Connie McLaughlin nominated Brenda Ardrey to serve as Secretary. Ann Richardson seconded. No other nominations or objections. All approved.
5. New Business:

John Simmons described there are three items of new business, historic landmark nomination and ordinance to cumulative zoning in the zoning ordinance then will tackle the transitional services work sessions.

 - a. George R. Smith historic landmark nomination -

i. John Simmons spoke that part of the process for designating local historic landmarks requires the Sedalia Historic Preservation Commission take up the application from the applicant. In this case the applicant is the City recommending that the site of the George R. Smith College be designated a landmark site. The intention is to also create a plaque, a historic marker on Saline & Pettis at the bend where the railroad is so people can look into the vista of that view and understand there was something significant that happened in our history known as the George R. Smith College. Once Historic Preservation makes their review & makes their recommendation then staff is to give a report to Planning & Zoning for your recommendation to Council to approve the landmark status for the nomination. You have that information in that report in your packet. For the audience to know, there were several distinguished alumni that came from the college; Myrtle Craig Mowbray, she was the first African American woman to graduate from Michigan State University in 1907 she went on to become an educator in Missouri and Kansas. John Wesley Dawson was the greatest pitcher of his era playing for the All Nations team and the Kansas City Monarchs with over 400 wins and 5,081 strikeouts. Also T. Manuel Smith, medical doctor and president of the National Medical Association from 1942 to 1943. Included in those distinguished alumni is Scott Joplin. The college was founded in 1888 with construction beginning and ending in 1893 and 1894. College existed until April 26, 1925 when it burned down. Think this landmark needs to be recognized and for your consideration we recommend that you recommend approval to Council.

ii. Open Public Hearing – Mayor Andrew Dawson made the motion to open the public hearing, Chris Marshall seconded the motion. No one was in attendance to speak for or against the topic.

iii. Close Public Hearing – Ann Richardson made the motion to close the public hearing, Chris Marshall seconded the motion. All approved.

iv. Motion and vote – Mayor Dawson said he's excited we are finally recognizing the historic black college. Connie McLaughlin made the motion to approve the George R. Smith college historic landmark nomination. All approved.

b. Ordinance to Modify Cumulative Zoning –

John Simmons wanted to turn this portion of the meeting over to Attorney Joe Lauber. There was a sign in sheet in the back for anyone interested in speaking for the Transitional Services section. Understand the comments, please watch time and can acknowledge repetitive comments.

Joe Lauber, City Attorney, addressed the commission will have two different ordinances, cumulative zoning can be voted on this evening, transitional services is just a work session.

i. May be familiar with Euclidean zoning, refers to Supreme Court Case that upheld zoning in the US of Ambler Realty vs City of Euclid. About separation of uses, lower uses which are less restrictive, might be as low as agricultural use or next more intense use would be Single Family Residential R-1, as go on up the line each use tends to be more intense and also tends to be more regulated for that reason. When moving from one end of the spectrum of zoning to the other can start with lower uses of Ag and go through all the way up to M-2, Heavy Industrial zoning. In most Euclidean zoning when have those separations then the uses allowed in each district are kind of kept in a bubble of that

particular district. Some cities participate in cumulative zoning. What I mean by cumulative zoning is that sometimes when moving from a lower intensive zoning category to a higher one, the higher intensity zoning category one of the uses that is permitted will say all of the uses in the lower district. You can image as you step from the lowest intensity district to the next highest, if the next highest says everything we talked about before & this stuff now those two are linked. Each time you would do that going through the process then essentially then all the uses can potentially be stretched across. Have some cities that have no cumulative zoning, each district stands on its own. Some cities have pure cumulative zoning & that is what the City of Sedalia currently has. Some cities have cumulative zoning within use types. Familiar with residential vs commercial vs industrial. Those tend to be the major use types & inside each of those will see gradients, for example R-1, R-2, R-3 are all residential districts. R-1 single family, R-2 duplex, R-3 four plex and above. Each city gets to choose how they do that. Some will say it's cumulative within residential but at R-3 then don't allow that in C-1 & that is the next higher use. In the City of Sedalia right now from our lowest category all the way up to the highest category of M-2 if look at the language in the statute currently, every one of them basically starts out with "all of the uses in the category directly above it." We have what is considered pure zoning. Typically industrial property is a very high use, dirt, noise, heavy traffic, a very intense use. You typically pay a little bit more for a more intensified use, it will generate more revenue, etc. If you were someone that invested in property in the City of Sedalia in industrial, you would like to have that investment protected. You really wouldn't want to build your business then have someone build a house next to it then complain because your business makes a lot of noise or stinks or creates a lot of dust, traffic, etc.. We have zoning districts to do just that, to protect properties, investment values. Most of us think of it as if I build my dream house in an R-1 district I know I'm protected from the factory coming in next to me & ruining my property. If you are the owner of one of those factories, you also want your investment protected to say that when I invest in this property & build this factory I know I will be protected from having people complain because my factory is loud & dirty in these districts. For those reasons it's a good idea to limit your cumulative zoning to some extent. That is some of the background for the purpose of the ordinance being brought forward. This is a city initiated ordinance and comes from analysis when run up against various zoning questions throughout the city also makes it extremely complicated to know what uses are allowed in a particular use because you have to follow all the way back down pages & pages of ordinances to figure out everything that is allowed. Before you this evening, in your packet you have this one page ordinance that addresses the limitation of a couple of the cumulative zoning situations in the city. Three sections, Section 1 - effects C-2 district. Have C-0, C-1 & C-2 districts. Looking at C-2 district, what staff is recommending is to delete subsection (b)(1) of 64-43 to eliminate "the use that says any use permitted in district C-1 except transient dwelling houses", that is designed is to break the link between C-2 & C-1 from that standpoint. You do notice it says transient dwelling houses which sounds like it would deal with the matter we are dealing with later tonight & it does somewhat, but if look at city's zoning ordinance transient dwelling houses is a defined term and the only place it is used in the city's zoning code is right there. Essentially doing this would just eliminate the need for that particular definition but again if the next matter you consider goes through its creating multiple other definitions that deal with the same topic. Section 2 - is an amendment Section 64-44 also subsection (b)(1), that deals with C-3 zoning district. Looking at deleting subsection (b)(1) to eliminate the use "any use permitted in district C-2" breaking the link between C-3 and C-2 so stopping cumulative zoning there but will relink it by replacing it with the subsection (b)(1) that reads "any use permitted in district C-1". C-3 will skip over C-2 and link back to C-1 & reason for that the C-2 district is

actually a standalone district the historic downtown district, treated kind of specially under the zoning ordinance as it is. Section 3 - would make amendment to 64-45 which is M-1 light industrial district. Recommending in this one that you would recommend approval of an amendment to delete subsection (b)(1) of Section 64-45 which would eliminate "any use permitted in district C-3". Would be unlinking the lowest industrial district from your highest commercial district and stopping cumulative zoning at that point. John Simmons said the reason C-2 zoning is a standalone zoning is because of the historic building pattern in the community. Downtown was built with zero front yards, side yard & back yards. There are also provisions in C-2 that allow for the construction of commercial properties without off street parking because downtown was on street parking. C-2 was historically built before the automobile and all that need for parking. Have to treat that differently downtown because of the historic district pattern.

Chairman Wade has questions, he wanted to know if we need to have a public meeting on this first or the commission ask questions first or how to handle? Attorney Lauber said either, if public hearing if there are folks that so speak on the issue of cumulative zoning if they have issues that the commission has questions or additional questions, can come up after the public hearing has closed and can address those items. Ann Richardson asked if the public would understand if would answer questions now? Chairman Wade said he's an architect in town and the zoning code is one of the things have benefitted from being from cumulative zoning. When it came across his desk he took a very hard look at it so please correct him if he's misunderstanding but a little confused, unlinking C-2 from C-3 and C-1, correct? So if have a C-3 property you could do C-1 use but not a C-2 use, correct? Question is not eliminating the cumulative back to residential so if had C-3 use could still build a house in that? Attorney Lauber asked John Simmons to address because he also has concerns with that. John Simmons said one of the things that we recognize also is that C-3 should allow for mixed-use development and that's part of that downtown pattern also, those buildings were built for those shop keepers that live above their shops but C-3 should allow that type of development. Chairman Wade said he wasn't aware then that C-2 was only for downtown, and that's his own problem. John Simmons said if you look at the zoning map downtown it's the only place designated C-2, they did designate a building on E. Broadway as a C-2 and that was a mistake. Chairman Wade said if trying to clean up some of these downtown things why not just redo C-2 and calling it downtown or adding a C-2d or something. What he likes is the gradient of the C-0 non retail C-1 local business C-2 general business when read general business and see eliminating the connection between C-3 & C-2 and from C-2 to C-1, just don't understand why going about it this way. John Simmons said over the years looking at what other cities do for some reason downtown is C-2. Brenda Ardrey asked if C-2 is so restrictive that it's only for downtown? John Simmons answered yes. Attorney Lauber said C-2 is restricted to downtown because it's marked that way on the zoning map would it be an absolute bar to zoning other property in the city C-2, not necessarily. John Simmons said you would have to look into those considerations, in C-2 zoning the front yard setbacks, side yards. Brenda said from Broadway to Third Street there are buildings there been looking at that that have no front yard setbacks. John Simmons said yes those are pre-existing non-conforming. Brenda Ardrey asked is that blocking so that's the only thing it can be zoned. John Simmons said, correct. If you want to build a new building on Engineer you would need to get that C-2 zoning to allow it to occur next to that other building that follows that historic building pattern but that would be a consideration that this board should take up at that time, it wouldn't preclude that, it would be a rezone. Attorney Lauber said Mr. Simmons just make a point that is worth underscoring is that when zoning changes occur if you had a use at the time that the zoning ordinance changed and that use was a completely valid legal use at that time,

you're then allowed to continue that use even though the zoning ordinance changed, it's called a legal non-conforming use (some people call it grandfathering). It occurs in the zoning context. Connie McLaughlin asked if you sell that property then what happens? Attorney Lauber said selling the property does not extinguish the use, however, if the property is destroyed then the use in certain circumstances may not be able to be built back at that time at that use. The other thing is typically once you have that legal non-conforming use at the time of the zoning change you are not allowed to expand upon that use from that point on. A legally non-conforming C-1 use in M-1 then would not be able to expand upon that use after that point in time. Chairman Wade said he's looking at what is allowed in C-1 & C-2 & there is quite a bit of different in here. Is this to say that then C-1 has banks, barber shops, beauty shops, bicycle repair shops, I see those all up & down Ohio are we saying that going forward would have to have a zoning change to C-1 to open a bicycle shop or beauty shop downtown? Looking at 64-42 C-1 local business & 64-43 general business and what he sees listed under permitted uses C-1 are assembly halls, bakery, bank, barber shop, all things in current Central Business District so question if whether, understand getting rid of the transit dwelling houses but question how necessary it is to delete the link between C-1 & C-2 because we have so many applicable uses. Chairman Wade's concern is C-2 is a lot more limited set of businesses to be allowed a lot of C-1 businesses are a much more natural fit for the downtown for the C-2. Joe said maybe this is one where we keep the link. Chairman Wade said C-2 is more lawyer offices, more office uses that fits downtown. John Simmons said the linkage should still be between C-0 and C-1 to C-2 questions is should linkage be from C-3 down to C-2? Attorney Lauber said that would take it to C-1, this is a great question this might be the example that keeps cumulative zoning within areas, keep the commercial districts together and if in commercial setting, if have C-3 land you can do everything in C but if have C-2 or C-1 then you can do only what are in those as you go down, sounds like the suggestion you are potentially making. Chairman Wade said totally get the link between M & commercial use, to him just from how they go about with their clients it feels like creating additional work on the city's end, still having to have a public meeting. Attorney Lauber said from our standpoint recognize issues and where would be a natural place to do some breaks, if the commission would prefer to see and would be more comfortable recommending approval of something that has been modified, can do a motion & vote to say good with ordinance provided that section 2 is amended. Chairman Wade said Section 1 be amended and Section 2? Attorney Lauber said correct and C-2 could either be left the same based on how it is because have the defined term for transient dwelling houses so no amendment necessary or if you prefer to take out the transient dwelling houses it only applies in that district it's a distinction without a difference at that point. Could do away with Section 1 and leave at Section 3 amending M-1 to create a break between the commercial district C-3 & M-1 and that would have your industrial district stand by themselves and would keep the commercial district grouped together from that standpoint. If this is something that has not been brought to your attention and you are thinking about that you might see this in future applications, might ultimately bring this back and have staff adjust things at least in this place it does address the idea if you were an investor in industrial property and concerned about protecting that investment for that intense of a use right now there is nothing that stops someone from building a single family house in an industrial house seems like that defeats the purpose of our zoning. Connie McLaughlin says she's not quite understanding, she's not comfortable with this.

With no other comments Ann Richardson made the motion to open the public hearing. Chris Marshall seconded the motion. All approved. Public Hearing opened at 6:06 pm.

- Laurie Ward, owner of 512 & 514 S Ohio, this wasn't the issue she was here to speak about but this presentation has raised many issues. Her question is what are we trying to fix that you need to change? Don't understand where this is coming from & before just start passing things need to know what's the need. Think we have a wonderful city, like practicing here been here a long time but don't know what the purpose is to just be passing something to pass something if we don't know what we are trying to fix or foresee to be a problem that hasn't been addressed. In her experience if don't think things through, end up fixing a mole hole that creates a great big hole in someone's wall, not saying these aren't good ideas, don't understand what or why or what the problem is that requires this change, who it will impact, how and why? What's the push?

With no further comments from the public hearing, Ann Richardson made the motion to close the public hearing. Chris Marshall seconded the motion. All approved. Public Hearing closed at 6:08 pm.

Chairman Wade wanted to remind everyone that motions have to be made in the affirmative would have to make it to approve or to modify. Attorney Lauber will respond to the public comments, staff presentation was about issues were that staff identified in process that if you have M-2 zoning in Sedalia you essentially don't have zoning at all because it goes all the way down, you can have a single family residential house in an industrial district. The higher up the zoning scale we go the less zoning, less protections we have in the people that have invested in the higher property. The design of that would be to create some breaks in the typical zoning uses. That is both the problem and the suggested solution to that. As Attorney Lauber understands, if there is an interest in doing a modified recommendation of approval a commission member could make a motion to recommend approval of the proposed ordinance provided that Section 1 and Section 2 are deleted and Section 3 become the only section of the ordinance in so doing you would be take the M-1 & M-2 districts of industrial & those districts would stand on their own. You couldn't do a commercial use in an industrial district you couldn't do a residential use in an industrial district. With those changes striking Section 1 & Section 2 as proposed and keeping Section 3 as a new Section 1 then has no change whatsoever to your commercial districts and weren't proposing changes to your residential districts as it was.

Brenda Ardrey had a question of would it be appropriate to table this until the next regular meeting of November 2nd and have something brought back because personally she would like to go back and look at these definitions including between C-3 and M-1 because as Public Works she's concerned. Attorney Lauber said, he will state it for Ms. Audrey to be sure he's correct in saying, it would be a motion to postpone this matter, would be two things. Would be a motion to postpone consideration of the ordinance and directing staff to amend it to what read as a modification so when it would come back to you on November 2nd it would only show what is currently Section 3 as Section 1 and that would be the only section. Chairman Wade said he was only focused on the commercial one so didn't have a chance to look at the industrial. Chairman Wade asked for a motion to postpone consideration of the ordinance to the November 2nd Planning & Zoning Meeting as amended. Connie McLaughlin made the motion to postpone this ordinance. Ann Richardson seconded the motion. Roll call taken. All approved.

c. Transitional Services Ordinance Work Session and Public Hearing -

Chairman Wade wanted to remind everyone there would be staff presentation, public hearing, the people that signed up will be able to speak. There will not be a vote this

evening on this ordinance, looking for public feedback, commission feedback to take this ordinance to the next step.

i. Attorney Lauber addressed the commission to present the Sedalia City Staff's report with respect to a proposed ordinance before you this evening for work session purposes. Going to walk through the ordinance and allow for a public hearing on the matter as required by law. Before digging into the ordinance, want to go back and talk about how we got here. Little over a year ago an application was filed for a building permit in the City for a facility that was designed to provide various services for the homeless community under one roof. These services which were designed to address many issues and concerns for individuals and families that are at the risk of becoming homeless or who are currently experiencing homelessness are commonly known as transitional services due to their goal of transitioning homeless individuals and families out of that condition. After review, the City realized it was out of authority to issue the building permit because the current zoning code does not list most of the transitional uses as a permitted use as this commission is aware cities are authorized by state statute to enact and enforce zoning regulations. Generally if a city's ordinances lists uses that are permitted then court cases tell us if they are not listed in the city zoning ordinances they are prohibited. Changes to the city's zoning code may be initiated by private applicants or by the city itself. Changes are usually made in the form of text amendments or rezoning. Text amendments make an actual change to the regulations that apply. Rezoning change what regulations apply to a particular piece of property. On May 4, 2022 the City Council met in a special meeting to determine whether the city should consider adding transitional services to its permitted uses in the zoning code. The meeting was held at City Hall with public comments, people from the community spoke and after the meeting was concluded the city council authorized the Mayor and city staff to create a Transitional Services Committee to develop a draft ordinance to address the provision of transitional services in the City of Sedalia. An 8 member committee was formed, including professionals working with homelessness issues and members of the community. The Transitional Services committee met 5 times between May 26 and August 18 of this year with the assistance of city staff the committee created a draft ordinance which you received in your packet of materials. That ordinance creates 16 new definitions that are specific to transitional services, it creates 12 new land uses that could be made available for transitional services in the city's zoning districts. Additionally this ordinance creates a Special Use Permit regulation to require additional procedures when certain uses are combined on one lot. It provides for minimum standards for transitional uses and created provisions for emergency shelters. Out of respect for the transitional services committee's work, Attorney Lauber is presenting the ordinance they created with guidance. In your packet materials you received a redline and a clean copy of the ordinance for your review, the redline shows the mark throughs does reveal some additional comments or edits by city staff regarding the ordinance as we put in final draft form for your consideration. As we go through this city staff may have additional input or suggestions regarding the administration of this ordinance. Did include a large amount of supporting documents in the packet that are designed to provide you additional information you may find useful in considering this matter. If you watch the news, we understand that homelessness is a crisis situation in the United States and its effects nearly every community. As a city attorney while it's not binding precedent in Missouri at this time there are circuit courts in the United States that have said if a city is going to write citations for individuals who are found sleeping outside, vagrancy and those things that if a city doesn't provide enough beds, private or non-profit agencies that provide beds, that if the city does not provide enough beds to cover their point in time counts that citations could be found unconstitutional for cruel and unusual punishment because

individuals don't have a place to go. There are legal, moral and human reasons to make sure cities have the ability and the clarity in their ability to provide these services in the community. It is important to note that this ordinance represents a general change to the city's zoning code. While it may of come to light as a result of a particular application this ordinance does not address a particular application. It's designed to look at the city as a whole, identify need in the community for uses to provide these services and then ultimately find a place where those services can be provided. Approving an ordinance or recommending, as this body would do, an ordinance of this type does not grant any particular applications, looking at what is in the best interest of the city as a whole in providing these services.

