



City Council Meeting Agenda

Monday December 19, 2022 – 6:30 p.m.

City Hall, 200 South Osage, Sedalia MO

MAYOR: ANDREW L. DAWSON

MAYOR PRO-TEM: TINA BOGGESS

- A. CALL TO ORDER** – Mayor Dawson – Council Chambers
- B. PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. PUBLIC MEETING** – FY 2023-2024 Strategic Plan & Budget
- E. PUBLIC HEARING** – Designation of George R. Smith College site as a historic landmark
- F. SERVICE AWARDS** - None
- G. SPECIAL AWARDS** – None
- H. RETIREMENT AWARDS** - None
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
 - A.** Council Meeting – December 5, 2022
- II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES**
 - A.** Acceptance of Planning & Zoning Commission minutes dated November 2, 2022
- III. ROLL CALL OF STANDING COMMITTEES**
 - A. PUBLIC SAFETY** – Chairman Jack Robinson; Vice Chairman Steve Bloess
 - 1. Presentation** – Sedalia-Pettis County Emergency Management Agency (Trisha Rooda, Presenter)
 - 2. Strategic Planning Presentation** – Police Department (Matt Wirt, Presenter)
 - B. FINANCE / ADMINISTRATION** – Chairman Chris Marshall; Vice Chairman Jack Robinson
 - 1. Presentation** – Financial Update (Jessica Pyle, Presenter)
 - 2. Code of Ordinances – Flat Rate Supplementation – CivicPlus**
 - Council Discussion led by Chairman Marshall
 - Call for Ordinance authorizing Statements of Work, Master Services Agreement and Addendum for Code Book Supplementation Services – Mayor Dawson
 - 3. Waiver of Open Container Laws – Lions Club St. Patrick’s Day Pub Crawl**
 - Council Discussion led by Chairman Marshall
 - Call for Ordinance waiving the requirements of Section 4-3(A) of the Code of Ordinances of the City of Sedalia, Missouri and imposing other conditions relating to the Sedalia Lions Club Pub Crawl on Saturday March 18, 2023 during the hours of 12:00 p.m. to 7:00 p.m. in downtown Sedalia – Mayor Dawson
 - 4. Quote – Anti-virus Software – 1 year renewal – Blue Tree Technology, LLC - \$8,784.15**
 - Council Discussion led by Chairman Marshall

- Call for Ordinance Accepting a quote for a one-year contract renewal of desktop and server anti-virus software – Mayor Dawson

5. Hospital Board of Trustees composition

Council Discussion led by Chairman Marshall

- Call for Ordinance repealing ordinance number 11549 and amending section 2-434 relating to the City Hospital Board of Trustees – Mayor Dawson

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

1. Strategic Planning Presentation – Water & Wastewater (Brenda Ardrey, Presenter)

2. Amendment to Box Hanger Grant and Runway 5/23 Design Project.

Council Discussion led by Chairman Oldham

- Call for Ordinance Authorizing the Execution of Amendments to the State Block Grant Agreements with the Missouri Highways and Transportation Commission for Airport Development – Mayor Dawson

3. Change order number 1 for the Thompson Boulevard Mill and Overlay Project (Deduction \$76,936.00)

Council Discussion led by Chairman Oldham

- Call for Ordinance Authorizing change order number one for Thompson Boulevard Mill and Overlay Project – Mayor Dawson

4. Annexation & Utility Services Agreement – Jeffrey Holloway – 1760 Sycamore Drive

Council Discussion led by Chairman Oldham

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

5. Annexation & Utility Services Agreement – Kroeger Properties II, LLC – 6021 Lowe Drive

Council Discussion led by Chairman Oldham

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

6. Annexation & Utility Services Agreement – Kroeger Properties II, LLC – 6023 Lowe Drive

Council Discussion led by Chairman Oldham

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

7. Proposed naming of street between Liberty Stadium and Liberty Pool

Council Discussion led by Chairman Oldham

- R Call for Resolution by the City Council of the City of Sedalia Authorizing the naming of an unnamed street within Liberty Park to Liberty Stadium Drive – Mayor Dawson

8. Change order number 1 for Driftwood Drive and Honeysuckle Drive Water Main Project (Deduction \$400.00)

Council Discussion led by Chairman Oldham

- Call for Ordinance Authorizing Change Order Number One for Driftwood Drive and Honeysuckle Road Water Main Project – Mayor Dawson

9. Change order number 1 for Ingram Avenue and 9th Street Water Main Replacement (Deduction \$26,432.50)

Council Discussion led by Chairman Oldham

- Call for Ordinance Authorizing Change Order Number One for Ingram Avenue and 9th Street Water Main Replacement – Mayor Dawson

10. Lease of property located at Cedar Drive and Reine Ave – Lynn Staus - \$2,196.00

Council Discussion led by Chairman Oldham

- Call for Ordinance Authorizing a Lease Agreement for growing and harvesting crops – Mayor Dawson

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

1. Landmark Designation – George R. Smith College

Council Discussion led by Chairwoman Foster

- Call for Ordinance Approving the Historic Landmark designation of the George R. Smith College site – Mayor Dawson