Goals for tonight's work session regarding the transitional services ordinance, first and foremost, the goal this evening is not to have the planning commission vote on this matter. This is a serious matter probably a significant amount of public comments for you to consider and think through. Will look to bring this back at the regular November meeting. City staff set this up as a work session and public hearing to allow you to hear the presentation on the proposed ordinance and to hold that statutorily required public hearing. Would be completely appropriate for this commission to discuss the proposal and the input received from the public this evening and even direct staff to provide additional information if you feel you need more or to make suggested changes if that is something you feel is more appropriate. Voting on the issue tonight is not advised due to the importance and need for additional time to contemplate and review the issues. Steps after tonight's meeting, that is up to you as commissioners. Tentatively city staff intends to put consideration of the ordinance on the planning commissions November 2nd agenda for a possible vote. In the event that the commission makes a decision on that night to recommend or to not recommend approval, the city council has saved the date of November 9th for them to have a special meeting to consider the adoption of this ordinance. The point is, do not want the commission to rush the decision, if you do end up needing more time or want to see an amendment or want to see something come back after November 2nd, we will accommodate that, will work with council to postpone their meeting to get to a point to where you feel comfortable to making a decision. City's zoning code does not have any definitions or defined & clear uses for an organization or business to provide transitional services in the city, have the definition of transit dwelling houses is a defined code currently in our code and the only place it is used is in that section we discussed earlier this evening in C-2 where it excludes it as a use in C-2. That entire class of uses is collectively considered transitional services, so will be using that term. Transitional Services includes a wide range of uses and activities intended to support people currently experiencing or at risk of experiencing homelessness. This includes but not limited to emergency shelters, short and long term shelters and temporary and permanent housing. Because the code does not currently permit most of these uses they are presumed to be prohibited throughout the city. This is obviously an untenable situation for the city for its residents & those residents of the community who want to provide this much needed support and need to receive this type of support. Will look at what the amendments are exactly. Section 1 – modifying city's zoning code Section 64-1 definition section of city zoning code. As mentioned earlier the proposed amendment will add 16 new definitions to that section dealing with transitional services. Identified certain definitions and presented initial draft to the committee, they edited some, great comments were given to respect to already federal regulations and federal funding that comply so had to go back and marry up definitions so that's what you see here. Attorney Lauber walked through the definitions in the ordinance. Note - Community Center is a term that is not currently defined in the city's zoning code. When finished with the ordinance and double checked where these definitions are used,

community center is not used anywhere in this ordinance and doesn't exist in the city zoning code but was brought up in the initial discussion whether the Heckart Center would be something that would fall here. Question of do we go ahead and provide this to make sure that's been defined or do we leave that out? Doesn't affect the transitional services ordinance but might have application elsewhere. Going through the definition of shelter, without these definitions in our zoning code it is unclear for anyone who wants to put an application in for these types of services whether or not they can provide these services in the city. With these definitions it becomes clear that those uses are permitted depending on where they end up in the city's use districts. Managing agency – remove wording homeless encampment. Sponsor – remove wording homeless encampment. Sections 2 – 9, once Transitional Services committee created the definitions then pulled up city's zoning ordinances and laid out what the existing zoning ordinances and went through the definitions that are the actual uses. Have 16 new definitions but 12 new uses that need to find a home. Went through each of those with the Transitional Services Committee and got their input on what they wanted to present to this commission as far as recommendation for approval to council. Went through R-1, R-2, R-3 and based on input from the Transitional Services Committee we added where they suggested that these uses should be. Do have to put out Section 9, 64-45 missed putting in the actual uses – M-1 light industrial should read community center, day shelter, emergency housing, emergency shelter, permanent supportive housing, support services, temporary cooling shelter and temporary warming shelter. Will send separately. Section 10 – Special Use requirements for the following uses: Day shelter, emergency shelter, temporary cooling shelter, temporary warming shelter when it is found in District R-3. Section 11 – modifying city's zoning code Section 64-124 it adds a special use requirement when there combinations of more than three (3) of the following uses on the same lot: emergency housing, emergency shelter, temporary cooling, temporary warming shelter, transitional housing and permanent supportive housing. The idea is if you have one lot and you are putting multiple transitional services on that lot, creating a cumulation of that tends to create a more intense use and that is why the special use requirements would apply there. A separate approval process to go through with respect to that. Section 12 adds a new section to the city code and that section will be provisions related to homelessness. This is a comprehensive section providing minimum requirements for the compliance with city building, fire safety, water and sewage provisions and size and space requirements. A lot of this has to do with if we are going to be in a situation where we are putting a group of folks together that are unrelated and could potentially be overnight but might not be, this puts certain safety requirements in making sure they have adequate access to food, water, sanitation, those things. Section 13 through 15 are boiler plate provisions for ordinances.

Mayor Dawson made a motion to requested a 5 minute recess. Ann Richardson seconded. All approved.

Ann Richardson made the motion to open the public hearing. Terri McDermott seconded the motion. All approved. Public Hearing opened at 6:55.

- Deb Bierman – Executive Director of Sedalia Heritage Foundation which manages the Katy Depot. This matter came to our attention as we learned about the potential location within the Katy Depot neighborhood. As you work through this process please consider some unintended consequences that may result from having such a facility in different neighborhoods. Already a concern for safety & security within our neighborhood, deal with it on a regular basis. Experience has been that the folks that are sleeping there overnight, using drugs, vandalizing are

in a position of being homeless. Having a facility within the Katy Depot neighborhood would have unintended consequences. It's beginning to already reflect, receive about 12,000 visitors in that facility each year. A large part of those are actually visitors to our community. Just this past week have had trail riders come in & ask if we knew we had homeless people residing in the state parks restroom & loitering outside & sleeping on the benches. That word will spread & will impact visitation to Sedalia & the Katy Depot. The Katy Depot is Sedalia's welcome center, it is a restored artifact landmark representing Sedalia's railroad heritage & it's something we can all be proud of. Took a very long time to see that Depot transform from the many years it set vacant. Deb gave supporting material to John Simmons.

- Jill White – Sight Manager at Katy Depot for 10 years, previously worked with State Parks working as Park Director for other parks. Looked at this issue & it goes to everyone's heart but have to come down to a shelter, rest stop, day use or otherwise is a bad idea within the city limits. Have seen it at the Depot daily. Three examples in the last two months: end of September 3 days out of 8 had the same man sleeping on the benches outside, have dealt with him for 10 years, this is how he wants to live, we have offered to help, have dealt with him as gently as possible but he doesn't want to change. Believe a service we are talking about will make it even more difficult for us to deal with him because it will make it easier for him to live the life he has chosen to live. Get a lot of vandalism, the second photo is where he likes to sleep and "meth head turf" is engraved in the bench. Have been in fear. A lot of homeless people you are wanting to help need it & want it & going to take advantage of it but the people that are homeless that she personally deals with are not the type that want the sort of assistance that would be offered. When the public hears about a place such as a Mercy Rest Stop as wonderful as it is they have a picture of giving a hand out to families in need & individuals trying to get back on their feet. That sounds great but what she sees is an entirely different picture should a shelter like that be built. She sees a place making it possible for homeless single men of working age, drug or alcohol addicted, often mentally disturbed many with criminal records taking advantage of free showers, heat, a/c, laundry while also hanging onto the same behaviors they refuse to give up. I see them being drawn like magnets to Sedalia, helped along by law enforcement in the surrounding communities, who she has seen at the Depot herself, trying to find a place for somebody. If they had found a place in that community, that officer, was a state park ranger, would of moved that gentleman on to that community with that offering. So when you people say that more people will come into the community, I don't believe that's the case, she has seen it in action herself. If they can made to be brought here to get help of the sort that is being offered, they will come. Will have more of the same.
- Carolyn Crooker – Executive Director for Convention & Visitors Bureau – echo what has been said, point is that she brings visiting groups to Sedalia, it's an economic impact. She brings them to the places we are proud of, the Katy Depot is one of those historic sights. That is one of the places with the history of Sedalia & they are interested. Start out tours at Katy Depot & can only image if there were lots more homeless, if this center draws more, that would be a very negative thing, hope you would consider that when making this decision for zoning.
- Vanessa Voroskovic – work the Katy Depot as a part-time employee. All great civilizations have taken care of the poor. Sedalia is already comprised of compassionate citizens who show examples of this every day. With each decline in society the excuse is always the same, if only we had more power, more

funding, more social outreach programs, this homelessness problem could be prevented. She personally believes this lead to a form of false compassion.

- Kathleen Boswell – she has known about Mercy Rest Stop for several years because Rotary was approached about getting on board & helping to fund. Have given the proceed of their auctions for 2 years, have been very committed to this. For the last 3 weeks to a month since she heard about the convavcrsy with it, she's been sick to her stomach, broken hearted, so disappointed because she really didn't expect this much animosity toward the Mercy Rest Stop. Was in attendance at the other meeting when they talked about not having it on the location of the community café & open door kitchen, which would be the perfect place for it where they would be close to getting the food. She knows the particular young man that Jill spoke about, she thinks his brain is so fried from drugs that he doesn't want to live any other way. She's been around him a lot & she doesn't have the same kind of fear that the other ladies expressed. She works part time at the Katy Depot also. She is urging you to not completely abandon this project. Don't know what kind of compromise can be made but know we know something. Have worked in St. Pat's basement when they had the warming shelter there last year when it was 10 below, that's not a solution to a warming shelter. There's a single toilet in the bathrooms & no shower facility & if you have people in there for days at a time it's not very pleasant. When that land was owned by the railroad both north & south of the Depot there was awful lot of homeless people living there making shelters.
- Debra Anderson – Executive Director of Sedalia Chamber but coming as an individual that works at the Katy Depot. Have to agree with the other ladies that have deep concern when walking out of the building & homeless people there. When you walk out of the building & you getting advances towards you that are very inappropriate. Things we deal with. Did reach out to a community not too far from us and found out they have 2 homeless shelters. The lady she spoke with said since then they have had an increase in the homeless & their shelter is open from 9 pm & keep overnight & after doors open the next morning they are all out on the streets. They have Kansas City calling & bringing their homeless there, other surrounding communities bringing their homeless. Understand that this facility would be from 8 am to 5 pm, what happens after 5 pm? Then you're looking at the safety of our businesses on Ohio St & concerned citizens.
- Kent Eichholz – Have to agree with the ladies. Has a secretary & a lot of times guys are out during the day working & just her by herself & have a concern for her. Moved there in 1987 at 523 E 3rd St & neighborhood has gone down considerably as far as people coming into the office, gone to locking the door all the time. A fireman was there for an inspection one day & he happen to come out the same time there was another man in there & scared that guy off. Have had people stop & ask us saying they just left the jail & they need money. Have concerns for safety for these ladies. Think there is a need but also a concern for that area.
- Rick Yeager – Represents Katy Depot, on the board, great concern for those people in that building. We understand the homeless problem, understand it's real & it's there, we need to deal with it but will be tough to deal with it and have a good welcoming center, which the Depot is. You bring people in from areas around & that's the 1st stop, that's our gateway to our town & the 1st thing the see are homeless people sitting around & getting panhandled, makes them very uncomfortable. Makes for a bad first impression, you only get one chance for a first impression. Want to grow & make downtown Sedalia a better place this will

be the wrong direction for that. Have concern & would appreciate your help in finding a different location for Mercy Rest Stop

- JoAnn Martin – Administrator of Pettis County Health Center & President of Pillars, organization started a number of years ago to help address the issue of housing & the struggle people have in obtaining & maintaining housing. Few years ago Sally Lockett received so many phone calls at Open Door from people that were terrified of dying of the cold. A few years prior 2 people froze to death in our downtown, she called friends & what is now the Open Door Kitchen was provided as a space for people to get out of the cold. Can't tell you how many pregnant teenagers have been dropped off there by the police, how many families have come in to that original shelter, the shelter in the basement at St. Patrick's with icicles dripping off their faces. There are a lot of people in this community called Urban Homesteaders they have a house but no utilities. When the temperature is below zero it's really hard for your kids to live there & to be there & watch your kids freeze, that's how sheltering began in this community. The Health Center has the cots, all the stuff that does the sheltering when we have a tornado or other emergencies that hits this city. Group of community members went to Springfield to look at 2 facilities that have a goal of providing, their motto is no one sleeps outside and end homelessness forever. The first is called the Kitcha, it's a facility that provides intensive case management and provides emergency shelter. When visited wasn't a single person hanging around, not a single person making anyone feel uncomfortable. That facility does work very diligently, uses all their community resources to help people to get shelter. Ask them specifically how many people come there who are not from that community? They said very few, the only people come that are people with ties to Springfield either lived there before or have family members there. Asked what their success was in keeping people houses? They said 75%. The 2nd place was called Eden Village, a gated community for the people that have been described of freighting other people. National organization & something that is a great model. Would like to say one thing about the ordinance is under support services it indicates you can only have one support service before you have to apply for a special use permit, that absolutely goes against all of the social services framework that says we don't want people to walk all over town to get services. We want to bring the services to the people not walk miles around the city which is what they are doing right now to get services.
- Laurie Ward – Attorney on S. Ohio, when heard about Mercy Rest project didn't know who was involved but immediately thought what a great thing for our city. Looking up here & motto says "Let's Cross Paths" doesn't that mean let's cross all paths, not just the people who are affluent, not just the people who know how to get services if they need it? Don't we also want to cross the paths of the people who need us the most? Appreciate the ladies who spoke earlier from the welcoming center, we want people who want to come here but what a bigger source of pride to be able to tell people that come here look what we do for everybody's path that we cross, we help people. We don't have a solution right now for the homeless but as soon as I heard about the Mercy Rest Stop didn't even know who was involved we get to actually directly so that maybe they aren't out on the street so they aren't causing other problems, so that they know how to lift themselves up. Surely that's got to be the motto of Sedalia on let's cross paths. We don't just want the affluent and the people who look pretty can we not help the people who needs us the most because that's what we are supposed to do as a community, we come together to come up with a solution. This is not an easy solution but if not by the Katy Depot then where? Everybody says oh that's

a great idea as long as it's not here, we have to come together, have to help us figure out where here is. I'm sure we can do that because it's Sedalia & let's cross everybody's path, not just certain ones. These dangers that people are worried about of the homeless person outside the Katy Depot, there are places here in Sedalia, downtown, that present events where alcohol is served, where other drugs are consumed. They get in vehicles & leave downtown, under the influence are they not just as much of a risk as the homeless guy or girl trying to get out of the cold? But it's ok for us to cross their paths, what about the homeless people? What about the mental health people? They don't present a very pretty picture but a shower sure does help. Had a lady that use to come by our office, they just need a little bit of help. We can't tell them how to live their life but if we know there is a place for them to go it helps the Sedalia Depot, it helps them when there's a place to send them to. Let's cross everybody's path.

- Mark & Krista Kempton – Really frustrating to see the misinformation and the mistaken impressions about the Mercy Rest Stop drive the conversation and confuse the issue we are confronted with. It's really important to repeat that Mercy Rest Stop is not & was never intended to be a homeless shelter. The purpose & intent is to prevent homelessness but most important seems necessary to say it's not here yet. The Mercy Rest Stop is not here yet it is not the reason there may be somebody at the Depot, not the reason maybe someone is taking drugs. Know downtown Sedalia, lived in downtown Sedalia in the 60's before some of these people were born, have had a business in downtown since the 70's, it's still there. He is downtown every day, every night, every weekend, every holiday & at his office he has people that sleep by his building, he has people that go through his dumpster, have people that paint on his walls. Mercy Rest Stop did not have somebody sleep by his building, did not bring someone to his dumpster, did not have somebody paint on his walls. Mercy Rest Stop is not here. Thing he's most proud of about Sedalia is that people step up & take care of the needs that our people have. We have always been, in his experience, a caring community. Have CASA, protect those that need protecting. Have Community Café & Open Door Kitchen, they feed people who need to be fed. We have Open Door Thrift Shop, it clothes people who need to be clothed. Well now we have people who are homeless & the people stepped up. Didn't expected to agree with anything Mr. Lauber said tonight but what he said is true, there is a crisis of homelessness, we didn't start it, it didn't start in Sedalia but it's here & not something that can be ignored. Mercy Rest Stop had a plan, they came together as citizens, not the city, not public funding, people in this community that care for other people came together & worked painstakingly to put together a plan to prevent, those people that are homeless to get housed, those people that are on the verge of homelessness to stay out of that trap. They want to provide mental health resources, they want to provide counseling & planning & assistance to people so they can get a job & get cleaned up to go to a job interview so they can have clean clothes. They have a plan that's the way this all started, caring for people. It's really frustrating to see that apparently people don't like that plan. They see the need they agree that it needs to be addressed but they don't like the plan if it's near them. We are here because of that frustration with a plan & ask where is the other plan. Who else is stepping up to deal with this problem? Who's going to offer these resources? Who's going to help these people? Are we really that caring community that we've shown over the years to always be? Nobody wants a prison in their back yard but they want people in jail. We have homeless people here not because of Mercy Rest Stop. We have homeless people here that can benefit & be reduced because of Mercy Rest Stop. This ordinance

will be the death of Mercy Rest Stop in its present form. If you restrict where this can be, if you require a Special Use Permit, if you limit that Special Use Permit to 1 year no non-profit can commit to a million dollar building with those kinds of limitations & there won't be a plan because no one else has stepped up. We ask that we be that community we have always been, a caring community & that we help the people that need to be help. Mercy Rest Stop is not the cause of that problem it's the solution.

- Samantha Gilpin -- Had the privilege of sitting on the Transitional Services Committee from May -- August. Were a lot of hard working individuals that put a lot of thought into this proposed ordinance. Do want to bring up a couple of points that brought up at those meetings. Fair Housing Act under Section 2, land use & zoning laws practices that violate the Fair Housing Act, on the 3rd bullet point imposing restrictions on housing because of alleged public safety concerns that are based on stereotypes of the residence or anticipated residents membership in a protected class by for example requiring a proposed development to provide additional security measures based on a belief that persons of a particular protected class are more likely to engage in criminal activity. A lot of great points to echo this evening. The ladies that fear or have fear when they are going to work or leaving work, those aren't the experiences that all of us have. My office at United Way is located in the Pettis County Community Partnership, I have interactions with this venerable population daily. Many times at the office after dark, do not fear for my safety when walking to her car. As a mother of teenage daughters, don't fear for the safety of her children. They volunteer on a regular basis at the PCCP, they volunteer at the Open Door Kitchen, the Community Café, the Strengthening Families at the New Life Center. These are not the experiences that everyone is having. Would encourage those that have those fears to take time out of your schedule, happy to go with you, if you have those fears. Invite you to spend some time, get to know these individuals, not everybody has harmful intent. These individuals want the help, they don't know where to ask for the help. Mercy Rest Stop is what brought this ordinance to light. This is so much bigger than this one facility. This ordinance is going to affect every non-profit organization & agency in our community providing these services to the displaced & venerable population.
- Michelle Quattlebaum -- Owns the Venue downtown at 219 S Ohio. Here to speak against Mercy Rest Stop facility but not the facility itself & not the services it will offer. Her concern as a downtown Sedalia business owner is with the clientele, she believes this facility will bring to our town. The facility whether or not you call it a homeless shelter or not, it will be deemed just that by all surrounding areas. Sedalia will become the new homeless shelter, where people like someone state before, if you don't have enough beds for the homeless you're going to try to send them somewhere else, so we will now be that new facility where all these surrounding communities will be able to send people to get help. The Mercy Rest Stop has services that will be used by the homeless then those in need of temporary assistance. Sedalia already has several amazing organizations people of spoken about that help with temporary assistance & receive a lot of support & funding from government programs & local businesses. We have Katy Trail, Compass Health, Burrell Behavioral health, Center for Human Services, CASA, Workforce Development, Open Door, Sedalia Job Center, MVCAA, surrounding churches & many more. Have seen multiple publications in the paper & on social media that have made the Mercy Rest Stop facility sound like it has positive response to it but with everyone she has personally spoken with, that is not the case. Believe the reason you don't have more people speaking out

against it because it's a touch subject & no one wants to be labeled heartless or uncaring but please do not make the mistake of silence as acceptance of this. We business owners & residents of downtown are not only concerned with the increase of homeless but also a concern about the proposed location & supported by so many when it will be within a mile of Washington Elementary, Sacred Heart & Smith Cotton Jr. High & sure everyone here is aware of the number of children that walk by themselves to & from school. What if something bad happens, who are they going to point their finger at then? What kind of people do you think this facility is going to bring here. Not saying all homeless people are bad but a lot do suffer with severe and untreated mental illness. Could have drug dealers, drug addicts, sexual offenders, non-registered sexual offenders, women who solicit themselves for sex, people who carry around used needles, people who defecate in public trash cans & spray Glen Lives all over downtown because they don't have respect for personal property. Have to be smart & put feelings aside in making this decision. Understand everyone that put so much time & effort into this, they believe what they are trying to do is going to help but think we need to look at the bigger picture. This facility is a temporary service that will create a permanent distress on our community.

- Chris Stewart – CEO Katy Trail Community Health. Reason why sitting here talking about zoning is because of the Mercy Rest Stop & the effort to try to create a mechanism to assist people who live on the margins. City has decided to take an approach that won't help any of the people in our community. The City Attorney stated that city's will likely be having responsibility to ensure the safe shelter for people who are homeless but the zoning proposal under consideration makes it much more difficult for organizations to provide housing support. Their requirement for management plan is frankly demeaning & condescending to an organization seeking to provide support to folks needing housing. The City, this committee is considering a zoning ordinance that will make the work of organizations dedicated to housing support more difficult. Need partners. Need people to work together with us. Don't need to zone unwelcome people from our community. Really appreciate what Ms. Ward said about the only way to solve this issue is for us to be working together. Not going to solve world hunger in a day nor will we solve world hunger by zoning people out of our community. Ask you to reconsider this approach & consider working with folks who are really are invested in trying to support people who are living on the margins.
- Dynisha Hawkins – on Go-To. Could not understand her. She is to email Jilene her concerns.
- Chairman Kevin Wade read a letter that had been mailed to City Hall from Jules & Margaret Kidwell, property owners at 408 S Hancock. Objections to additions of adding transitional services to the zoning code, also object to locating Mercy Rest Stop at 669 E 3rd St. As a long time resident of 408 S Hancock, deal with drug use, public intoxication & littering on a daily basis around the Katy Trail & Katy Depot. The addition of the services to the zoning code only acerbates the crime issues deal with on a daily basis. The location of Mercy Rest Stop at 669 E 3rd will only attract more drunks & vagrants leaving myself along with neighbors to deal with consequences of locating such a facility to our area. Ask commissioners & council members would you like to having a facility such as this near your home? If not, how can you in good conscious burned me, my wife, my family & neighborhood with the heavy cost that accompanies this decision.
- Turf Martin – formerly with Housing Authority dealt with many of these issues until got a good director. Things have turned around, don't have the crime, had

connection with Chicago. Chairman of CASA, not a shelter, domestic abuse facility. Clients we house, only have 12 rooms, are suffering from domestic abuse, come in battered & beaten, mentally & physically. Couple other quick things, was on the trip to Springfield, was an eye opening experience, the thing that makes that whole system work is that the city & the people that are working with the different agencies work hand in hand. Don't expect you all to have the time to contact the different agencies but might have the city contact the officials in Springfield & ask about the relationships. They are not seeing an increase in people coming in. They have tremendous resources. They have a single gate-keeper agency. They use case managers very heavily & spread these people out to where they need to go. The one thing they have that Sedalia does not have is a Veterans Program. It's fantastic. These veterans need help & it's not HUD money. Also a Deacon at St. Vincent DePaul now includes St. Patrick's, he's in charge of the warming shelter in the winter time with the help of many other churches that comes together. Bottom line is temperature ranges differ from theirs. They start looking at 32 degrees but don't go to staying open 24 hours a day unless it gets down to 15 degrees. Will open overnight if it's below freezing, absolute temperature, not wind-chill then 15 degrees. Were open 2 years ago when had the arctic stretch, was open 2 weeks straight. St. Pat's is not suited for this type of situation but these people need to be taken care of & think most of you know Catholic Charities is one of the leading charities in the US & they have agreed to help fund Mercy Rest Stop operations.