2. Rezoning – 2006 West 14th – C-O to R-1

Council Discussion led by Chairwoman Foster

- Call for Ordinance granting a change in zoning classification from C-O (Non-Retail) to R-1 (Single Family Dwelling) on certain property located at 2006 West 14th Street in the City of Sedalia, Missouri, in accordance with Chapter 64, Zoning, of the City Code of the City of Sedalia, Missouri – Mayor Dawson

3. Acceptance of a Reconnaissance Survey MO DNR Grant

Council Discussion led by Chairwoman Foster

- Call for Ordinance Approving and Accepting a Historic Preservation Grant and Financial Assistance Agreement by and between the City of Sedalia, Missouri and Missouri Department of Natural Resources for the West Central Sedalia Historic District reconnaissance survey – Mayor Dawson

IV. OTHER BUSINESS

A. ACCEPTANCE OF RESIGNATIONS – ZONING BOARD OF ADJUSTMENT

1. Kevin Wade – Effective Immediately

B. APPOINTMENTS – BOTHWELL REGIONAL HEALTH CENTER

1. Dr. Gregory Doak
2. John Kehde
3. Jo Lynn Turley

C. LIQUOR LICENSES

New:

- * Hallye Newton dba Sedalia Lions Club, PO Box 1085, Picnic License (Downtown Sedalia Pub Crawl March 18, 2023 12:00 p.m. to 7:00 p.m.) - \$37.50

Renewal:

- * Adam McMillin dba Walmart Store No. 219, 3201 West Broadway Blvd, Packaged Liquor & Sunday Sales - \$450.00
- * Mary Jane Stewart d/b/a American Legion Post #642, 2016 West Main Street – Sunday Sales - \$300.00

- V. MISCELLANEOUS ITEMS FROM MAYOR, CITY COUNCIL AND CITY ADMINISTRATOR
- VI. GOOD AND WELFARE – *Any items from anyone in the audience*
- VII. Closed Door Meeting – Motion and Second to move into closed door meeting in the upstairs conference room pursuant to Subsections 1 (Legal Advice), 2 (Real Estate) and 12 (Negotiated Contracts) of Section 610.021 RSMo.
 - A. Roll Call Vote for Closed Door Meeting
 - B. Discussion of closed items
 - C. Vote on matters, if necessary (require a Roll Call Vote)
 - D. Motion and Second with Roll Call Vote to adjourn closed door meeting and return to open meeting
- VIII. ADJOURN MEETING
 - A. Motion and second to adjourn meeting

Please join the meeting by clicking or touching this link from your smartphone, computer, tablet, or iPad:
<https://global.gotomeeting.com/join/578973061>

If this is the **first time** you have joined a GoToMeeting you will be asked to identify yourself. Please fill in this information. If you would like, and we suggest you do, go ahead and set your preferences to make it easier to join next time. If you are new to GoToMeeting? We suggest to get the app through the following link:
<https://global.gotomeeting.com/install/578973061> This will make joining these meetings quick and easy.

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

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

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

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

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

United States (Toll Free): 1 866 899 4679

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

United States: +1 (669) 224-3318

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

Access Code: 578-973-061

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

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

[Click on any agenda item to view the related documentation](#)

POSTED ON DECEMBER 16, 2022 AT 3:30 P.M. AT THE SEDALIA MUNICIPAL BUILDING, BOONSLICK REGIONAL LIBRARY, SEDALIA PUBLIC LIBRARY AND ON THE CITY'S WEBSITE AT WWW.SEDALIA.COM



OFFICE OF THE CITY ADMINISTRATOR

To: Honorable Mayor Andrew L. Dawson & City Council Members
From: Kelvin Shaw, City Administrator
Re: Agenda items for City Council meeting on Monday, December 19, 2022, 6:30 p.m.

Public Meeting – This time has been advertised to encourage the public to provide input to Council regarding the strategic plan and budget for the upcoming fiscal year. This is further preparation and input for consideration during the strategic planning session scheduled for January 7.

Public Hearing – Notice has been issued to hold a public hearing regarding the intent to designate the site of the George R. Smith College as a historic landmark. John Simmons, Community Development Director, will provide information regarding this plan and then the public is encouraged to comment on such plan. Later during this meeting, Council will consider an ordinance to make the designation.

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

1. As part of our strategic planning process, we ask that our outside service contractors make a presentation. The contract requires such presentation and essentially, we ask that they report on how the funds were used this fiscal year, and then what services and costs they propose for the next fiscal year. This is an important function for these contracts from a legal standpoint, as we must show the general public purpose for the expenditure of these funds. In addition, from an overall resource allocation standpoint, we must review these services to determine how they stack up against all other priorities. For this meeting, Sedalia-Pettis County Emergency Management Agency will present their annual report. They provide emergency management services and coordination for Sedalia, as well as to Pettis County, and we help offset the costs with just under \$30,000.00 per year.
2. Mathew Wirt, our Chief of Police, will continue this year's presentations of strategic planning for each department. Chief Wirt will present at this meeting an overview of the plans for the Police Department.