- April Provence – CASA, Director of Program Administration. CASA is not a shelter, domestic violence, sexual violence facility. Clients come to us in all states of addiction & mental health issues. We deal with some of the same, what they call problems, but most people when provided with resources & able to get to those resources which is what Mercy Rest Stop is going to provide. They want to be successful. We are asking people to find their own resources & asking them to get there on their own which is even harder. Understand being afraid as a woman, but think the majority of the people Mercy Rest Stop will help will not be harmful individuals.

Ann Richardson made the motion to close the public hearing. Terri McDermott seconded the motion. Public Hearing closed at 7:48 pm.

Mayor Dawson said one thing that struck him in listening to everyone was in order to do something like this everyone has to work together, make the decision for the service providers & neighborhood. Anywhere this goes we will have to have the people in the neighborhood on board with it, any types of these services. That Special Use Permit process that you have spoken so poorly about is designed to get people notified, get them in here & have the discussion about where it's supposed to go. Any time you have an intense use in a neighborhood you are affecting people's lives whether you like it or not. A lot of these uses on here are intensive enough if locating to a neighborhood that they should have a Special Use Permit, have a public hearing & engage the public, engage the neighborhood.

- Mark Kempton had a comment – just so we are clear in response to that comment, he understands that is your position, his position is clear too that will be the death now for Mercy Rest Stop because it would not be prudent for a non-profit board who has responsibility to be a good steward to the assets to be subject to a 1 year revocation of that special use permit even if it was granted. So, understand that is your position & if you want to kill the Mercy Rest Stop that will do it.

Ann Richardson has a question that if we have someone from Springfield or someone who has a successful shelter to do a presentation. Would like to hear their experience. Think that's what's holding us back, we all have these fears.

Brenda Ardrey would agree that it's a good idea to see & hear about those organization, her concern is that she's heard everyone, parts on both sides of the table & unfortunately we are here to do is to create a framework that allows the community to allow for buildings and enterprises of all kinds and unfortunately we really didn't get to that tonight. We are back to the passion of the situation & not the structure. My heart bleeds for both sides, she's a structure person & she's not satisfied with the structure in the document she sees, there are some inconsistencies & contrary language allowing something in one place & preventing it in another. Think our job is to take the bones given us & go through & tear it apart & come back together. Has to happen with this group now, we've been given the document that the committee that the Mayor requested put together & now our job to go back this document & create that structure. Heard Mr. Kempton's concern that the structure that is here would prevent a homeless shelter the type Mercy is planning to go forward. Our job is to structure it to allow if that's what the community wants & needs. Have heard from the city attorney that it's an apparent need. So how do we structure it to get the public input so it goes in the right place, not prevent, but where it needs to be & accepted.

John Simmons said you may need another work session. The committee brought forth their recommended document they wanted you to consider. City Staff still needs to go through that document, need to present to police department, fire department, all the different department that this ordinance effects & the administration of the city then bring you forward what staff recommend, edits & changes to that document. We had the public hearing to hear both sides of this issue, needed to hear the passion from the people in the audience. That goes into staff's consideration, recommendation & ultimately your recommendation, you heard these folks, you understand their concerns. We hope, as staff, to bring forward those changes you need to need but you will also catch things you heard & changes you will also want to see. That's the next step. We will take this time to make the internal staff review bring back to you in November. Invite everyone to hear what those issues are. Don't know if it will be a public hearing but will be a work session for you to look at the document & go line by line. There might be some things in C-3 that shouldn't be allowed according to the recommendation. You are business people, you are familiar with land use & zoning & how it effects everyone.

Ann Richardson said she was thinking maybe something like Chairman Wade has so she could understand. Kevin said he just printed off the zoning code. John Simmons said a grid showing where those different types of new definitions would fall into place from staff recommendation from committee recommendation & from what we heard from the audience & really dissect & put together in a way that answers the public's needs.

Ann Richardson said she likes the idea of hearing from the various departments. John said what was presented tonight is what the committee of professional's in that field brought forth to you.

Chairman Kevin Wade wanted to thank everyone for coming this evening and taking 2 ½ hours out of their time to attend. Appreciate their thoughts & will be looking at the ordinance again and thanks to the Transitional Services Committee for all their work.

Next meeting – November 2, 2022

Ann Richardson made the motion to adjourn the meeting. Chris Marshall seconded. All approved.

Meeting adjourned at 8:00 pm.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR ARCHITECT SERVICES FOR SEDALIA FIRE STATION AND TRAINING CENTER.

WHEREAS, The City of Sedalia, Missouri, has received an agreement from the Hoefer Welker, LLC for architect services for the Sedalia Fire Station and Training Center; and

WHEREAS, under the terms of the agreement, the City of Sedalia shall pay the sums and amounts as specified in the agreement to Hoefer Welker, LLC as more fully described in the agreement 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 agreement by and between the City of Sedalia, Missouri, Sedalia and Hoefer Welker, LLC, 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 agreement in substantively the same form and content as it has been proposed.

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

Section 4. This ordinance shall 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 7th day of November, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of November, 2022.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers
City Clerk



AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Sedalia, MO
200 S. Osage, Sedalia, MO 65301
Telephone Number: 660.827.6000

and the Architect:
(Name, legal status, address and other information)

Hoefer Welker, LLC
11460 Tomahawk Creek Parkway, Suite 400, Leawood, KS 66211
Telephone Number: 913.307.3700
Fax Number: 913.871.6332

for the following Project:
(Name, location and detailed description)

Sedalia Fire Station and Training Center
Sedalia, MO 65301

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Program will be verified as part of this project scope.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project will be broken up into three phases, located on two sites.

Phase I - Site One (Hubbard Park): Three-bay fire station approximately 9,000 square feet.

Phase II - Site Two (Centennial Park): Station identical to Site One.

Phase III - Site One (Hubbard Park): Training facility with approximately 3,000 square feet and a burn tower.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Refer to Exhibit A

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

Init.

.1 Design phase milestone dates, if any:

Pre-design: approximately November 15, 2022 start
Design: approximately April 30, 2023 completion

.2 Construction commencement date:

July 1, 2023

.3 Substantial Completion date or dates:

August 1, 2024

.4 Other milestone dates:

August 1, 2025 substantial completion of Phase II and Phase III if project is delivered non-concurrent with Phase I.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

To be determined.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

NA

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Matt Irwin
200 S. Osage, Sedalia, MO 65301
Telephone Number: 660.826.8044
Email Address: mirwin@cityofsedalia.com

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

NA

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Ken R. Henton, AIA, LEED AP
11460 Tomahawk Creek Parkway, Suite 400, Leawood, KS 66211
Telephone Number: 913.307.3700
Fax Number: 913.871.6332
Mobile Number: 816.536.2731
Email Address: ken.henton@hoeferwelker.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

Bob D. Campbell & Co., Inc.
Michael J. Falbe, P.E.
4338 Belleview, Kansas City, MO 64111
Telephone Number: 816.531.4144
Fax Number: 816.531.8572

- .2 Mechanical, Electrical, Plumbing Engineer:

Hoefer Welker
Jon Lee, P.E.
11460 Tomahawk Creek Pkwy, Suite 400, Leawood, KS 66211
Telephone Number: 913.307.3700

- .3 Civil Engineer/Surveyor:

BHC
Mike Makris
7101 College Blvd., Ste. 400, Overland Park, KS 66210
Telephone Number: 913.663.1900

- .4 Landscape:

Landworks Studio
102 South Cherry Street, Olathe, KS 66061
Telephone Number: 913.780.6707

.5 Geotechnical Engineer:

To be determined

§ 1.1.11.2 Consultants retained under Supplemental Services:

NA

§ 1.1.12 Other Initial Information on which the Agreement is based:

NA

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000) for each occurrence and Four Million Dollars (\$ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services, as well as the services of a landscape architect. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall not be responsible for any costs associated with obtaining necessary permits or approvals.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's written approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, review with the Owner any adjustments to the estimate of the Cost of the Work, and request the Owner's written approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect may, at the request of the Owner, assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents, in electronic format, to prospective bidders;
- .2 participating in a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 participating in the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents, in electronic format, to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

- 4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, as required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificate(s) of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections may be conducted with the Owner, if requested, to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	NA
§ 4.1.1.3 Measured drawings	NA

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.4 Existing facilities surveys	NA
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	NA
§ 4.1.1.7 Development of Building Information Models for post construction use	NA
§ 4.1.1.8 Civil engineering	Architect, as part of Basic Services
§ 4.1.1.9 Landscape design	Architect, as part of Basic Services
§ 4.1.1.10 Architectural interior design	Architect, as part of Basic Services
§ 4.1.1.11 Value analysis	NA
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	NA
§ 4.1.1.13 On-site project representation	NA
§ 4.1.1.14 Conformed documents for construction	NA
§ 4.1.1.15 As-designed record drawings	NA
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	NA
§ 4.1.1.18 Facility support services	NA
§ 4.1.1.19 Tenant-related services	NA
§ 4.1.1.20 Architect's coordination of the Owner's consultants	NA
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Architect
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NA
§ 4.1.1.25 Fast-track design services	NA
§ 4.1.1.26 Multiple bid packages	Architect as an additional service
§ 4.1.1.27 Historic preservation	NA
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect as an additional service
§ 4.1.1.29 Other services provided by specialty Consultants .1 Low Voltage design services .2 Audio-Visual design services	Architect
§ 4.1.1.30 Other Supplemental Services .1 Professional models or renderings .2 printing of documents for Bid Phase purposes .3 meeting notes during site visits	NA

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Refer to Exhibit A

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

NA

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

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- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing Product Data item, sample and similar submittals of the Contractor
- .2 One (1) visit to the site each month, up to 12 total visits (per Phase), by the Architect during construction
- .3 One (1) inspection for the Work to determine whether the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspection for the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit, as well as contingencies for changes in the Work. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, or financing; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the

Init.

Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions or other reasons the Architect could not reasonably anticipate or control, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of

action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Not Used

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 Not used.

§ 9.6 If the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In the event of termination not the fault of the Architect, the Owner shall pay to the Architect the following fees: *(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

Ten percent (10%) of the Architect's unbilled compensation

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Ten percent (10%) of the Architect's unbilled compensation

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Owner shall advise the Architect of any known or suspected hazardous substances on or around the Project site. If the Architect observes or suspects the existence of hazardous materials during the performance of its services, the Architect may suspend services and notify the Owner of the condition. If services are suspended, they will resume only after the Owner obtains a written report from a qualified examiner that the Project site is free and clear of hazardous substances. The Architect shall not be liable for any cost or schedule delay during a suspension of services due to hazardous materials.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Seven and seven tenths (7.7 %) of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

negotiated lump sum fee

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

negotiated lump sum fee

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus n/a percent (n/a%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

negotiated lump sum fee

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Forty	percent (40	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The standard hourly billing rates for services of the Architect and the Architect's consultants are available upon request. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' annual review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Principal	\$300
Architect – Sr. Project Manager	\$200
Architect – Sr. Project Architect	\$160
Architect – Sr. Arch. Designer	\$140
Architect – Project Manager	\$170
Architect – Project Architect	\$120
Architect – Arch. Designer	\$100
Interior Design – Director	\$180
Interior Design – Sr. Interior Designer	\$140
Interior Design – Staff	\$100
CTS – Director	\$280
CTS – Sr. IT Designer	\$240
CTS – IT Designer	\$150
Support Staff	\$ 80

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

to be negotiated, if required

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Five Thousand Dollars (\$ 5,000) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

18 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Design Contingency. Owner and Architect agree that certain increased costs and changes may be required and are anticipated due to omissions, errors or inconsistencies in drawings and specifications prepared by Architect. Therefore, Owner agrees to set aside a reserve in the amount of one percent (1%) of the estimated Cost of the Work as a contingency to be used, as needed, to pay for any such increased costs and changes. Owner agrees to make no claim against Architect or its consultants with respect to any increased cost within this contingency amount. If costs due to changes resulting from design errors, omissions or inconsistencies exceed the contingency, then Architect shall be responsible for costs incurred by Owner above that sum but only to extent caused by Architect's negligent acts, errors, omissions or inconsistencies in drawings and specifications. Cost increases as a result of Owner requests made after construction documents are issued for permit, changes in governmental agency requirements after previous approval, unforeseen site conditions and including any tariffs applied are not costs due to errors, omissions or inconsistencies. In no event shall Architect be responsible for direct costs that Owner would have incurred in the construction contract but for the Architect's error, omission, or inconsistency.

Owner further agrees to set an additional reserve in the amount of four percent (4%) of the estimated Cost of the Work as a contingency to be used, as needed, to pay for increased costs and changes as a result of other changes such as owner requests, governmental requirements after previous approval, unforeseeable site conditions.

§ 12.2 Precedence. This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, verbal discussions or like document or conversation regarding the Architect's services.

§ 12.3 Severability. If any of the provisions contained in these terms and conditions are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

not applicable

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Architect's standard Electronic Document and BIM Release agreements, included by reference

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Exhibit A

This Agreement entered into as of the day and year first written above:



OWNER (Signature)

ARCHITECT (Signature)

(Printed name and title)

Ken R. Henton, AIA, LEED AP, Partner

(Printed name, title, and license number, if required)

Sedalia Fire Stations and Training Center

10/25/2022

Exhibit A - Site One

		TOTAL	REMARKS
PRE DESIGN SERVICES			
Program Verification and Tours		14,000	
Site Platting		0	not included
Site Survey		13,800	
Geotechnical Investigation (Allowance)		12,000	
ECO Charette		18,000	included cost-pay-back analysis
Range Cost Estimate		6,500	
Phase Total	\$	64,300	
BASIC SERVICES			
Card Access		4,050	7.00%
CCTV		4,050	0.15%
AV		4,050	0.15%
IT Infrastructure		6,750	0.25%
Furniture Layouts on Plans			included
Phase Total	\$	207,900	7.70%
ADDITIONAL SERVICES			
Training Tower Design Integration		27,300	Tower Design by Manufacturer
Early Bid Package (one)		12,000	
Construction Manager Selection		6,000	
Land Disturbance Permitting (SWPPP)		2,300	
Stormwater Management Plan		5,900	
Sanitary Sewer Main Extension (if required)		8,400	
Water Main Extension (if required)		5,400	
Record Documents (Allowance)		20,790	
Furniture & Equipment Procurement		10,000	
Building Commissioning (Allowance)		19,500	Allowance
Phase Total	\$	117,590	
Reimbursable Expense Allowance	4%	8,316	Allowance % of Basic Services
TOTAL FEE + ALLOWANCES/EXPENSES		398,106	

PROJECT BUDGET ASSUMPTIONS

Construction Cost

\$2,700,000

Furniture & Equipment

\$100,000

Sedalia Fire Stations and Training Center

10/25/2022

Exhibit A - Site Two

	TOTAL	REMARKS
PRE DESIGN SERVICES		
Program Verification and Tours	0	
Site Platting	0	not included
Site Survey	12,300	
Geotechnical Investigation (Allowance)	12,000	
Range Cost Estimate	4,500	
Community Engagement (Allowance)	0	
Phase Total	\$ 28,800	
BASIC SERVICES	135,000	5.00%
Card Access	0	0.00%
CCTV	0	0.00%
AV	0	0.00%
IT Infrastructure	0	0.00%
Furniture Layouts on Plans		included
Phase Total	\$ 135,000	5.00%
ADDITIONAL SERVICES		
Non-Concurrent Building Construction Premium	12,400	
Non-Prototype Design Premium - Mirrored Building (additional)	22,000	
Non-Prototype Design Premium - Same Plan Different Look (additional)	46,500	
Non-Prototype Design Premium - New Design (additional)	72,000	
Early Bid Package (one)	6,000	
Land Disturbance Permitting (SWPPP)	2,300	
Stormwater Management Plan / Flood Plain Adjustment	32,000	
Sanitary Sewer Main Extension (if required)	8,400	
Water Main Extension (if required)	5,400	
Record Documents	13,500	
Furniture & Equipment Procurement	10,000	
Building Commissioning (Allowance)	19,500	Allowance
Phase Total	\$ 250,000	
Reimbursable Expense Allowance	4%	0 Allowance % of Basic Services
TOTAL FEE + ALLOWANCES/EXPENSES	413,800	

PROJECT BUDGET ASSUMPTIONS

Construction Cost

\$2,700,000

Furniture & Equipment

\$100,000

Sedalia Fire Stations and Training Center

10/25/2022

Exhibit A - Training Tower & Classroom

		TOTAL	REMARKS
PRE DESIGN SERVICES			
Program Verification and Tours		0	
Site Platting		0	not included
Site Survey		13,800	required if not located on Site One
Geotechnical Investigation (Allowance)		12,000	required if not located on Range One
Range Cost Estimate		4,500	
Community Engagement (Allowance)		0	
Phase Total	\$	30,300	
BASIC SERVICES			
Card Access		70,000	7.00%
CCTV		4,050	0.15%
AV		4,050	0.15%
IT Infrastructure		6,750	0.25%
Furniture Layouts on Plans			included
Phase Total	\$	88,900	7.70%
ADDITIONAL SERVICES			
Non-Concurrent Building Construction Premium		6,400	
Record Documents		8,890	
Furniture & Equipment Procurement		10,000	
Building Commissioning (Allowance)		0	Allowance
Phase Total	\$	25,290	
Reimbursable Expense Allowance	4%	0	Allowance % of Basic Services
TOTAL FEE + ALLOWANCES/EXPENSES		144,490	

PROJECT BUDGET ASSUMPTIONS

Construction Cost

\$1,000,000

Furniture & Equipment

\$100,000

RESOLUTION _____

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT BY THE SEDALIA POLICE DEPARTMENT FROM THE MISSOURI DEPARTMENT OF PUBLIC SAFETY AND HOMELAND SECURITY FOR TWO DRONES.

WHEREAS, the Sedalia Police Department is eligible to accept a grant from the Missouri Department of Public Safety and Homeland Security for two drones; and

WHEREAS, said funding has been approved and the Missouri Department of Public Safety and Homeland Security has awarded a grant to the City of Sedalia, Missouri in the amount of Three Thousand Nine Hundred Twenty-Seven Dollars and Ninety-Nine Cents (\$3,927.99) for two drones to help support state and local efforts to prevent terrorism and other catastrophic events.

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

Section 1. The Sedalia Police Department is hereby authorized to accept the grant funding from the Missouri Department of Public Safety and Homeland Security for two drones.

Section 2. The Council of the City of Sedalia, Missouri hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and the Missouri Department of Public Safety and Homeland Security in substantially the same form and content as the agreement has been proposed.

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

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

PASSED by the Council of the City of Sedalia, Missouri, this 7th day of November, 2022.

Presiding Officer of the Council

ATTEST:

Jason S. Myers
City Clerk

Sedalia Police Department
DEPARTMENTAL MEMORANDUM
Office of the Chief of Police

To : City Administrator Kelvin Shaw

From : Chief Matthew Wirt_____

Date : October 31, 2022

Ref : CTO Grant Acceptance

The Sedalia Police Department applied for and received a grant from the Missouri Office of Homeland Security. The grant is designed to add additional funding for police departments in Missouri to assist with equipment that will help with specific issues in our community. The SHSP Counter Terrorism Officer (CTO) Equipment Grant in the amount of \$3,927.99 was awarded to purchase two drones. The drones will be used to meet the goals of the grant and provide additional resources to the SPD.



Missouri Department of Public Safety
Office of Homeland Security
Division of Grants
P.O. Box 749, Jefferson City, MO 65101
Telephone: 573-526-6125 Fax: 573-526-9012

SUBAWARD AGREEMENT

DATE 10/20/2022		FEDERAL IDENTIFICATION NUMBER EMW-2022-SS-00094		OHS CONTROL NUMBER 25	
SUBRECIPIENT NAME Sedalia Police Department		UEI NUMBER NBRKXF5U79J4			
ADDRESS 200 W. 2 nd St.					
CITY Sedalia		STATE MO		ZIP CODE 65301	
TOTAL AMOUNT OF THE FEDERAL AWARD \$3,927.99		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$3,927.99			
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$3,927.99		TOTAL APPROVED COST SHARING OR MATCHING \$0			
PROJECT PERIOD FROM 09/01/2022		PROJECT PERIOD TO 08/31/2023		FEDERAL AWARD DATE 09/01/2022	
PROJECT TITLE FY22 – SHSP – CTO – Sedalia PD		FUNDED BY FY 2022 Homeland Security Grant Program			
FEDERAL AWARING AGENCY Department of Homeland Security		PASS THROUGH ENTITY MO Department of Public Safety/Office of Homeland Security		IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
				INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> AMOUNT	
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067		METHOD OF PAYMENT (Reimbursement – Advanced) Reimbursement			
CONTACT INFORMATION					
OHS GRANT SPECIALIST			SUBRECIPIENT PROJECT DIRECTOR		
NAME Debbie Musselman			NAME Chief Matthew Wirt		
E-MAIL ADDRESS Debbie.Musselman@dps.mo.gov			ADDRESS (If different from above) 200 S. Osage Ave.		
TELEPHONE (573) 751-5997			CITY, STATE AND ZIP CODE Sedalia, MO 65301		
PROGRAM MANAGER Joni McCarter			TELEPHONE 660-827-7823		E-MAIL ADDRESS mwirt@sedaliapolice.com
SUMMARY DESCRIPTION OF PROJECT The purpose of the FY 2022 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goals to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization or community, but rather, require the combined effort of the whole community. These funds are dedicated towards equipment purchases for agency's employing a member of the Missouri Office of Homeland Security Counter Terrorism Officer Program. Counter Terrorism Officers are specially trained officers of local law enforcement agencies that provide a level of expertise to their agency and community with regards to terrorism prevention, response, and mitigation.					
AWARDING AGENCY APPROVAL			SUBRECIPIENT AUTHORIZED OFFICIAL		
TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director			TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Andrew Dawson, Mayor		
SIGNATURE OF APPROVING DPS OFFICIAL		DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL		DATE
THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.					

GRANT PROGRAM FY 2022 State Homeland Security Program	SUBRECIPIENT Sedalia Police Department
AWARD NUMBER EMW-2022-SS-00094-25	DATE 10/20/2022
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Article I – Summary Description of Award

The purpose of the FY 2022 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II – DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article III – Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency.

II. DHS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2 Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement the subrecipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the subrecipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article IV – General Acknowledgements and Assurances

All subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities and staff.

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1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/OHS.
2. Subrecipients must give DHS/OHS access to, and the right to examine and copy records, accounts and other documents and sources of information related to the award and permit access to facilities or personnel.
3. Subrecipients must submit timely, complete and accurate reports to the appropriate DHS/OHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identified steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to civilrightsevaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article V – Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article VI – Activities Conducted Abroad

Subrecipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VII – Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

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Article VIII – Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles I, II and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended 42 U.S.C. sections 12101-12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IX – Best Practices for Collection and Use of Personally Identifiable Information (PII)

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article X – Civil Rights Act of 1964 – Title VI

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XI – Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XII – Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U. S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIII – Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.

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Article XIV – Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XV – Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XVI – Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVII – Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVIII – False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XIX – Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XX– Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

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Article XXI – Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXII – Hotel and Motel Fire Safety Act of 1990

Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIII – John S. McCain National Defense Authorization Act of Fiscal Year 2019

Subrecipients, their contractors, and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors, and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXIV – Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://jwww.lep.gov>.

Article XXV– Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to the federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVI – National Environmental Policy Act

Subrecipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 43 U.S.C. section 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can

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exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVII – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVIII – Non-Supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXIX – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXX – Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq., unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXI – Procurement of Recovered Materials

Subrecipients must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXII – Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXIII – Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part

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200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIV – Reporting Subawards and Executive Compensation

Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the award terms and conditions.

Article XXXV – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desk, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, subrecipients may apply for, and the agency may grant, a waiver from these requirements.

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a. When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

1. Applying the domestic content procurement preference would be inconsistent with public interest;
2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole, or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure. For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act.

Article XXXVI – SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVII – Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

Article XXXVIII – Trafficking Victims Protection Act of 2000 (TVPA)

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000, (TVPA) (codified as amended by 22 U.S.C. section 7104). The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XXXIX – Universal Identifier and System of Award Management

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

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Article XL– USA PATRIOT Act of 2001

Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLI – Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLII – Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIII – Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding required subrecipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the OHS/Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIV – Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award, state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLV – Office of Homeland Security, Specific

By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of their Threat and Hazard Identification and Risk Assessment (THIRA).

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2. To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.
3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
 - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS for review or be readily available for review prior to execution of the contract.
7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the

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obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

9. To follow the grant program guidelines as stated in the OHS Administrative Guide for Homeland Security Grants, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
11. In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
12. Prior written approval from OHS is required prior to making any change to the OHS approved budget for this award.
13. To submit Grant Status Reports to OHS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to OHS within 45 days after the end of the project period.
14. All items that meet the OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the OHS prior to the start of any project.
16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.
17. The purchase of any generator requires prior approval from the OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
18. Purchases from a single feasible source must have prior approval from the OHS.

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19. Subrecipient is required to complete the 2022 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2021 NCSR will be open October 1, 2022 and must be completed by each subrecipient no later than December 31, 2022.

20. Subrecipients that contract with and utilize WebEOC Emergency Management Software – Juvare, must fully fuse and maintain an active connection with Missouri's State Emergency Management Agency (SEMA). This setup will allow for a more efficient resource response to Missouri communities during an emergency incident as well as allow emergency personnel to monitor events that may impact their community during an extended event. Fusion of other WebEOC accounts in Missouri will also assist in streamlining resource requests by reducing redundant entry in a local WebEOC account and then once again in the Missouri WebEOC account should the request not be able to be filled locally. Redundant data entry during an emergency can lead to time loss, data entry errors and omission of important details. This required setup will also allow SEMA Emergency Service Function (ESF) partners to monitor the use of resources throughout the state for Mutual aid needs.

21. Agencies purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:
 - a. LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.
 - b. Prior to purchasing LPR services, the agency should verify the vendor's MOU status with the MSHP CJIS Division by emailing mshphelpdesk@mshp.dps.mo.gov.
 - c. Share LPR data through the MoDEX process with statewide sharing platforms (i.e., MULES).
 - d. Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor's software. Examples include, but are not limited to fusion centers, drug task forces, special investigations units, etc.
 - e. Connect to the Missouri State Highway Patrol's Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.
 - f. Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.
 - g. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once

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approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).

Article XLVI – Special Conditions

1. The subrecipient agency must attend and complete the FY 2022 State Homeland Security Program (SHSP) Counter Terrorism Officer (CTO) Equipment Grant Compliance Workshop. No claims will be reimbursed by the OHS until a member of the subrecipient agency has completed the Compliance Workshop.

RESOLUTION _____

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT BY THE SEDALIA POLICE DEPARTMENT FROM THE MISSOURI DEPARTMENT OF PUBLIC SAFETY AND HOMELAND SECURITY FOR ONE DRONE.

WHEREAS, the Sedalia Police Department is eligible to accept a grant from the Missouri Department of Public Safety and Homeland Security for one drone; and

WHEREAS, said funding has been approved and the Missouri Department of Public Safety and Homeland Security has awarded a grant to the City of Sedalia, Missouri in the amount of Fourteen Thousand, Seven Hundred Fifty-five dollars (\$14,755.00) for one drone to help support state and local efforts to prevent terrorism and other catastrophic events.

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

Section 1. The Sedalia Police Department is hereby authorized to accept the grant funding from the Missouri Department of Public Safety and Homeland Security for one drone.

Section 2. The Council of the City of Sedalia, Missouri hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and the Missouri Department of Public Safety and Homeland Security in substantially the same form and content as the agreement has been proposed.

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

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

PASSED by the Council of the City of Sedalia, Missouri, this 7th day of November, 2022.

Presiding Officer of the Council

ATTEST:

Jason S. Myers
City Clerk

Sedalia Police Department
DEPARTMENTAL MEMORANDUM
Office of the Chief of Police

To : City Administrator Kelvin Shaw

From : Chief Matthew Wirt_____

Date : October 31, 2022

Ref : SHSP PSTCP Grant Acceptance

The Sedalia Police Department applied for and received a grant from the Missouri Office of Homeland Security. The grant is designed to add additional funding for police departments in Missouri to assist with equipment that will help with specific issues in our community. The State Homeland Security Program Protection of Soft Targets/Crowded Places Grant (SHSP PSTCP) was awarded to the SPD in the amount of \$14,755.00. The grant will be used to purchase one drone to meet the goals of the grant and provide additional resources to the SPD. I recommend the city accepts this grant.



Missouri Department of Public Safety
Office of Homeland Security
Division of Grants
P.O. Box 749, Jefferson City, MO 65101
Telephone: 573-526-6125 Fax: 573-526-9012

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SUBRECIPIENT NAME Sedalia Police Department		DATE 10/20/2022	
ADDRESS 200 W. 2nd St.		FEDERAL IDENTIFICATION NUMBER EMW-2022-SS-00094	OHS CONTROL NUMBER 32
CITY Sedalia	STATE MO	ZIP CODE 65301	
TOTAL AMOUNT OF THE FEDERAL AWARD \$14,755.00		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$14,755.00	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$14,755.00		TOTAL APPROVED COST SHARING OR MATCHING \$0	
PROJECT PERIOD FROM 09/01/2022	PROJECT PERIOD TO 08/31/2023	FEDERAL AWARD DATE 09/01/2022	
PROJECT TITLE FY22 – SHSP – PSTCP – Sedalia PD		FUNDED BY FY 2022 Homeland Security Grant Program	
FEDERAL AWARDOING AGENCY Department of Homeland Security	PASS THROUGH ENTITY MO Department of Public Safety/Office of Homeland Security	IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067		METHOD OF PAYMENT (Reimbursement – Advanced) Reimbursement	
CONTACT INFORMATION			
OHS GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME Debbie Musselman		NAME Chief Matthew Wirt	
E-MAIL ADDRESS Debbie.Musselman@dps.mo.gov		ADDRESS (if different from above) 200 S. Osage Ave.	
TELEPHONE (573) 751-5997		CITY, STATE AND ZIP CODE Sedalia, MO 65301	
PROGRAM MANAGER Joni McCarter		TELEPHONE 660-827-7823	E-MAIL ADDRESS mwirt@sedaliapolice.com
SUMMARY DESCRIPTION OF PROJECT The purpose of the FY 2022 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goals to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization or community, but rather, require the combined effort of the whole community. The purpose of the State Homeland Security Program (SHSP) Protection of Soft Targets Crowded Places (PSTCP) supports the National Priority of Enhancing the Protection of soft targets/crowded places and provides equipment for physical security enhancements for soft targets/crowded places including items such as security cameras, security screening equipment, lighting, access controls, fencing, gates and barriers, and vehicle and crowd control.			
AWARDING AGENCY APPROVAL		SUBRECIPIENT AUTHORIZED OFFICIAL	
TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Andrew Dawson, Mayor	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE
THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.			

GRANT PROGRAM FY 2022 State Homeland Security Program	SUBRECIPIENT Sedalia Police Department
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Article I – Summary Description of Award

The purpose of the FY 2022 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II – DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article III – Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency.

II. DHS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2 Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement the subrecipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the subrecipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article IV – General Acknowledgements and Assurances

All subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities and staff.

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1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/OHS.
2. Subrecipients must give DHS/OHS access to, and the right to examine and copy records, accounts and other documents and sources of information related to the award and permit access to facilities or personnel.
3. Subrecipients must submit timely, complete and accurate reports to the appropriate DHS/OHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identified steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to civilrightsevaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article V – Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article VI – Activities Conducted Abroad

Subrecipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VII – Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

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Article VIII – Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles, I, II and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended 42 U.S.C. sections 12101-12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IX – Best Practices for Collection and Use of Personally Identifiable Information (PII)

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article X – Civil Rights Act of 1964 – Title VI

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XI – Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XII – Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIII – Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.

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Article XIV – Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XV – Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XVI – Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVII – Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVIII – False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XIX – Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XX– Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

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Article XXI – Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXII – Hotel and Motel Fire Safety Act of 1990

Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIII – John S. McCain National Defense Authorization Act of Fiscal Year 2019

Subrecipients, their contractors, and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors, and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXIV – Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://jwww.lep.gov>.

Article XXV– Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to the federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVI – National Environmental Policy Act

Subrecipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 43 U.S.C. section 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can

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exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVII – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVIII – Non-Supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXIX – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXX – Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq., unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXI – Procurement of Recovered Materials

Subrecipients must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXII – Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXIII – Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part

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200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIV – Reporting Subawards and Executive Compensation

Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the award terms and conditions.

Article XXXV – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desk, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, subrecipients may apply for, and the agency may grant, a waiver from these requirements.

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a. When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

1. Applying the domestic content procurement preference would be inconsistent with public interest;
2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole, or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure. For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act.

Article XXXVI – SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVII – Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

Article XXXVIII – Trafficking Victims Protection Act of 2000 (TVPA)

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000, (TVPA) (codified as amended by 22 U.S.C. section 7104). The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XXXIX – Universal Identifier and System of Award Management

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

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Article XL– USA PATRIOT Act of 2001

Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLI – Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLII – Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIII – Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding required subrecipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the OHS/Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIV – Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award, state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLV – Office of Homeland Security, Specific

By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of their Threat and Hazard Identification and Risk Assessment (THIRA).

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2. To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.
3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
 - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS for review or be readily available for review prior to execution of the contract.
7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the

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obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

9. To follow the grant program guidelines as stated in the OHS Administrative Guide for Homeland Security Grants, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
11. In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
12. Prior written approval from OHS is required prior to making any change to the OHS approved budget for this award.
13. To submit Grant Status Reports to OHS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to OHS within 45 days after the end of the project period.
14. All items that meet the OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the OHS prior to the start of any project.
16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.
17. The purchase of any generator requires prior approval from the OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
18. Purchases from a single feasible source must have prior approval from the OHS.

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19. Subrecipient is required to complete the 2022 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2022 NCSR will be open October 1, 2022 and must be completed by each subrecipient no later than December 31, 2022.
20. Subrecipients that contract with and utilize WebEOC Emergency Management Software – Juvare, must fully fuse and maintain an active connection with Missouri’s State Emergency Management Agency (SEMA). This setup will allow for a more efficient resource response to Missouri communities during an emergency incident as well as allow emergency personnel to monitor events that may impact their community during an extended event. Fusion of other WebEOC accounts in Missouri will also assist in streamlining resource requests by reducing redundant entry in a local WebEOC account and then once again in the Missouri WebEOC account should the request not be able to be filled locally. Redundant data entry during an emergency can lead to time loss, data entry errors and omission of important details. This required setup will also allow SEMA Emergency Service Function (ESF) partners to monitor the use of resources throughout the state for Mutual aid needs.
21. Agencies purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:
 - a. LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.
 - b. Prior to purchasing LPR services, the agency should verify the vendor’s MOU status with the MSHP CJIS Division by emailing mshphelpdesk@mshp.dps.mo.gov.
 - c. Share LPR data through the MoDEX process with statewide sharing platforms (i.e., MULES).
 - d. Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor’s software. Examples include, but are not limited to fusion centers, drug task forces, special investigations units, etc.
 - e. Connect to the Missouri State Highway Patrol’s Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.
 - f. Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.
 - g. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once

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approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).

Article XLVI – Special Conditions

1. The subrecipient agency must attend and complete the FY 2022 State Homeland Security Program (SHSP) Protection of Soft Targets/Crowded Places (PSTCP) Compliance Workshop. No claims will be reimbursed by the OHS until a member of the subrecipient agency has completed the Compliance Workshop.
2. The subrecipient is required to complete and submit the Jurisdictional Threat Assessment to the OHS by December 31, 2022. The Jurisdictional Threat Assessment must be completed by the law enforcement agency that has jurisdiction in the agencies' location. No claims will be reimbursed by the OHS until the Jurisdictional Threat Assessment has been completed and submitted.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A SALES ORDER FOR THE PURCHASE OF RADAR UNITS FOR THE POLICE DEPARTMENT.

WHEREAS, The City of Sedalia, Missouri, has received a sales order from the Stalker Radar for the purchase of 4 radar units for the Sedalia Police Department; and

WHEREAS, under the terms of the sales order, the City of Sedalia shall pay the sum and amount of Eleven Thousand, Six Hundred Two Dollars, and Fifty Cents (\$11,602.50) to the Stalker Radar for said radar units as more fully described in the sales order 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 sales order by and between the City of Sedalia, Missouri, Sedalia Police Department, and Stalker Radar in substantively the same form and content as the sales order has been proposed.

Section 2. The City Administrator or the Chief of Police 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 sales order, and any other documentation necessary, in substantively the same form and content as it has been proposed.

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the sales order, and any other 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 7th day of November, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of November, 2022.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers, City Clerk

Sedalia Police Department
DEPARTMENTAL MEMORANDUM
Office of the Chief of Police

To : City Administrator Kelvin Shaw

From : Chief Matthew Wirt_____

Date : October 31, 2022

Ref : Radar Purchase

The Sedalia Police Department over the last year has begun to replace the police car radars using grant funds. Stalker radar has provided a quote for the purchase of four stalker radars under the cooperative purchasing Missouri State contract price of \$2,895 each. In addition, Stalker will provide one radar for free since we are purchasing four radars at one time. The purchase and revenue were both planned for FY23. Staff recommends the total purchase for \$11,580.



Sales Order #277643

applied concepts, inc.

This Is Not An Invoice

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

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Date: 10/19/22

Inside Sales Partner: Bart Hogue
+1-972-801-4864
barth@a-concepts.com

Reg Sales Mgr: Bill Johnson
972-398-3780
billj@stalkerradar.com

PO# Email - Silvey

Est Ship Date: 12/27/2022

Bill To: Sedalia Police Dept 300 W 3rd St Sedalia, MO 65301-4302	Customer ID: 104913 Accounts Payable	Ship To: Sedalia Police Dept 300 W 3rd St Sedalia, MO 65301-4302	FedEx Ground Corporal Andrew Silvey
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	4	806-0022-00	DSR 2 Antenna Radar	36	\$2,895.00	\$11,580.00
Ln	Qty	Part Number	Description	Est. Ship	Price	Ext Price
1	4	200-0999-40*	DSR Enhanced Counting Unit, 1.5 PCB	12/27/2022		\$0.00
2	4	200-1000-40	DSR Modular Display	12/27/2022		\$0.00
3	8	200-1237-00	DSR Ka Antenna	12/27/2022		\$0.00
4	4	200-0921-00	DSR Ergonomic Remote Control w/Screw Latch	12/27/2022		\$0.00
5	4	200-0769-00	25 MPH/40 KPH KA Tuning Fork	12/27/2022		\$0.00
6	4	200-0770-00	40 MPH/64 KPH KA Tuning Fork	12/27/2022		\$0.00
7	4	200-0243-00	Counting/Display Tall Mount	12/27/2022		\$0.00
8	4	200-0244-00	Antenna Dash Mount	12/27/2022		\$0.00
9	4	200-0245-00	Antenna Tall Deck Mount	12/27/2022		\$0.00
10	4	200-0648-00	Display Sun Shield	12/27/2022		\$0.00
11	4	155-2591-08	8 Foot Antenna Cable, IP67	12/27/2022		\$0.00
12	4	155-2591-16	16 Foot Antenna Cable, IP67	12/27/2022		\$0.00
13	4	200-0622-00	VSS Cable Kit	12/27/2022		\$0.00
14	4	200-0821-00	DSR Documentation Kit	12/27/2022		\$0.00
15	4	035-0361-00	Shipping Container, Dash Mounted Radar	12/27/2022		\$0.00
16	4	060-1000-36	36 Month Warranty	12/27/2022		\$0.00
Group Total						\$11,580.00

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
2	1	806-0022-00	DSR 2 Antenna Radar	36	\$0.00	\$0.00
Ln	Qty	Part Number	Description	Est. Ship	Price	Ext Price
17	1	200-0999-40*	DSR Enhanced Counting Unit, 1.5 PCB	12/27/2022		\$0.00
18	1	200-1000-40	DSR Modular Display	12/27/2022		\$0.00
19	2	200-1237-00	DSR Ka Antenna	12/27/2022		\$0.00
20	1	200-0921-00	DSR Ergonomic Remote Control w/Screw Latch	12/27/2022		\$0.00
21	1	200-0769-00	25 MPH/40 KPH KA Tuning Fork	12/27/2022		\$0.00
22	1	200-0770-00	40 MPH/64 KPH KA Tuning Fork	12/27/2022		\$0.00
23	1	200-0243-00	Counting/Display Tall Mount	12/27/2022		\$0.00
24	1	200-0244-00	Antenna Dash Mount	12/27/2022		\$0.00
25	1	200-0245-00	Antenna Tall Deck Mount	12/27/2022		\$0.00
26	1	200-0648-00	Display Sun Shield	12/27/2022		\$0.00

** Continued on Next Page **



Sales Order

#277643

applied concepts, inc.

This Is Not An Invoice

Page 2 of 2

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Date: 10/19/22

Inside Sales Partner: Bart Hogue
+1-972-801-4864
barth@a-concepts.com

Reg Sales Mgr: Bill Johnson
972-398-3780
billj@stalkerradar.com

PO# Email - Silvey

Est Ship Date: 12/27/2022

Bill To: Sedalia Police Dept 300 W 3rd St Sedalia, MO 65301-4302	Customer ID: 104913 Accounts Payable	Ship To: Sedalia Police Dept 300 W 3rd St Sedalia, MO 65301-4302	<i>FedEx Ground</i> Corporal Andrew Silvey
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
2	1	806-0022-00	DSR 2 Antenna Radar	36	\$0.00	\$0.00
Ln	Qty	Part Number	Description	Est. Ship	Price	Ext Price
27	1	155-2591-08	8 Foot Antenna Cable, IP67	12/27/2022		\$0.00
28	1	155-2591-16	16 Foot Antenna Cable, IP67	12/27/2022		\$0.00
29	1	200-0622-00	VSS Cable Kit	12/27/2022		\$0.00
30	1	200-0821-00	DSR Documentation Kit	12/27/2022		\$0.00
31	1	035-0361-00	Shipping Container, Dash Mounted Radar	12/27/2022		\$0.00
32	1	060-1000-36	36 Month Warranty	12/27/2022		\$0.00
33	1	005-8038-00	2022 Promo Pricing - Buy 4 DSR get 1 Free	12/27/2022	\$0.00	\$0.00
Group Total						\$0.00

Product	\$11,580.00	Sub-Total:	\$11,580.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$22.50
		Total: USD	\$11,602.50

001

Do not pay - This Is Not An Invoice

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING SUBMISSION OF A U.S. DEPARTMENT OF
TRANSPORTATION STRENGTHENING MOBILITY AND REVOLUTIONIZING
TRANSPORTATION (SMART) GRANT APPLICATION.**

WHEREAS, the City of Sedalia, Missouri is applying for a grant through the U. S. Department of Transportation for a SMART Grant focused on advanced smart city or community technologies and systems to improve transportation efficiency and safety.

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

Section 1. The City Administrator is hereby authorized to sign the grant application for strengthening mobility and revolutionizing transportation (SMART) grant funds and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required by the U.S. Department of Transportation.

Section 2. In the event a grant is awarded, the City of Sedalia working in close coordination with the U.S. Department of Transportation is prepared to complete the project within the time period identified on the signed project agreement.

Section 3. In the event a grant is awarded, the City of Sedalia will comply with all rules and regulations of the U.S. Department of Transportation grant program, applicable Executive Orders and all state laws that govern the grant applicant during the performance of the project.

PASSED by the Council of the City of Sedalia, Missouri, this 7th day of November, 2022.

Presiding Officer of the Council

ATTEST:

Jason S. Myers
City Clerk

To: Kelvin Shaw
From: Matt Irwin and Brenda Ardrey *BA*
Date: Nov. 4, 2022
Subject: Authority to Apply for Grant Funds – U.S. DOT SMART Grant Application

The Fire and Public Works Departments are requesting City Council's approval to apply for a U.S. Department of Transportation Strengthening Mobility and Revolutionizing Transportation (SMART) grant. Funds for the fiscal year (FY) 2022 SMART Grants Program are to be awarded by U.S. DOT on a competitive basis to conduct demonstration projects focused on advanced smart city or community technologies and systems to improve transportation efficiency and safety. Program guidance issued by U.S. DOT indicates that cost sharing or matching is not required for Stage I: Planning and Prototyping.

There is a quick turnaround time on this project as grant applications must be submitted by 5:00 PM EST on Friday, November 18, 2022. According to the grant application guidance document the Phase I project must reach completion within 18 months of when the grant is executed.

Stage I projects may request up to \$2 million. Because of the technologies and the need in some cases to update not only our roadway signal components to allow for their use, but also for use of existing vehicles for both City and County first responders, we request approval to request up to the \$2 million maximum. The technology will also allow private motorists with advanced technology vehicles to be advised of system activities and be kept abreast of system status. This Stage I project will allow for the below listed eligible development and construction activities to be included in the project budget:

Eligible development and construction activities for grant funding include the following:

- planning;
- feasibility analyses;
- revenue forecasting;
- environmental review;
- permitting;
- preliminary engineering and design work;
- systems development or information technology work;
- acquisition of real property (including land and improvements to land relating to an eligible project);
- construction;
- reconstruction;
- rehabilitation;
- replacement;
- environmental mitigation;
- construction contingencies; and
- acquisition of equipment, including vehicles.

Specifically, the planned project will allow for active management and functioning of traffic signals, including through:

- Use of automated traffic signal performance measures;
- Implementing strategies, activities, and projects that support active management of traffic signal operations, including through optimization of corridor timing; improved vehicle, pedestrian, and bicycle detection at traffic signals; or the use of connected vehicle technologies;
- Replacement of outdated traffic signals; or

- For an eligible entity serving a population of less than 500,000, paying the costs of temporary staffing hours dedicated to updating traffic signal technology.

We plan also to work in close coordination with the Missouri Department of Transportation in regard to their signals along U.S. Highways 50 and 65.

The grant guidance document notes that projects under the SMART Grants Program seek to address environmental justice, particularly for communities that disproportionately experience climate change-related consequences. Environmental justice, as defined by the Environmental Protection Agency, is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.²⁰ As part of the Department's implementation of Executive Order 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619), the Department seeks to fund projects that, to the extent possible, target at least 40 percent of resources and benefits towards low-income communities, disadvantaged communities, communities underserved by affordable transportation, or overburdened communities. Projects that have not sufficiently considered climate change and environmental justice in their planning, as determined by the Department, will be required to do so before receiving funds.

Phase II implementation grants may be awarded for up to \$15 million.

Thank you for your consideration of this project proposal.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE CALLING A GENERAL ELECTION TO BE HELD ON APRIL 4, 2023 FOR THE PURPOSE OF ELECTING ONE COUNCILMAN FROM EACH OF THE FOUR WARDS IN THE CITY OF SEDALIA, MISSOURI AND FOR THE PURPOSE OF ELECTING ONE ADDITIONAL COUNCILMAN FROM THE THIRD WARD IN THE CITY OF SEDALIA, MISSOURI TO FILL AN UNEXPIRED TERM FOR ONE YEAR DUE TO A VACANCY OCCURING IN SUCH OFFICE.

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

Section 1. A municipal non-partisan general election shall be held on Tuesday, April 4, 2022 in the City of Sedalia, Missouri for the purpose of electing one Councilman from each of the four wards in the City of Sedalia, Missouri and for the purpose of electing one additional councilman from the third in the City of Sedalia, Missouri, to fill an unexpired term for one year due to a vacancy occurring in such office.

Section 2. The said municipal general election shall be held in accordance with the laws of the State of Missouri and the Ordinances of the City of Sedalia, Missouri, and the said election shall be conducted by the County Clerk of Pettis County, Missouri. Filing of declarations of candidacy may begin on December 6, 2022 at 8:00 a.m. and will be accepted, thereafter Monday through Friday excluding holidays, from 8:30 a.m. until 5:00 P.M. on December 27, 2022 at the City Clerk's office.

Section 3. At or before 5:00 P.M. on January 24, 2023, the City Clerk shall give notice of the said municipal general election to the County Clerk, including a sample ballot for the said municipal general election duly certifying the candidates at the said election.

Section 4. This ordinance shall take effect and be in full force and effect from and after its passage by the City Council and approval by the Mayor.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 7th day of November, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of November, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER TWELVE OF THE CITY CODE
REGARDING BUSINESS REGULATION AND TAXATION.**

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

The City Code, Chapter Twelve, Article Two, Division One is hereby amended to read as follows:

“Sec. 12-21. Doing business without payment of tax prohibited

(a) It shall be unlawful for any person, either as principal or agent, to conduct, pursue, carry on, or operate within the city any motor vehicle, or any trade, profession, calling, business, vocation or occupation specified in this chapter without paying in advance the license tax as prescribed therefor in this chapter.

(Code 1969, § 13-1; Code 1982, § 26-36)

State Law reference— Authority for levy by municipality of license taxes on certain businesses, RSMo 94.110 et seq.; merchants' tax, RSMo 94.080; authority of city council to levy taxes and require licenses, RSMo 94.020.

(b) *Any business license application or renewal shall include this provision: “Doing business without a license is unlawful. Customers and employees can be cited for trespass for conducting business on unlicensed premises.”*

(c) *Any person found to be in violation of this section this shall be personally served by law enforcement with notice to cease all business operations until the proper business license is procured. Such notice shall state that customers and employees conducting business on the premises are subject to citation and arrest for trespass. Such notice shall further state that the person may make a written request for a hearing to the city clerk within three business days of service to contest the cease order.*

(d) *No sooner than four business days after service of the notice, police officers shall affix a notice on the premises stating that “This Business is Closed, No Customer or Employee Trespassing.” At that time, police officers shall order all customers and employees to leave the premises, allowing reasonable time for the employees to secure property and render the premises safe. The owner of the property and any residents may remain and may further use the premises for any legal, non-commercial purpose, but may not conduct business there until properly licensed.*

(e) *Customers, meaning persons on the premises for the purpose of buying goods or services, and employees, meaning persons on the premises who are employed to produce goods or*

services, are guilty of trespass, as defined by Section 36-53, if found to be on such premises after the notice in subsection (d) has been affixed."

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 7th day of November 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of November 2022.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER THIRTY-SIX OF THE CITY CODE
REGARDING OFFENSES AND MISCELLANEOUS PROVISIONS.**

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

The City Code, Chapter Thirty-Six, Article Three, is hereby amended to read as follows:

“Sec. 36-53. Trespass, loitering about dwelling houses at night.

(a) It shall be unlawful for any person to trespass upon the property of another at any time; or, between the hours of sunset and sunrise, to loiter about or upon premises whereon the dwelling house or residence of another person is established, or to approach such dwelling house or residence except by the walk or path leading from the public street to the front door, as provided by the property owner.

(b) It shall be unlawful for any person to commit any trespass upon the land connected with a public building or upon any public grounds of the city when the same is not open to the public for its usual and ordinary use during reasonable hours.

(c) A person commits the offense of trespass if he enters or remains unlawfully upon real property of another. The fact that a person has no intent to enter unlawfully or remain unlawfully is no defense to this section.

(d) A person enters unlawfully or remains unlawfully in or upon premises when he is not licensed or privileged to do so. A person is not licensed to conduct business for goods or services as a customer or employee at a location that does not have a valid business license. A person who, regardless of his purpose, enters or remains in or upon premises which are at the time open to the public does so with license and privilege unless he defies a lawful order not to enter or remain, personally communicated to him by the owner of such premises or by other authorized person. A license or privilege to enter or remain in a building which is only partly open to the public is not a license or privilege to enter or remain in that part of the building which is not open to the public.

(c) Trespass is a misdemeanor. The penalty for a first offense shall be a fine as provided for trespass in City Fee Schedule. The penalty for a second offense at the same location within 90 days shall be one day in jail.

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 7th day of November 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of November 2022.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CONTROLLED SUBSTANCE AND ALCOHOL TESTING POLICY.

WHEREAS, the City of Sedalia has identified the need to change the City of Sedalia's Personnel Regulations Manual pertaining to controlled substance and alcohol testing. Said revised policy is attached to this ordinance and is incorporated by reference herein.

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

Section 1. Section 7.15 Controlled Substance and Alcohol testing policy is hereby is hereby deleted and replaced with the said attached policy.

Section 2. This ordinance shall be in full force and effect 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 7th day of November, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of November, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk



Let's Cross Paths

City of Sedalia

Human Resources Department

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 www.sedalia.com

November 7, 2022

City Administrator Shaw,

The Human Resources Department is requesting an update to the Personnel Policies Manual. As you are aware, there are several policy updates, additions, changes and revisions that are needing to be made to our current version of the Personnel Policies Manual.

The following is currently being recommended:

Update the Drug and Alcohol Policy to include swab testing as well as condense and streamline the policy in an effort to separate out policy from procedure.

Sincerely,

Shannon Ramey-Trull
Human Resources Director

Drug and Alcohol Policy

Purpose

In compliance with the Drug-Free Workplace Act of 1988, The City has a longstanding commitment to provide a safe, quality-oriented and productive work environment. Alcohol and drug misuse pose a threat to the health and safety of employees, citizens and to the security of the City's equipment and facilities. For these reasons, The City is committed to the elimination of drug and alcohol use and misuse in the workplace. In addition, it is the purpose of this policy to comply with all applicable State and Federal laws and regulations governing workplace anti-drug and alcohol abuse programs.

Policy

1. Whenever employees are working, are operating any City vehicles, are present on City premises or are conducting City-related work offsite, they are prohibited from:
 - a. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
 - b. Being under the influence of alcohol or drugs including medical marijuana.
 - c. Possessing or consuming alcohol.
2. The City will also not allow employees to perform their duties while taking prescribed or over the counter drugs that may adversely affect their ability to perform their job duties safely and effectively. Employees must notify their Supervisor and Human Resources when taking any prescribed or over the counter medication that might affect the performance of duties.
3. Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

Required Testing

All City employees and U.S. Department of Transportation required positions are covered by one or more of the tests provided by this policy. Substance testing will normally be performed by urinalysis, swab or blood test, and alcohol testing will normally be performed by breath analysis or blood test. All employees are subject to these tests.

Pre-employment

1. Testing for substances shall be made only after a conditional offer of employment, but prior to beginning work. Applicants being considered for hire must pass a drug test before beginning work. Refusal to submit to testing will result in disqualification of further employment consideration.
2. If the individual starts employment prior to test results being received, the employee shall not operate any City vehicle or heavy equipment until the substance test results have been received and verified by the Human Resources Office.
3. Positive test results may result in the withdrawal of the conditional offer of employment.

Reasonable suspicion

When reasonable suspicion testing is warranted, the employee must undergo a drug and/or alcohol test within two hours. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances, which are consistent with the short-term effects of substance abuse or alcohol misuse. Examples of reasonable suspicion include, but are not limited to, the following:

1. Physical signs and symptoms consistent with controlled or prohibited substance use or alcohol misuse.
2. Evidence of the manufacture, distribution, dispensing, possession, or use of controlled substances, drugs, alcohol, or other prohibited substance.
3. Occurrence of a serious or potentially serious accident that may have been caused by controlled or prohibited substance abuse or alcohol misuse.
4. Fights (meaning physical contact), assaults, and flagrant disregard or violations of established safety, security, or other operating procedures.

Refusal by an employee will be treated as a positive drug test result and will result in immediate termination of employment.

Post-accident

1. All employees of any classification are subject to post accident substance and alcohol testing.
2. Alcohol testing shall be completed within two (2) hours of qualified accident. Substance testing shall be completed within twenty-four (24) hours of qualified accident.
3. Testing is required for:

- (a) Accidents involving a city-owned motor vehicle or city-owned heavy equipment, unless vehicle or equipment was legally stopped and was struck by another party.
 - (b) Accidents resulting in damage to City equipment or property or private property caused by the operation of City vehicles or heavy equipment.
 - (c) Accidents resulting in an employee being cited for a traffic violation.
 - (d) Accidents resulting from a violation of a safety policy or procedure.
- 4. Post-accident testing shall be completed during or after necessary medical treatment within the time frame listed above.
 - 5. Refusal by an employee will be treated as a positive test result and will result in immediate termination of employment.

Random

Employees are subject to random drug testing. Random testing may occur at any time and without warning. If chosen for random testing, employee is required to report for testing the same day as notified unless otherwise approved by the City Administrator.

Consequences

Applicants who refuse to cooperate in a drug test or who test positive will not be hired and will not be allowed to reapply/retest for at least 6 months.

Employees who test positive, or otherwise violate this policy, may be terminated.

Additional Employee Responsibilities

- 1. Employees who may be taking either prescription medication or "over the counter" medication which may impair their normal reaction time, distance judgment or reasoning ability must inform their supervisor of the possible impairment upon reporting for work. The employee should only indicate that an impairment might exist and should not share any medical information with their supervisor. The supervisor will then have the employee work with the Human Resources Office so that the proper medical personnel can determine if any restrictions are needed. If Human Resources determines that restrictions are needed, Human Resources will notify the supervisor of the restrictions and the supervisor is then responsible for assigning duties the employee may safely perform that day or shift. If no suitable work can be assigned, the employee may be relieved from work under sick leave.
- 2. Employees who have been unexpectedly recalled for duty after consuming medication or alcohol must inform their supervisor or person responsible for making the recall notice. Supervisors shall not recall employees who have consumed medication or alcohol if such recall would place the employee in

jeopardy or in violation of this section. Alternatively, the employee may be tested to ensure a .00% blood alcohol content prior to assigning employee to duty.

3. Employees who fail to inform their supervisor as required above may be held personally liable for any accident, which results in injury and/or property damage and shall be subject to disciplinary action.

Supervisor Responsibilities

Supervisors shall arrange return to home transportation for any employee who reports to work when:

1. The employee may be affected by prescription or across the counter medication.
2. The employee may be affected or impaired by alcohol consumption. Alcohol testing may be utilized to determine the employee's fitness for work and/or violation of this policy or state law pertaining to driving while intoxicated.

Employee and Supervisor Training

1. All employees whose positions require a CDL or who operate vehicles or heavy equipment weighing 26,001 pounds or greater must receive, on an annual basis, information on signs and symptoms of drug and alcohol abuse, including the effects and consequences of drug use on personal health, safety, and the work environment.
2. All supervisory personnel must receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse at least every 24 months.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OVERTIME COMPENSATION POLICY.

WHEREAS, the City of Sedalia has identified the need to change the City of Sedalia's Personnel Regulations Manual pertaining to overtime compensation.

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

Section 1. Section 5.3E Overtime Compensation, Paragraphs 8, is hereby deleted and replaced with amended language as follows:

"If reimbursements are made to the city as a result of grants or other compensable duties, the determination of overtime compensation shall be made in accordance with the stipulations of the grant or other agreement and thereby shall be paid at the rate as reimbursed. In the instances of Traffic Enforcement Overtime, police officers will be paid at the rate of two times their rate while working on the Traffic Enforcement Project regardless of hours worked and approved by the city prior to the Project implementation, provided that is consistent with the grant award and actual reimbursements."

Section 2. This ordinance shall be in full force and effect 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 7th day of November, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of November, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk



Let's Cross Paths

City of Sedalia

Human Resources Department

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 www.sedalia.com

November 7, 2022

City Administrator Shaw,

The Human Resources Department is requesting an update to the Personnel Policies Manual. As you are aware, there are several policy updates, additions, changes and revisions that are needing to be made to our current version of the Personnel Policies Manual.

The following is currently being recommended:

Much of the traffic safety overtime granted to SPD by the Missouri has now been approved at state level as double time instead of time and a half. However, the state would like to see the City of Sedalia add some additional language to their personnel or city pay regulations. Add the following language to the Overtime Policy,

"If reimbursements are made to the city as a result of grants or other compensable duties, the determination of overtime compensation shall be made in accordance with the stipulations of the grant or other agreement and thereby shall be paid at the rate as reimbursed. In the instances of Traffic Enforcement Overtime, police officers will be paid at the rate of two times their rate while working on the Traffic Enforcement Project regardless of hours worked and approved by the city prior to the Project implementation, provided that is consistent with the grant award and actual reimbursements."

Sincerely,

Shannon Ramey-Trull
Human Resources Director

RESOLUTION _____

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE MISSOURI DEPARTMENT OF PUBLIC SAFETY AND HOMELAND SECURITY FOR CYBERSECURITY LOCAL PREPAREDNESS.

WHEREAS, the City of Sedalia is eligible to accept a grant from the Missouri Department of Public Safety and Homeland Security for Cybersecurity Local Preparedness; and

WHEREAS, said funding has been approved and the Missouri Department of Public Safety and Homeland Security has awarded a grant to the City of Sedalia, Missouri in the amount of Fifteen Thousand dollars (\$15,000.00) for Cybersecurity Local Preparedness to help support state and local efforts to prevent terrorism and other catastrophic events.

NOW, THEREFORE, BE IT RESOLVED 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 the Missouri Department of Public Safety and Homeland Security in substantially the same form and content as the agreement has been proposed.

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

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

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

PASSED by the Council of the City of Sedalia, Missouri, this 7th day of November, 2022.

Presiding Officer of the Council

ATTEST:

Jason S. Myers
City Clerk



Missouri Department of Public Safety
Office of Homeland Security
Division of Grants
P.O. Box 749, Jefferson City, MO 65101
Telephone: 573-526-6125 Fax: 573-526-9012

SUBAWARD AGREEMENT

SUBRECIPIENT NAME Sedalia Police Department		DATE 10/21/2022	
		FEDERAL IDENTIFICATION NUMBER EMW-2022-SS-00094	OHS CONTROL NUMBER 52
ADDRESS 200 W. 2 nd St.		UEI NUMBER NBRKXF65U79J4	
CITY Sedalia	STATE MO	ZIP CODE 65301	
TOTAL AMOUNT OF THE FEDERAL AWARD \$15,000.00		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$15,000.00	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$15,000.00		TOTAL APPROVED COST SHARING OR MATCHING \$0	
PROJECT PERIOD FROM 09/01/2022	PROJECT PERIOD TO 08/31/2024	FEDERAL AWARD DATE 09/01/2022	
PROJECT TITLE FY22 – SHSP – ECSLP – Sedalia PD		FUNDED BY FY 2022 Homeland Security Grant Program	
FEDERAL AWARDOING AGENCY Department of Homeland Security	PASS THROUGH ENTITY MO Department of Public Safety/Office of Homeland Security	IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067		METHOD OF PAYMENT (Reimbursement – Advanced) Reimbursement	
CONTACT INFORMATION			
OHS GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME Debbie Musselman		NAME Monte Richardson	
E-MAIL ADDRESS Debbie.Musselman@dps.mo.gov		ADDRESS (If different from above) 200 S. Osage Ave.	
TELEPHONE (573) 751-5997		CITY, STATE AND ZIP CODE Sedalia, MO 65301	
PROGRAM MANAGER Joni McCarter		TELEPHONE 660-851-7625	E-MAIL ADDRESS mrichardson@sedalia.com
SUMMARY DESCRIPTION OF PROJECT The purpose of the FY 2022 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goals to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization or community, but rather, require the combined effort of the whole community. SHSP Enhancing Cybersecurity Local Preparedness (ECSLP) assists state and local efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to, acts of terrorism in cybersecurity through projects that strengthen local cybersecurity preparedness by focusing on cybersecurity measures to help manage local risk and enhance Missouri's cybersecurity posture.			
AWARDING AGENCY APPROVAL		SUBRECIPIENT AUTHORIZED OFFICIAL	
TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Kelvin Shaw, City Administrator	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE
THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.			

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Article I – Summary Description of Award

The purpose of the FY 2022 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II – DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article III – Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency.

II. DHS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2 Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement the subrecipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the subrecipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article IV – General Acknowledgements and Assurances

All subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities and staff.

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1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/OHS.
2. Subrecipients must give DHS/OHS access to, and the right to examine and copy records, accounts and other documents and sources of information related to the award and permit access to facilities or personnel.
3. Subrecipients must submit timely, complete and accurate reports to the appropriate DHS/OHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identified steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to civilrightsevaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article V – Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article VI – Activities Conducted Abroad

Subrecipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VII – Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

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Article VIII – Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles I, II and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended 42 U.S.C. sections 12101-12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IX – Best Practices for Collection and Use of Personally Identifiable Information (PII)

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article X – Civil Rights Act of 1964 – Title VI

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XI – Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XII – Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIII – Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.

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Article XIV – Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XV – Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XVI – Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVII – Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVIII – False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XIX – Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XX– Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

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Article XXI – Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXII – Hotel and Motel Fire Safety Act of 1990

Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIII – John S. McCain National Defense Authorization Act of Fiscal Year 2019

Subrecipients, their contractors, and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors, and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXIV – Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://jwww.lep.gov>.

Article XXV– Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to the federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVI – National Environmental Policy Act

Subrecipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 43 U.S.C. section 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can

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exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVII – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVIII – Non-Supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXIX – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXX – Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq., unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXI – Procurement of Recovered Materials

Subrecipients must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXII – Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXIII – Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part

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200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIV – Reporting Subawards and Executive Compensation

Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the award terms and conditions.

Article XXXV – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desk, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, subrecipients may apply for, and the agency may grant, a waiver from these requirements.

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a. When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

1. Applying the domestic content procurement preference would be inconsistent with public interest;
2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole, or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure. For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act.

Article XXXVI – SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVII – Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

Article XXXVIII – Trafficking Victims Protection Act of 2000 (TVPA)

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000, (TVPA) (codified as amended by 22 U.S.C. section 7104). The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XXXIX – Universal Identifier and System of Award Management

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

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Article XL– USA PATRIOT Act of 2001

Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLI – Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLII – Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIII – Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding required subrecipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the OHS/Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIV – Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award, state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLV – Office of Homeland Security, Specific

By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of their Threat and Hazard Identification and Risk Assessment (THIRA).

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2. To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.
3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
 - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS for review or be readily available for review prior to execution of the contract.
7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM FY 2022 State Homeland Security Program	SUBRECIPIENT Sedalia Police Department
AWARD NUMBER EMW-2022-SS-00094-52	DATE 10/21/2022
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

9. To follow the grant program guidelines as stated in the OHS Administrative Guide for Homeland Security Grants, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
11. In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
12. Prior written approval from OHS is required prior to making any change to the OHS approved budget for this award.
13. To submit Grant Status Reports to OHS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to OHS within 45 days after the end of the project period.
14. All items that meet the OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the OHS prior to the start of any project.
16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.
17. The purchase of any generator requires prior approval from the OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
18. Purchases from a single feasible source must have prior approval from the OHS.

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM FY 2022 State Homeland Security Program	SUBRECIPIENT Sedalia Police Department
AWARD NUMBER EMW-2022-SS-00094-52	DATE 10/21/2022
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19. Subrecipient is required to complete the Nationwide Cybersecurity Review (NCSR) each year throughout the grant period of performance. The NCSR enables agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The NCSR will be open October 1 and must be completed by each subrecipient and the Completion Certified submitted to the OHS no later than December 31.
20. Subrecipients that contract with and utilize WebEOC Emergency Management Software – Juvare, must fully fuse and maintain an active connection with Missouri’s State Emergency Management Agency (SEMA). This setup will allow for a more efficient resource response to Missouri communities during an emergency incident as well as allow emergency personnel to monitor events that may impact their community during an extended event. Fusion of other WebEOC accounts in Missouri will also assist in streamlining resource requests by reducing redundant entry in a local WebEOC account and then once again in the Missouri WebEOC account should the request not be able to be filled locally. Redundant data entry during an emergency can lead to time loss, data entry errors and omission of important details. This required setup will also allow SEMA Emergency Service Function (ESF) partners to monitor the use of resources throughout the state for Mutual aid needs.
21. Agencies purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:
 - a. LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.
 - b. Prior to purchasing LPR services, the agency should verify the vendor’s MOU status with the MSHP CJIS Division by emailing mshphelpdesk@mshp.dps.mo.gov.
 - c. Share LPR data through the MoDEX process with statewide sharing platforms (i.e., MULES).
 - d. Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor’s software. Examples include, but are not limited to fusion centers, drug task forces, special investigations units, etc.
 - e. Connect to the Missouri State Highway Patrol’s Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.
 - f. Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.
 - g. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM FY 2022 State Homeland Security Program	SUBRECIPIENT Sedalia Police Department
AWARD NUMBER EMWV-2022-SS-00094-52	DATE 10/21/2022
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approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).

22. If the subrecipient's cybersecurity posture does not contain the following benchmarks: (1) cybersecurity and/or data security policies, (2) cybersecurity training awareness program, (3) cybersecurity incident response plan, and (4) receive cybersecurity threat intelligence, the subrecipient must work towards achieving these benchmarks during the grant period of performance. The subrecipient will be required to document work towards these benchmarks as part of the Narrative Project Progress component of each Status Report. The OHS has resources available to assist with these benchmarks. If assistance is needed, please contact the OHS Cybersecurity Team by phone at 573-526-0153 or by email at securityintel@mshp.dps.mo.gov.

23. Subrecipients must participate in information sharing with federal, state, and local agencies. (i.e., Missouri Office of Homeland Security (OHS), Missouri Information Analysis Center (MIAC), St Louis Fusion Center, Kansas City Regional Fusion Center).

Article XLVI – Special Conditions

1. The subrecipient agency must attend and complete the FY 2022 State Homeland Security Program (SHSP) Enhancing Cybersecurity Local Preparedness (ECSLP) Compliance Workshop. No claims will be reimbursed by the OHS until a member of the subrecipient agency has completed the Compliance Workshop.

AUTHORIZED OFFICIAL INITIALS

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 Steven Boyko; and

WHEREAS, under the agreement, the City of Sedalia, Missouri agrees to allow Steven Boyko to connect property at 4555 Water Works 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 Steven Boyko 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 his 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 7th day of November, 2022.


Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of November, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

To: Kelvin Shaw
From: Brenda Ardrey 
Date: October 13, 2022
Subject: Annexation Agreement for Water Service

Please find attached an annexation agreement between the City of Sedalia and Steven Boyko for Lot Five (5) in Collins' Subdivision and now addressed as 4555 Water Works Road. Mr. Boyko is requesting connection to the City's water distribution system and has 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. Boyko not complete the annexation process. Mr. Boyko has 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 13th day of October, 2022, between the City of Sedalia, Missouri, (hereinafter "City") and Steven Boyko (hereinafter "Owner").

RECITALS:

1. Whereas, Owner represent that he is the owner of the following real estate (hereinafter referred as "Owner's real estate") located in Pettis County, Missouri:

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

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

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

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

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

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

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

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

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

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

6. The parties hereto agree that this Agreement shall be recorded, in the real estate records of the Office of Recorder of Deeds of Pettis County, Missouri, and that the obligations and conditions of this Agreement shall run with the Property and shall be binding upon all future owners and users of the Property. Owner, on his own behalf and on behalf of all such future owners of the Property hereby agrees that each purchaser, assignee or transferee of an interest in the Property, or any portion thereof, will be obligated and bound by the terms of this Agreement. Owner, on his own behalf and on behalf of all future owners of the Property, acknowledges that 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. Owner's liability contained in this paragraph 6 shall terminate when Owner has transferred his ownership interest in Owner's property to a successor owner, at which time, the successor owner shall be responsible for payment of all properly billed fees for water service as established by the City of Sedalia.

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

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

9. If Owner fails to comply with any of the provisions of this Agreement, or repudiate the terms of this Agreement, City may terminate water service to the Owner's property and disconnect the utility line serving the Owner's property from the City's water system. City shall give Owner six months prior written notice of its intent to terminate service.

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

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

provisions of this Agreement.

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

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

CITY OF SEDALIA, MISSOURI

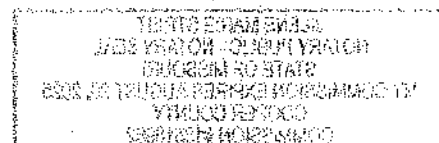
By: _____
Andrew Dawson, Mayor

ATTEST:

Jason Meyers, City Clerk

OWNER: STEVEN BOYKO

By: _____
Steven Boyko, Owner



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

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

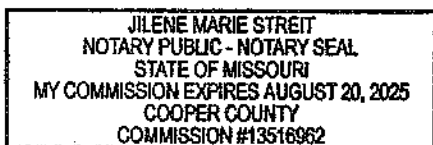
By: _____
Andrew Dawson, Mayor

ACKNOWLEDGMENT BY OWNER, CORPORATION OR ASSOCIATION

STATE OF MISSOURI)
) ss
COUNTY OF PETTIS)

On the day 13 of October, 2022, before me appeared Steven Boyko (authorized representative) of Steven Boyko, to me personally known, who, being by me duly sworn, did say that he is the Owner of 4555 Water Works Rd, and that said instrument was signed by him and acknowledged the said instrument to be a free act and deed of Steven Boyko.

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



Jilene Marie Streit
Notary Public

Exhibit A

See Attached Warranty Deed (Truman Title, Inc. File Number 22090372)
recorded as Document 2022-5384 by the Pettis County Recorder of Deeds.

Exhibit B
Location of Property
4555 Water Works Road

2022-5384

RECORDED ON
10/11/2022 02:54 PM
PAGES: 2BARBARA CLEVINGER
RECORDER OF DEEDS
PETTIS COUNTY, MO*Warranty Deed*

Truman Title, Inc. File Number 22090372

This Deed, Made and entered into this 11th day of October, 2022, by and between

Charlotte Reusch, a single person

as "Grantor", and

Steven Boyko, a single person

as "Grantee", whose mailing address is: 21603 Saline Street, Sedalia, MO 65301

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

LOT FIVE (5) IN COLLINS' SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, IN TOWNSHIP 45 NORTH, OF RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI.

ALSO, AN UNDIVIDED INTEREST IN THE FOLLOWING FOR THE BENEFIT OF SAID LOT FIVE (5) ABOVE:

FROM A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION FIFTEEN (15), TOWNSHIP FORTY FIVE (45), RANGE TWENTY ONE (21) A DISTANCE OF 37.05 CHAINS WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION FIFTEEN (15), RUN NORTH 5.38 CHAINS FOR PLACE OF BEGINNING; THENCE RUN NORTH 88° EAST .805 CHAINS; THENCE SOUTH 49.50° EAST 2.30 CHAINS; THENCE NORTH 85.75° EAST TO THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY ROUTE U; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID HIGHWAY RIGHT OF WAY APPROXIMATELY 53 FEET TO A FENCE APPROXIMATELY IN THE CENTER OF A HEDGE; THENCE RUNNING IN A WESTERLY DIRECTION ALONG SAID FENCE AND HEDGE A DISTANCE OF 623.20 FEET; THENCE NORTH 55°32'18" WEST WITH SAID FENCE AND HEDGE A DISTANCE OF 153.26 FEET; THENCE NORTH 6°41' WEST 63.05 FEET; THENCE WEST TO POINT DUE NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH TO PLACE OF BEGINNING. ALSO BEGINNING IN THE HEDGE FENCE LINE OF THE SOUTHEAST CORNER OF LOT FIVE (5) OF COLLINS SUBDIVISION OF PETTIS COUNTY, MISSOURI (BEING THE NORTHEAST CORNER OF THE CERTAIN 2.83 ACRE TRACT BELONGING TO DONALD E. SHIRLEY), THENCE RUNNING SOUTH 6°43'20" EAST ALONG SAID HEDGE FENCE LINE A DISTANCE OF 312.6 FEET TO THE SOUTHEAST CORNER OF SAID 2.83 ACRE TRACT THENCE RUNNING WEST 35 FEET THENCE IN A NORTHERLY DIRECTION PARALLEL WITH THE SAID HEDGE FENCE LINE A DISTANCE OF

312.6 FEET TO A POINT 35 FEET WEST OF THE POINT OF BEGINNING; THENCE RUNNING EAST TO THE POINT OF BEGINNING.

The Grantor herein, states that Harold Reusch died February 18, 2022 and that they remained married until his death, never having been divorced.

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

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

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

By: Charlotte Reusch
Charlotte Reusch

In The State of Missouri, County of Pettis, on this 11th day of October, 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Charlotte Reusch, a single person**, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed for the purposes herein stated.

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

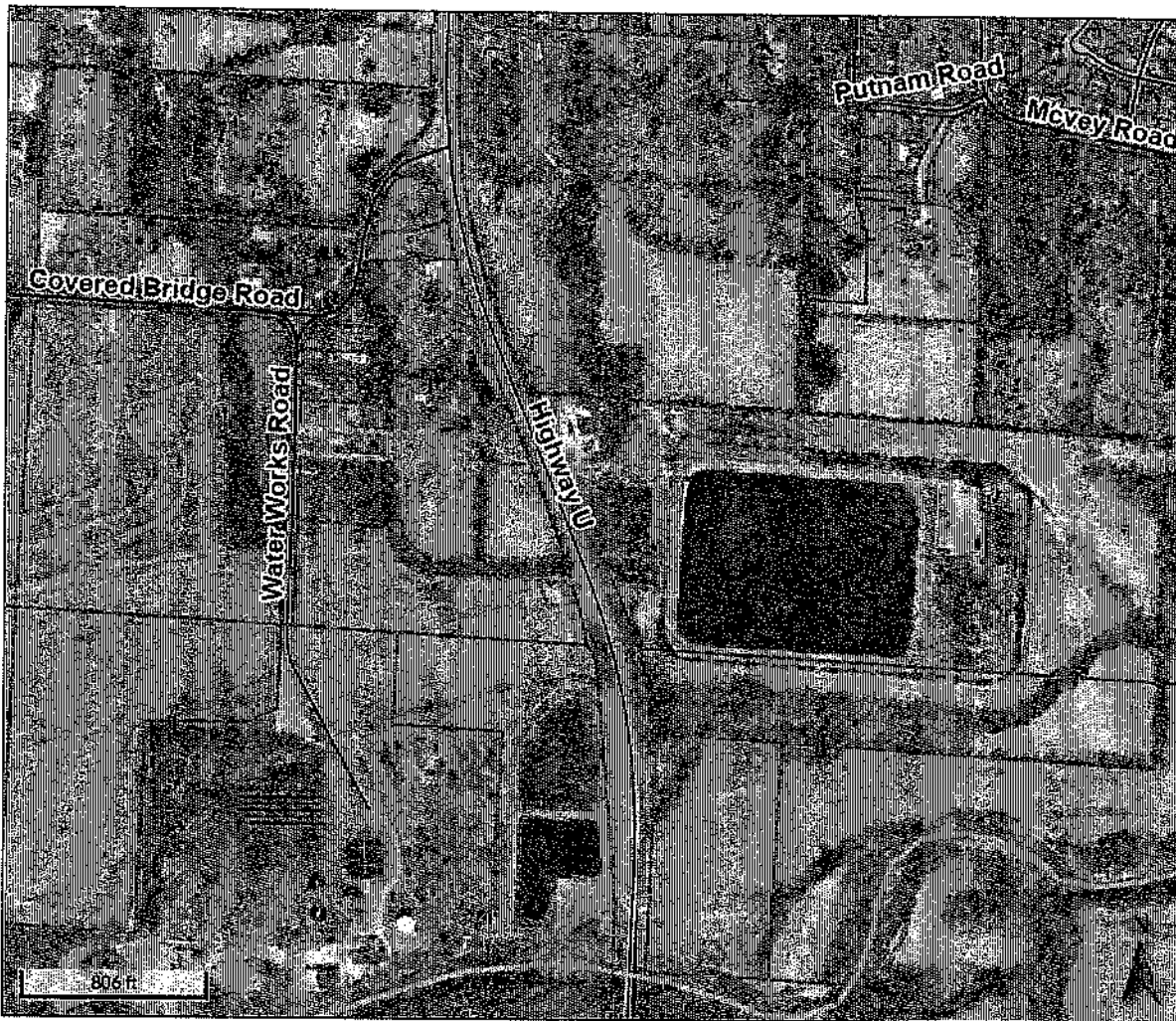
Todd S. Lewis
Notary Public

My Term Expires:
5-22-26

Todd S. Lewis
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Pettis County
My Commission Expires: 05/22/2026
ID. #14436600

Exhibit B - Annexation Agreement with Steven Boyko

4555 Water Works Road, Sedalia, MO



Overview

Legend

-  Political Township
-  Corporate Limits
-  Parcels
-  Roads

Parcel ID	155015000087001	Alternate ID	n/a	Owner Address	BOYKO, STEVEN
Sec/Twp/Rng	15/45/21	Class	Residential		21603 SALINE ST
Property Address	4555 WATER WORKS RD SEDALIA	Acreage	0.955		SEDALIA, MO 65301-0255
District	R004				
Brief Tax Description	LOT 5 COLLINS 1ST (Note: Not to be used on legal documents)				

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

Date created: 10/13/2022

Last Data Uploaded: 10/13/2022 5:11:28 AM

Developed by  **Schneider**
GEOSPATIAL

BILL NO. _____

ORDINANCE NO. _____

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

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

WHEREAS, under the agreement, the City of Sedalia, Missouri agrees to allow Joseph and Karolena Gudishvili to connect property at 3325 Cedar Springs Street that is located outside of the city limits of Sedalia to the City of Sedalia's water distribution and sewer collection systems as more fully described in the proposed agreement attached and incorporated by reference as though the proposed agreement were set forth herein.

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

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

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

Section 3. The City Clerk is hereby directed to file in his 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 7th day of November, 2022.


Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of November, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

To: Kelvin Shaw
From: Brenda Ardrey 
Date: October 17, 2022
Subject: Annexation Agreement for Water and Sewer Services

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

The agreement is written to allow the City to disconnect the water and sewer service lines should Mr. and Mrs. Gudishvili not complete the annexation process. Mr. and Mrs. Gudishvili have already signed and have 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 November, 2022, between the City of Sedalia, Missouri, (hereinafter "City") and Joseph and Karolena Gudishvili (hereinafter "Owners").

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SEDALIA, MISSOURI

By: _____
Andrew Dawson, Mayor

ATTEST:

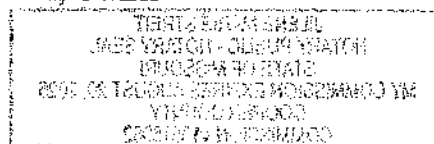
Jason Myers, City Clerk

OWNER: JOSEPH GUDISHVILI

By: _____
Joseph Gudishvili, Owner

OWNER: KAROLENA GUDISHVILI

By: _____
Karolena Gudishvili, Owner



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

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

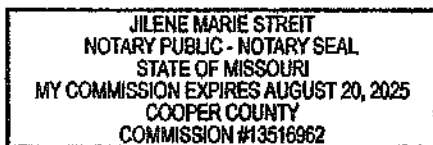
By: _____
Andrew Dawson, Mayor

ACKNOWLEDGMENT BY OWNER, CORPORATION OR ASSOCIATION

STATE OF MISSOURI)
) ss
COUNTY OF PETTIS)

On the day 17th of October, 2022, before me appeared Joseph and Karolena Gudishvili, to me personally known, who, being by me duly sworn, did say that they are the Owners of # 3325 Cedar Spring Dr., and that said instrument was signed by them and acknowledged the said instrument to be a free act and deed of Joseph Gudishvili and Karolena Gudishvili.

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



Jilene Marie Streit
Notary Public

Exhibit A

See Attached plat recorded as Document 2021-1560 in the Pettis County Recorder of Deeds.

Exhibit B



EXHIBIT B -- ANNEXATION AGREEMENT

JOSEPH & KAROLENA GUDISHVILI - 3325 CEDAR SPRINGS ST.



Overview

Legend

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

Parcel ID	15011000000000	Alternate ID n/a	Owner Address	GUDISHVILI, JOSEPH & KAROLINA
Sec/Twp/Rng	15/45/21	Class	Residential	3050 E. FRANKLIN ST
Property Address	3325 CEDAR SPRINGS ST	Acres	0.237	GREENWICH, MO 65332-1100
	SEYMOUR			
District	XXXX			
Dist Tax Description	LOT 19 LOW RISE BRICK L.S. PLAT 715-45-21			
	(Note: Not to be used on legal documents)			

Disclaimer: The information provided on this site is for convenience only, and is compiled from recorded deeds, plans, tax maps, surveys, and other public records and data. In the preparation of this site, extensive efforts have been made to ensure the most accurate, current, and clearly expressed information possible. However, no warranty, express or implied, is made by the provider of this site, or by the Missouri Department of Transportation, for the accuracy or completeness of the information provided. The user of this site should be advised that the user of any of the information on this site is not to be held responsible for any of the information on this site.

Updated: 01/17/2022

Last Data Uploaded: 01/17/2022 09:04:40 AM

Developed by Schneider

2021-1560
RECORDED ON
03/12/2021 11:56 AM
PAGES: 2

BARBARA CLEVINGER
RECORDER OF DEEDS
PETTIS COUNTY, MO

QUIT-CLAIM DEED

THIS DEED, made and entered into this 12th day of March, 2021, by and between **David R. Stephenson and Kellie S. Stephenson, husband and wife**, Grantors, and **Joseph Gudishvili and Karolena Gudishvili, husband and wife**, Grantees.

Grantees' mailing address is: 23520 Guier rd Sedalia Mo 6530

WITNESSETH, that Grantors, in consideration of the sum of one dollar and other valuable considerations paid by the Grantees, the receipt of which is hereby acknowledged, does or do by these presents, Remise, Release and forever Quit Claim, unto the Grantees, with no warranties of title, the following described real estate, lying, being and situate in Pettis County, Missouri, to-wit:

Lot Nineteen (19) of Covered Bridge Estates Plat 2, a Subdivision of Pettis County, Missouri.

**See Disclaimer Below*

TO HAVE AND TO HOLD the same with all the rights and immunities, privileges and appurtenances thereto belonging, unto the Grantees, and their heirs and assigns, FOREVER; so that neither the Grantors, nor their heirs, nor any other person or persons for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands the day and year first above written.

David R. Stephenson
David R. Stephenson

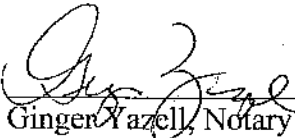
Kellie S. Stephenson
Kellie S. Stephenson

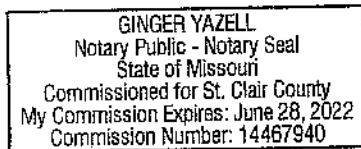
STATE OF MISSOURI)
) SS.
COUNTY OF ST. CLAIR)

On this 12th day of March, 2021, before me personally appeared David R. Stephenson and Kellie S. Stephenson, husband and wife, to me known to be the persons described in and who executed the foregoing instrument 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 the County and State aforesaid, the day and year first above written.

My Commission Expires: 06/28/2022


Ginger Yazell, Notary Public





*** Disclaimer:** By the recording of this Deed, the Grantees acknowledge that no title search, opinion of title or title insurance was requested by Grantees and that the legal description as typed above was provided by grantors and the drafter of the deed, and specifically, Baker Law Firm, LLC, was not requested and did not verify the accuracy of the legal description and did not conduct any title search or issue any opinion, legal or otherwise, regarding the status of the title thereto. The parties to this agreement further agree and acknowledge that this transaction was a direct private transaction between the parties with all money or funds transferred directly between them without a closing agent and without Baker Law Firm, LLC, acting as a closing agent, and any necessary IRS reporting will be filed by them. The parties also acknowledge that they shall prorate any real estate taxes among themselves.

RECEIPT

NOW ON THIS 12th day of March, 2021, the undersigned, **David R. Stephenson and Kellie S. Stephenson, husband and wife**, do hereby acknowledge receipt from **Joseph Gudishvili and Karolena Gudishvili, husband and wife**, the sum of TWENTY-TWO THOUSAND DOLLARS, as payment in full for the following real estate:

Lot Nineteen (19) of Covered Bridge Estates Plat 2, a Subdivision of Pettis County, Missouri.


David R. Stephenson


Kellie S. Stephenson

PETTIS COUNTY, SEDALIA, MO
JANET KRESSE, COUNTY RECORDER



06/17/2005 #2005-4079
01:34:05PM 1 OF 2

Gudishvili

Warranty Deed

THIS INDENTURE, Made this 17th day of June, 2005, by and between
COVERED BRIDGE DEVELOPMENT, L.L.C.

(GRANTORS)

a corporation of the State of Missouri, Party of the First Part, and

DAVID R. STEPHENSON AND KELLIE S. STEPHENSON, HUSBAND AND WIFE

(GRANTEES)

Party or Parties of the Second Part, of the County of ST. CLAIR, State of MISSOURI

Grantee's Mailing Address: 17860 NE 50 RD.

OSCEOLA, MO 64776

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten Dollars and other valuable consideration paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, and by virtue and in pursuance of a resolution of the Board of Directors of said Party of the First Part, a corporation, does by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, their heirs and assigns, the following described Real Estate, situated in the County of Pettis, and State of Missouri, to-wit:

See Page 2 for Legal Description

TO HAVE AND TO HOLD the same, with all and singular the rights, privileges, appurtenances and amenities thereto belonging unto or in any wise appertaining unto, the said party or parties of the second part and their heirs and assigns, FOREVER, and the said party of the first part hereby covenants that it is lawfully seized of an indefeasible estate in fee simple in the premises herein conveyed; that it has good right to convey the same; that the premises are free and clear of any encumbrances whatsoever done or suffered by it or those under whom it claims; that it will make and execute such other and further assurances and do such other acts and things as may be necessary for perfecting the title and confirming the premises hereby granted; and that it will warrant and defend the title to said premises unto the said party or parties of the second part and their heirs and assigns, against the lawful claims of all persons whomsoever; excepting, however, the general taxes for the year 2005, and special assessments becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed by its President, attested by its Secretary, and its corporate seal hereto affixed, the day and year first above written.

COVERED BRIDGE DEVELOPMENT, L.L.C.

John B. Singleton
JOHN B. SINGLETON
MANAGING MEMBER

Kellie S. Stephenson
KELLIE S. STEPHENSON
MANAGING MEMBER


2/21

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

STATE OF MISSOURI }
COUNTY OF PETTIS } On this 17th day of June, 2005, before me appeared
JOHN B. SINGLETON AND KELLIE S. STEPHENSON, MANAGING MEMBERS,
to me personally known, who, being by me duly sworn (or affirmed) did say that they are the Managing Members of
COVERED BRIDGE DEVELOPMENT, L.L.C.,
and acknowledged said instrument to be the free act and deed of said Limited Liability Company.

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

My term expires: DREW R. LEWIS
Notary Public - Notary Seal
STATE OF MISSOURI
County of Pettis
My Commission Expires: June 16, 2008



Notary Public

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION FOR REPLACEMENT OF DETERIORATED SIDEWALKS IN NORTH CENTRAL SEDALIA.

WHEREAS, the City of Sedalia, Missouri is applying for a grant through the Missouri Department of Economic Development (MDED) Community Revitalization Program grant for replacement of deteriorated sidewalks in North Central Sedalia; and

WHEREAS, said grant application recommends a local match of 50%; due to the size and cost of the project, the City is asking for approval to match 50% or Seven Hundred Fifty Thousand Dollars (\$750,000.00) of local funding as the total project estimated cost is One Million Five Hundred Thousand Dollars (\$1,535,520.00).

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

Section 1. The City Administrator is hereby authorized to sign the grant application for funds for the replacement of deteriorated sidewalks in north central Sedalia and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required by the Missouri Department of Economic Development (MDED) Community Revitalization Program.

Section 2. In the event a grant is awarded, the City of Sedalia working in close coordination with the Missouri Department of Economic Development (MDED) Community Revitalization Program is prepared to complete the project within the time period identified on the signed project agreement.


Section 3. In the event a grant is awarded, the City of Sedalia will comply with all rules and regulations of the Missouri Department of Economic Development (MDED) Community Revitalization Program grant program, applicable Executive Orders and all state laws that govern the grant applicant during the performance of the project.

PASSED by the Council of the City of Sedalia, Missouri, this 7th day of November, 2022.

Presiding Officer of the Council

ATTEST:

Jason S. Myers
City Clerk

To: Kelvin Shaw
From: John Simmons and Brenda Ardrey 
Date: Oct. 28, 2022
Subject: Updated Authority to Apply for Grant Funds – MDED ARPA funds (EOPC received)
Community Revitalization - Connecting Sedalia – Sidewalk Rebuild

The Public Works and Community Development Departments are requesting City Council's approval to apply for a Missouri Department of Economic Development (MDED) Community Revitalization Program grant for replacement of deteriorated sidewalks in north central Sedalia. The MDED grant application recommends a local match of 50%. Due to the size and cost of this project, we are asking for approval to match at 50% or \$767,760 of local funding as the total project cost is estimated at **\$1,535,520**. According to the MDED grant application guidance document, it indicates that the projects must reach completion by September, 2026. The grant application is due to MDED no later than 5:00 p.m. on November 30, 2022.

The Community Revitalization Grant Program plans to make significant investments in communities of all sizes throughout Missouri. This funding is being directed towards disproportionately impacted beneficiaries within certain Qualified Census Tracts which includes north central Sedalia. Through competitive grants, the MDED Program plans to support major local priorities in order to spur economic recovery today while helping communities build stronger economies for the future. The Missouri General Assembly appropriated \$100 million to the Department of Economic Development in House Bill 3020 from funds received through the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds (SFRF) authorized by the American Rescue Plan Act (ARPA). Any grant award will need to comply with various federal requirements, including Treasury regulations in 31 CFR part 35. To ensure geographic diversity in Program awards, MDED is making available a certain amount of funds for each economic region of the state. The Central Region of which Sedalia is a part will receive \$15 million.

This project request will specifically fund replacement sidewalks for the north central area of Sedalia. As contained in the City's Comprehensive Plan, our focus is to encourage a "walkable" community, with the goal of providing all pedestrians, bicyclists, and users of other non-motorized forms of transportation, with a safe, dedicated and accessible sidewalk system throughout our community. These replacement sidewalks will result in increased safety for children walking to school, those walking to nearby parks and recreation facilities, walking to area businesses and will increase safety for vehicles traveling in the area. The project will be constructed in compliance with the American's with Disabilities Act of 1990 (ADA).

Thank you for your consideration of this project proposal.

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023
REGARDING SIDEWALK REPLACEMENT PROJECTS.**

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 7th day of November 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of November 2022.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
City of Sedalia
FY23 Budget Amendment 11/7/2022 Sidewalk Replacement Projects

Account / Description	Current Budget	Change	Amended Budget	Comments
Expenditures / Uses of Funds				
Public Works Administration				
15-32-353-62 Various Street Improvement Projects	3,196,000.00	(44,029.78)	3,151,970.22	Reduce for increases for sidewalk projects
15-32-353-37 Sidewalk Replacement Projects	1,100,000.00	44,029.78	1,144,029.78	CPI contract price increases

Total Expenditure Change

-

Net Increase (Decrease) in Projected Fund Balance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A 1 YEAR CONTRACT EXTENSION FOR SIDEWALK DEMOLITION, DISPOSAL, REPAIR AND REPLACEMENT.

WHEREAS, the City of Sedalia, Missouri, has received a proposal from S and A Equipment and Builders, LLC for a 1 year contract extension for sidewalk demolition, disposal, repair and replacement; and

WHEREAS, under the agreement, the City of Sedalia, Missouri, shall pay the sum and amount of Two Hundred Thirty-Seven thousand, Eight Hundred Fifty-Four Dollars and Eighty-Two Cents (\$237,854.82) to S and A Equipment and Builders, LLC as more fully described in the proposed agreement attached hereto and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri, and S and A Equipment and Builders, LLC attached hereto and incorporated by reference as though the proposed agreement were set forth herein in substantially the same form and content as proposed.

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

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

Section 4. This ordinance shall 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 the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 7th day of November, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of November, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Sidewalk Demolition/Disposal and Repair/Replacement
Amendment #2

This Amendment #2 made and entered into as of the 7th day of November, 2022 by and between the City of Sedalia, Missouri, a municipal corporation of the State of Missouri, (hereinafter referred to as "City") and S and A Equipment and Builders, LLC of 7298 County Road 409, Fulton, MO 65251 (hereinafter referred to as "S and A").

WITNESSETH:

WHEREAS, S and A and the City mutually agree to amend a certain provision of the existing agreement as specified below.

NOW THEREFORE, for and in consideration of the mutual promises herein contained and subject to the terms and conditions herein stated in this Amendment #2 with all other provisions of the Agreement continuing in full force and effect, the City and S and A agree as follows:

This Amendment #2 shall be effective from November 7, 2022 to November 7, 2023.

Paragraph G-4, which reads as follows, is deleted

G-4. Escalation/De-Escalation: Bid prices shall remain firm for a period of one year from the date of award. The bid price in contract extension years one (1) through four (4) may only be adjusted annually by the same percentage as the increase in the general price level as measured by the Consumer Price Index for All Urban Consumers for the United States, or its successor index, as defined and officially recorded by the United States Department of Labor or its successor agency and any increase/decrease in the Prevailing Wages as set forth in the relevant Prevailing Wage Order in effect at time of renewal related to personnel used on the projects. Based on current pricing available the City, at the time of contract extension, at the City's sole discretion, the City may elect not to extend the Contract if the annual adjustment of pricing is above the cost charged for similar products or services available through cooperative agreements or via a re-bid by the City.

Paragraph G-4 is replaced by the following:

G-4. Escalation/De-Escalation: Bid prices remained firm for a period of one year from the date of award. The bid prices in contract extension year one (1) were adjusted by the same percentage or five percent (5%) as the increase in the general price level as measured by the Consumer Price Index for All Urban Consumers for the United States, or its successor index, as defined and officially recorded by the United States Department of Labor or its successor agency and any increase/decrease in the Prevailing Wages as set forth in the relevant Prevailing Wage Order in effect at time of renewal related to personnel used on the projects. Based on current pricing available the City, in contract extension year two (2), due to materials cost increases and labor conditions accepts S and A's pricing per the attached quote dated October 12, 2022 which is a 36.0% increase. This Amendment adds 16,949.50 square feet

of sidewalk demolition and replacement, 144 linear feet of curb and 187.50 square feet of brick resetting pursuant to the quote, totaling \$237,854.82.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #2 by their duly authorized representatives on the date and year first above written.

Kelvin Shaw, City Administrator

Authorized Representative
S and A Equipment and Builders, LLC

Attest:

Signature

Title



S&A Equipment and Builders
7398 County Road 409
Fulton, MO 65251
(573) 220-7565
maria@saequipmentbuilders.com

To: City Of Sedalia	Contact:
Address: Sedalia, MO	Phone:
	Fax:
Project Name: Multiple Sidewalk Repairs Sedalia Mo	Bid Number:
Project Location:	Bid Date:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
001	13th Street Sidewalk Replacement	1,105.00	SF	\$9.97	\$11,006.85
002	13th Street Ramp	130.00	SF	\$45.53	\$5,918.90
003	13th Street Approach	881.00	SF	\$10.25	\$9,027.00
004	10th Street Ramps	280.50	SF	\$45.53	\$12,719.83
005	10th Street Back Rest	187.50	SF	\$4.76	\$882.50
006	Washington Ave Curb	144.00	LF	\$41.68	\$5,991.92
007	Washington Ave Sidewalk	730.00	SF	\$9.97	\$7,278.10
008	Washington Ave Ramp	40.00	SF	\$45.53	\$1,821.20
009	3rd Street And Washington Sidewalk Replacement	2,850.00	SF	\$9.97	\$28,414.50
010	3rd Street And Washington Ramp Replacement	110.00	SF	\$45.53	\$5,008.30
011	4th Street And Lafayette Sidewalk Replacement	2,100.00	SF	\$9.97	\$20,937.00
012	4th Street And Lafayette Ramp Replacement	234.00	SF	\$45.53	\$10,654.02
013	5th Street And Lafayette Sidewalk Replacement	3,760.00	SF	\$9.97	\$37,487.20
014	5th And Lafayette Ramp Replacement	145.00	SF	\$45.53	\$6,601.85
015	5th Street And Washington Sidewalk Replacement	1,990.00	SF	\$9.97	\$19,840.30
016	5th Street And Washington Ramp Replacement	215.00	SF	\$45.53	\$9,788.95
017	5th Street In Between Washington And Lafayette Sidewalk 5th Street In Between Washington And Lafayette 5th Street In Between Washington And Lafayette Replacement	1,150.00	SF	\$9.97	\$11,465.50
018	5th Street In Between Washington And Lafayette Ramp Replacement	155.00	SF	\$45.53	\$7,057.15
019	Lamar Avenue At 6th Street Sidewalk Replacement	650.00	SF	\$9.97	\$6,480.50
020	Lamar Avenue At 6th Street Ramp Replacement	90.00	SF	\$45.53	\$4,097.70
021	Main Street And Kentucky Sidewalk Replacement With Thicker Edge Curb	1,050.00	SF	\$19.94	\$20,931.00
022	Main Street And Kentucky Ramp Replacement	115.00	SF	\$45.53	\$5,236.05

Total Bid Price: \$237,854.82

<p>ACCEPTED:</p> <p>This above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED:</p> <p>S&A Equipment</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
---	---

To: Kelvin Shaw
 From: Brenda Ardrey *BA*
 Date: October 19, 2022
 Subject: Council Memo – Sidewalk, Ramps, Curbing and Approaches Replacement
 Contract Extension #2 Sidewalk Demolition/Disposal and Repair/Replacement
 Budget Modification from Chip and Seal to Sidewalk Replacement Projects

On July 29, 2020, sealed bids were opened for the Demolition/Disposal and Repair/Replacement of sidewalk and curb and gutter. The original contract allowed for 4 one-year extensions to the agreement with a CPI adjustment to the bid price. In FY 2021, the contractor offered to enter into Contract Amendment #1 with the CPI adjustment based on the twelve month period ended May 31, 2021 of 5.00%. The CPI for the twelve month period ended May 31, 2022 would then allow for up to an 8.6% increase in the line item pricing for this 2nd extension year. S and A Equipment and Builders has asked for a much higher increase due to the current market volatility for materials and fuel and the increased cost to maintain an adequate labor supply given current labor conditions. The below table details this information.

			Annual Increase in CPI	
FY 2020	Original Contact Price for Sidewalk Replacement	\$ 6.99	5.00%	From May 2020 to May 2021
FY 2021	Increased by CPI	\$ 7.33	8.60%	From May 2021 to May 2022
FY 2022	Increased by CPI	\$ 7.96		From May 2022 to May 2023
	Contractor's Requested Rate for FY 2022	\$ 9.97	36.00%	Requested Increase

Extension of the contract into the third year is based upon satisfactory quality of the work completed in the first 2-years of the contract and the timeliness of completion of the work given weather conditions. The cost per square foot for the removal and replacement of sidewalks under this contract extension if accepted goes up from **\$7.96** per square foot to **\$9.97** per square foot. The contract sets forth unit prices to allow concrete work to be added to the scope as funds become available and to accommodate small projects or emergencies as might arise throughout the year. Under normal market and labor conditions, Public Works would recommend rebidding this service. However, in speaking with other contractors, the unit rate appears consistent for the type of concrete work planned and given the current market conditions.

The current contract allows for the CPI adjustment of 8.60%. From our contact with S&A and other vendors, if re-bid we would likely see similar pricing if the vendor could supply the services given present labor shortages. At this time and giving consideration to the labor and materials markets, Public Works recommends amending the contract to allow for the increase in rates for the current period only.

The next 2 years sidewalk funding is planned to be used as match for the CDBG grant award (\$500K CDBG/\$500K local) and the TAP grant award (\$500K MoDOT/\$500K local). Additionally, we are presently working on a *Community Revitalization grant application* for sidewalks in the "central" north area of the City, roughly bounded by Missouri Ave. on the west, Main St. on the south, Lamine on the east, and Clay on the north and in the "northeast" area of the City roughly bounded by Engineer Ave. on the west, the UP active line to the south, the City limits on the east and Tower on the north (\$750K DED ARPA/\$750K local). Each of these

state and federally funded grants will require independent bidding for contractual construction services to meet their regulatory requirements.

Approval of this Contract Extension #2 will allow for completion of the balance of the water main related sidewalk replacement projects listed below as well as a couple of projects where sidewalks need replaced in the downtown area and correction of the corner at Main and Washington to allow for adequate turning radius for tractor/trailer units and replacement of the sidewalk damaged by heavy equipment used to clear the fire debris. A copy of the quote totaling \$237,854.82 from S and A Equipment & Builders is attached.

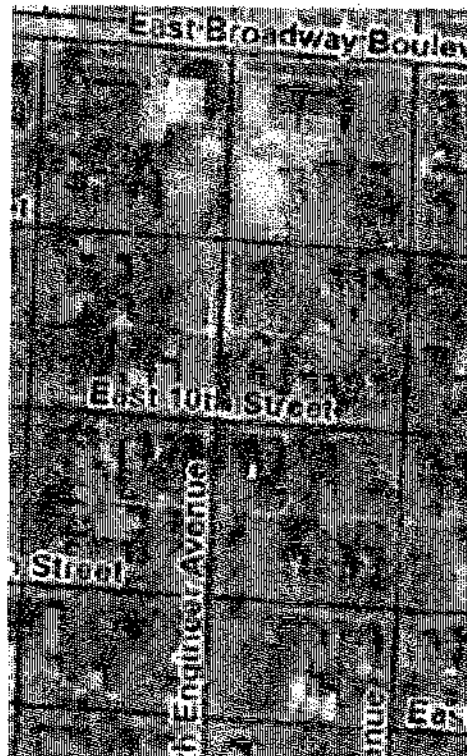
Funding for this work would be from this year's sidewalk line item for "Add some for other areas projects" \$100,000 (Acct. 15-32-353-37); the balance of the COP for Water Main Replacement as the majority of this work is in the area where sidewalk sections were removed to allow for the mains and service lines to be replaced \$93,825.04 (Acct. 62-73-353-02); and move the remainder through a budget modification of \$44,029.78 from Chip & Seal (Acct. 15-32-353-62) to Sidewalk Replacement Projects (Acct. 15-32-353-37) would be needed. As stated above, total project cost \$237,854.82.

Thank you for your consideration of this request.

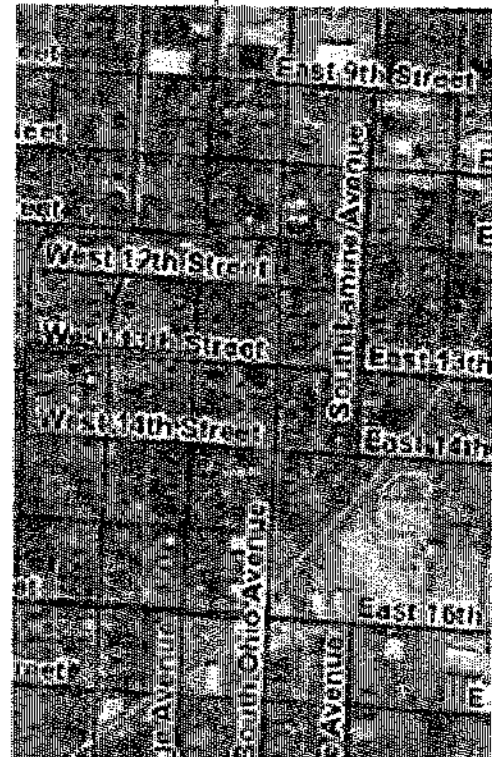


- W. Main St. from S. Kentucky west to 4th in old Ice Plant sidewalk replace sidewalk and ramps and allow for grates - match wide sidewalk and thickened curb
- E. Main St. and Washington Ave. (sidewalk from Main to 1st East/West Alley on South Washington) and corner including ramps, drive approaches and modified curb
- E. Third Street between Washington and Mill St. and ramps
- E. Fourth Street between Lafayette and Thompson and ramps
- E. Fifth Street between Massachusetts and Thompson and ramps
- S. Lamine Ave. between 6th St. and the East/West Alley north of 6th St. and ramps

E. 10th St. at S. Engineer Ave. reset brick and install ramps
north and south sides of east side of intersection



W. 13th St. from S. Moniteau to S. Orange
sidewalk and ramps



BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE REPEALING SECTIONS 34-23, 34-53, 34-55, AND 34-56 OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI, RELATING TO RECREATIONAL VEHICLES, AND ADOPTING A NEW ARTICLE XV. – RECREATIONAL VEHICLES AND TRAILERS, IN CHAPTER 10 – BUILDINGS AND BUILDING REGULATIONS, OF THE CODE OF ORDINANCES.

WHEREAS, the City of Sedalia, Missouri has determined that it is appropriate and necessary to repeal Sections 34-23, 34-53, 34-55, and 34-56 of the City's Code of Ordinances and in its place to adopt a new Article XV, Recreational Vehicles and Trailers, in Chapter 10 – Buildings and Building Regulations.

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

Section 1. Sections 34-23, 34-53, 34-55, and 34-56 of the City's Code of Ordinances are hereby repealed.

Section 2. There is hereby adopted a new Article XV, entitled Recreational Vehicles and Trailers, to be located in Chapter 10 – Buildings and Building Regulations, of the City's Code of Ordinances, which shall hereafter read as follows:

ARTICLE XV. – RECREATIONAL VEHICLES AND TRAILERS

Sec. 10-650. - Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Carport means a detached or attached structure with a covered roof containing one or more parking spaces and open on one or more sides.

Garage, private, means a detached accessory building located upon a lot developed with a residential dwelling or dwellings or a portion of a main residential building, used by the occupants resident upon the premises, principally for the storage of passenger vehicles, and other vehicles and equipment permitted to be located upon the lot.

Motorized vehicle means any self-propelled land or amphibious vehicle, regardless of horsepower, number of wheels or method of surface contact, including parts and equipment.

Recreational vehicle means any vehicular portable structure designed and constructed as a temporary dwelling for travel, recreational and vacation uses, and being classed as follows:

(1) *Travel trailer* means a recreational vehicle without motive power designed for carrying persons or property on its own structure and to be drawn by a vehicle with motive power, excepting a device used exclusively upon stationary rails or tracks.

(2) *Motor home* means a self-contained recreational vehicle designed and constructed for human habitation, with its own motive power, and with a passageway from the body of the home to the driver's and front passenger's seat.

(3) *Truck camper* means a recreational vehicle, without its own motive power and wheels for road use, designed and constructed to be placed upon and attached to a vehicle with motive power. Such a truck camper does not include a truck cover which consists of walls and roof but does not have a floor and facilities for using the cover as a dwelling.

Trailer means any vehicular portable structure without motive power designed for carrying persons or property on its own structure and to be drawn by a vehicle with motive power, excepting a device used exclusively upon stationary rails or tracks, and being classed as follows:

(1) *Advertising trailer* means a trailer carrying, or having attached thereto, a sign, billboard or other media for advertising purposes, such advertising being the prime purpose and use of the trailer.

(2) *Commercial trailer* means a trailer designed and constructed for the purpose of conducting any business or profession, occupation or trade with advertising not being the prime purpose and use of the trailer.

(3) *Hauling trailer* means a trailer designed and constructed and normally used for over-the-road transportation of belongings, equipment, merchandise, livestock and other objects, but not equipped for human habitation.

(4) *Boat/Watercraft trailer* means a trailer designed and constructed for the purpose of holding, carrying, hauling or transporting a boat.

(5) *Tractor trailer* means a transport vehicle consisting of a semi-tractor and attached trailer.

(6) *Agricultural trailer* means a trailer designed to carry a load and used to perform agricultural tasks.

(7) *Camping trailer* means a trailer equipped with an enclosure for sleeping while on vacation or other trips of short duration. Such camping trailers may also contain cooking, bath and sanitary equipment. Size and furnishings of such camping trailers may vary widely, but in no case shall they be considered structures for residential use of a temporary or permanent nature.

Trailer camp means any park, trailer court, court, camp, site, lot, parcel or tract of land designated, maintained or intended for the purpose of supplying a location or accommodations for any recreational vehicle or trailer and upon which any recreational vehicles or trailers are parked; and includes all buildings used or intended for use as part of the equipment thereof whether a charge is made for the use of the trailer camp and its facilities or not. The term "trailer camp" does not include automobile, trailer and recreational vehicle sales lots on which unoccupied recreational vehicles and trailers are parked for purposes of inspection and sale.

Sec. 10-651. – Parking limitations and restrictions.

(a) The parking of any motorized vehicle or those designed to be motorized, including but not limited to automobiles, boats, watercraft, motorcycles, all-terrain vehicles, utility terrain vehicles, dirt bikes, golf carts, recreational vehicles, as well as all trailers, including but not limited to advertising trailers, commercial trailers, hauling trailers, boat/watercraft trailers, tractor trailers, agricultural trailers and camping trailers on unimproved areas of yards is hereby declared a public nuisance and unlawful. For the purpose of this section, unimproved areas are those not paved in some manner, with such materials as concrete, asphalt, gravel, brick, or cobblestone, so as to prevent contamination caused by the leaking of fluids as well as the creation of dirt, dust, and ruts.

(b) All recreational vehicles or trailers must be legally licensed with proper display, operable and parked on a permanently surfaced area or stored in a carport or private garage.

(c) Emergency or temporary parking of recreational vehicles or trailers is permitted on any street for not longer than six (6) hours, subject to any other and further prohibitions, regulations or limitations imposed by the traffic and parking regulations or ordinances for that street, and subject to the requirements of subsection (f) below.

(d) Bona fide guests who are visiting residents may park recreational vehicles on any street for a period of not more than seven (7) days provided space is not available on the property of the resident being visited, subject to any other and further prohibitions, regulations or limitations imposed by the traffic and parking regulations or ordinances for that street, and subject to the requirements of subsection (f) below.

(e) For any recreational vehicle that is not stored on a resident's property, parking is permitted on any street for a period not longer than 24 hours to permit loading and unloading, providing parking space is not available on the resident's property, subject to any other and further prohibitions, regulations or limitations imposed by the traffic and parking regulations or ordinances for that street, and subject to the requirements of subsection (f) below.

(f) The following general restrictions apply to the parking of recreational vehicles and trailers:

(1) No part of the recreational vehicle or trailer may extend over a public sidewalk. Recreational vehicles and trailers may not be parked closer than (5) five feet to the curbside of the street or if there is no curb, (10) ten feet from the surface portion of the street.

(2) Recreational vehicles and trailers may not be permanently connected to sewer lines, waterlines or electricity. Recreational vehicles or trailers may be temporarily connected to electricity for charging batteries or other purposes.

(3) The recreational vehicle or trailer shall be owned by the resident on whose property it is parked for storage.

(4) Advertising trailers may be permitted only on property zoned district C-2 to M-2 inclusive, and such trailers shall be off the public street, and conform to the setback height and area regulations for other signs in that district.

(5) Tractor trailers, both hooked or unhooked, are not allowed to be parked or stored on property zoned R-1 to R-3.

(6) Camping trailers may be parked in a trailer park, provided such area is in conformance with the zoning ordinances of the city set out in chapter 64 as well as chapter 34 Article III. No such camping trailer shall be used for permanent or semi-permanent residential purposes.

(7) One (1) recreational vehicle and/or two (2) trailers are allowed per residence on property zoned R-1 to R-3.

Sec. 10-652. – Use restrictions.

(a) No recreational vehicle or trailer shall be used as a temporary, permanent or semi-permanent place of abode or as a temporary, permanent or semi-permanent dwelling, except in trailer camps as provided in this article.

(b) Tents, pickup campers and other similar equipment are prohibited as being used for temporary, permanent or semi-permanent dwellings within City Limits other than in an approved camp ground or trailer camp.

(c) Trailers may not be a harborage for trash, rubbish, vehicle parts or components and must be maintained in good working order.

Section 3. Section 10-413(7) of the City's Code of Ordinances is hereby amended and shall hereafter read as follows: Section 302.8: The parking of vehicles on unimproved areas of yards shall be in accordance with the requirements of Article XV of this Chapter 10.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 7th day of November, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of November, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

**CITY COUNCIL
OF THE CITY OF SEDALIA, MISSOURI**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI,
STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE
THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2023.**

WHEREAS, Section 67.010 of the Revised Statutes of Missouri requires each political subdivision of the State of Missouri ("State") to prepare an annual budget and establishes the requirements for that budget; and

WHEREAS, the City of Sedalia, Missouri ("City"), is a city of the third classification created pursuant to Chapter 77, RSMo, and is a political subdivision of the State of Missouri; and

WHEREAS, the City Council of the City adopted and approved the City's annual budget for Fiscal Year 2023 in accordance with the requirements of Section 67.010, RSMo, by Ordinance No. 11535 on March 21, 2022, and

WHEREAS, Sections 67.030 and 67.040 authorize and provide a procedure for the City Council to amend the City's annual budget to increase expenditures in any fund; and

WHEREAS, expenses for City's operations for Fiscal Year 2023 have been higher than budgeted, but do not exceed revenues plus the City's unencumbered balance brought forward from previous years; and

WHEREAS, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2023 annual budget.

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

Section 1. Expenditures from the City's Building & Maintenance Capital & Projects Fund must be increased by a total of \$39,000.00 above the amount authorized in the adopted annual budget for Fiscal Year 2023. An amendment to increase said budget is necessary for the following facts and reasons:

- A. The current vehicle in use has no heat, a bad transmission, and engine problems.
- B. A truck is available through MSHP, and due to the vehicle supply chain issues, this is a timely opportunity to replace the current vehicle.

Section 2. This Resolution shall take effect immediately upon its execution by the Mayor or otherwise as provided by law.

PASSED by the City Council of the City of Sedalia, Missouri, on November 7, 2022.

Presiding Officer of the Council

ATTEST:

Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023
REGARDING VEHICLE PURCHASE.**

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 7th day of November 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of November 2022.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
City of Sedalia
FY23 Budget Amendment 11/7/2022 Building Maintenance Truck

Account / Description	Current Budget	Change	Amended Budget	Comments
Expenditures / Uses of Funds				
Public Works Administration				
10-67-351-10 Vehicles - Building Maint Capital & Projects	-	39,000.00	39,000.00	Vehicle replacement for Building Maintenance Supervisor
Total Expenditure Change		<u>39,000.00</u>		
		<u>(39,000.00)</u>		Net Increase (Decrease) in Projected Fund Balance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A VEHICLE SALES INVOICE FOR THE PURCHASE OF A 2018 FORD F-250 FOR THE BUILDING MAINTENANCE DEPARTMENT.

WHEREAS, The City of Sedalia, Missouri, has received a vehicle sales invoice from the Missouri State Highway Patrol for the sale of a 2018 Ford F-250 for the Building Maintenance Department; and

WHEREAS, under the terms of the vehicle sales invoice, the City of Sedalia shall pay the sum and amount of Thirty-nine Thousand Dollars (\$39,000.00) to the Missouri State Highway Patrol for said truck as more fully described in the vehicle sales invoice 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 authorized the vehicle sales invoice by and between the City of Sedalia, Missouri and Missouri State Highway Patrol in substantively the same form and content as the vehicle sales invoice 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 vehicle sales invoice, in substantively the same form and content as it has been proposed.

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the vehicle sales invoice 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 7th day of November, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of November, 2022.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers
City Clerk

Memorandum

To: Kelvin Shaw, City Administrator

From: John Simmons, Community Development Director

Date: 11/2/2022

Re: Truck Purchase

The Building Maintenance Department has expressed a need for a new vehicle to replace the 2002 Dodge truck with 120,000+ miles, no heater, a bad transmission and engine problems that Doug Roberts drives in his daily duties. This truck replacement was not budgeted for in this fiscal year, but due to supply chain issues departments have been on the lookout for what is available and are ready to act to secure these items as budget will allow.

Matt Wirt located a 2018 Ford F250 Crew Cab 4x4 XL available for purchase at the Missouri State Highway Patrol (MSHP). His investigation reveals that "the truck served as a police K9 vehicle but MSHP has maintained all the interior parts so the truck can return to a work truck. The truck is equipped with 4 doors, approximately 74,000 miles, heavy duty floor, trailer brake controller, class IV receiver hitch, new brakes and tires, and a bed cover. MSHP has provided the entire vehicle maintenance history indicating the truck has been methodically maintained. Purchasing used trucks with some mileage can be a challenge but, in this situation, it is a clear solution to the lack of availability of heavy-duty pickup trucks. By purchasing the truck, the city can continue operations and make quality replacements."

The purchase of the MSHP truck meets City purchasing policy under the Cooperative Procurement Program as this is a form of State Surplus and "similar programs that meet the spirit and intent of these procedures in their process." I recommend the City purchase the 2018 Ford F250 Crew Cab 4x4 XL for a total of \$39,000 and I thank Chief Wirt for alerting us to this possibility.

MISSOURI STATE HIGHWAY PATROL
Fleet & Facilities Division
P.O. Box 568
Jefferson City, MO 65102
VEHICLE SALES INVOICE

Invoice Number:

Page 1 of 1

Under provisions of 43.260 RSMo, the Missouri State Highway Patrol is authorized to sell the following used vehicles.

(1) Year and Make of Vehicle: 2018 Ford F250 4X4 Crew Cab Title Number: _____
Serial Number: 1FT7W2B60JEB84435 P Number: WV18156 Price: \$39,000.00
Comments: Mileage 74211

(2) Year and Make of Vehicle: _____ Title Number: _____
Serial Number: _____ P Number: _____ Price: _____
Comments: _____

(3) Year and Make of Vehicle: _____ Title Number: _____
Serial Number: _____ P Number: _____ Price: _____
Comments: _____

(4) Year and Make of Vehicle: _____ Title Number: _____
Serial Number: _____ P Number: _____ Price: _____
Comments: _____

(5) Year and Make of Vehicle: _____ Title Number: _____
Serial Number: _____ P Number: _____ Price: _____
Comments: _____

Agency: City of Sedalia

Address: _____

By: _____ Title: _____ Date: _____

Upon receipt of a check in the amount of \$39,000.00, payable to the Missouri State Highway Patrol, title(s) to the above identified vehicle(s) will be transferred to the above buyer. No guarantee on the used vehicle(s) is expressed or implied by the Missouri State Highway Patrol.

MISSOURI STATE HIGHWAY PATROL

Jared Ditt
By

Fleet Control Coordinator
Title

10/27/2022
Date

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI SUPPORTING THE SUBMISSION OF A STATE OF MISSOURI HISTORIC PRESERVATION FUND GRANT APPLICATION TO DEVELOP DESIGN GUIDELINES FOR THE VICTORIAN TOWERS DISTRICT.

WHEREAS, the Missouri State Historic Preservation Office has requested grant applications for nominations to the National Register of Historic Places from Certified Local Governments; and

WHEREAS, the City of Sedalia desires to assist property owners with the creation of design guidelines and best practices for the renovation and restoration of historic homes in the Victorian Towers Historic District; and

WHEREAS, design guidelines considered vital tools to the management of growth and development within the City's historic neighborhoods; and

WHEREAS, the City of Sedalia, Missouri recognizes the overall benefits of historic preservation, including heritage tourism, preservation planning and economic development and supports the city-wide preservation of its historic resources; and the City's Historic Preservation Commission also supports the submission of the grant application for the stated purposes; and

WHEREAS, the City of Sedalia, Missouri, will provide the required matching funds (\$20,000) and in-kind services (\$10,000) as stated in the grant application.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby supports the submission of a State of Missouri Historic Preservation Fund Grant application to seek funds to develop design guidelines for the Victorian Towers District.

Section 2. The Mayor and city staff are hereby authorized to prepare and submit documents necessary in applying for said funding.

Section 3. This resolution shall be in full force and effect from and after its passage and approval.

PASSED by the Council of the City of Sedalia, Missouri, this 7th day of November 2022.

Presiding Officer of the Council

ATTEST:

Jason S. Myers
City Clerk

MEMORANDUM

TO: MAYOR ANDREW DAWSON
CITY COUNCIL
KELVIN SHAW, CITY ADMINISTRATOR

FROM: JOHN SIMMONS, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: HISTORIC PRESERVATION FUND GRANT RESOLUTION

DATE: 11/3/2022

The State Historic Preservation Office is accepting grant applications for the upcoming fiscal year. Grant applications are due November 15th.

One of the grant requirements is a resolution of support for the application by City Council.

The Sedalia Historic Preservation Commission recommends that the city pursue the grant in order to create design guidelines intended to assist property owners with best practices for the renovation and restoration of historic homes in the Victorian Towers Historic District.

This next step is estimated at \$50,000.00 with a request of \$20,000 from the State Historic Preservation Office. The City would match the grant with \$20,000 plus \$10,000 in City staff labor.

This 40/60 match exceeds the 50/50 match required by the state. The state awards additional points in scoring the grant for exceeding the 50/50 requirement, thereby increasing the probability that the grant will be awarded.

This grant is the next step in solidifying the foundation of the Victorian Towers Historic District.

Office of the Mayor

TO: Members of City Council

FROM: Mayor Andrew Dawson

DATE: November 3, 2022

RE: New Appointment

I would like to make the following recommendation:

New Appointment:

BOARD/COMMITTEE	MEMBER	TERM
Planning and Zoning Commission		
	Rhonda Ahern	Completing Greg Nehring's Term Ending 6/2023