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.

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

1. Jessica Pyle, Finance Director, will provide a brief update on tax revenue collection trends.
2. Jason Myers, City Clerk, has worked with the vendor that provides the codification and hosting services for our codebook. In the past, we have accumulated and sent the ordinances that have been adopted two times per year to them and they prepared a supplement incorporating these changes into the code of ordinances. The charges for this service were based on a per page rate. They have changed their model and are now offering a flat rate billing. Further, in going to this pricing structure they are offering quarterly updates for less than what we have been paying for the semiannual updates. They are also offering some added services that enhance the online tools to enable us to better manage our code. These added tools include hosting archived versions of changed codes while showing a comparison of what was changed, and loading ordinances passed between the quarterly updates within 48 hours. Staff recommends approval of the revised agreement.
3. The Lions Club is, again this year, planning to host a pub-crawl event celebrating St. Patrick's Day. This event serves as a major fundraiser for the club to continue their great works throughout the year. As in years past, City staff met with the organizers to work out the details of safely holding this event that brings many individuals to our downtown. The club applied for the permits necessary to close the streets for the celebration. The request before Council, at this time, is to suspend the prohibition against open containers in this specific area for the times of the event under certain conditions. Like the successfully safe events in the past, they will pay for off duty Sedalia Police Officers to provide security and ensure compliance with the conditions for the suspension of these laws. Open containers will only be allowed within the designated area, during the times specified, in a special cup disbursed by the club to those wearing a wrist band indicating they have verified their legal age for consumption of alcohol. Staff recommends approval.
4. The City's computer networks depend heavily on antivirus software to protect them from cyber-attacks. The software that the City has used for approximately ten years is Sophos, and is considered a leader in the network security industry. Also, staff has developed a relationship with Blue Tree Tech as an authorized reseller and support services provider over this same time period to consult with us on the deployment of this package. The subscription for this package is due to be renewed by December 24. Staff obtained quotes, and while Blue Tree was not the lowest quote, their demonstrated technical assistance and consulting services make them the best quote overall in staff's opinion. Therefore, staff recommends renewal of the subscription of the Sophos endpoint detection and response system through Blue Tree Tech at a cost of \$8,784.15.
5. The Bothwell Board of Trustees, in coordination with the executive leadership, have made recommendations to Mayor Dawson regarding the composition and size of the board. Such recommendations include increasing the size of the board to bring together more active

members and facilitate more diversity in thought for the deliberations in the fulfillment of the board's functions. An expansion in the numbers allows for more diverse backgrounds to bring varying perspectives to the conversation in representing different population segments or customer bases such as geographic areas, cultures, ethnicity, generations, underserved, etc. In agreeance with these points, Mayor Dawson and I recommend expanding the board of trustees to nine members from its current size of seven.

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

1. Brenda Ardrey, Public Works Director, will continue the strategic plan presentations with the water department plan.
2. The City airport is allocated a portion of grant funding each year to offset capital projects. This discretionary funding is often combined with the other competitive grant applications to fund the larger projects. Therefore, we typically use the allocation between competitive grant awards to plan for and design the next large project application. Airport Director Dodson recommends using the 2022 allocation to extend the agreements on the auxiliary runway to continue the planning phases along with the box hanger to finish up that project.
3. The Thompson Boulevard mill and overlay project has been completed. As is customary in these types of contracts, an estimated amount of materials is used for the contract total. Then when the project is completed this estimate is adjusted up or down to the actual amount consumed and applied to the contracted rate, resulting in a change order to finalize the sum amount to be paid under the contract. For this project, there was less asphalt used than the estimate, which brings the contract total down by \$76,936.00 to \$394,821.05. Staff recommends approval of the change order to close out this contract.
4. Jeffrey Holloway has requested utility services from the City for property located outside the city limits. Staff has negotiated an agreement that in return for extending services, they would grant the perpetual right of the City to annex the property if it ever becomes contiguous to the city limits. This agreement is consistent with past practices and agreements in other similar situations and staff recommends approval.
5. Kroeger Properties II, LLC 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.
6. As in the previous agenda item, Kroeger Properties II, LLC has requested utility services for another property in exchange for an annexation agreement.
7. It is unclear that the roadway between Liberty Pool and Liberty Stadium has ever been designated as a road and officially named. The Parks Department would like to clarify it as a road with the name of Liberty Stadium Drive. Since we cannot definitively say it was never named as an official roadway, legal and staff recommend going through the same process as would be done for changing the name of a road. The first step in the process is to adopt a resolution declaring this intent. Then staff will publish notice of such. Four weeks after the notice,

Council will hear from any affected parties and then can consider an ordinance to change the name of the street. Staff recommends approval of the resolution at this time.

8. The water main replacement project at Driftwood Drive and Honeysuckle Drive has been completed. As discussed earlier, these contracts typically contain estimates that are trued up at the conclusion of the construction. Staff recommends approval of a change order to deduct \$400.00 from the total to close out this contract.
9. The water main replacement project at Ingram Avenue and 9th Street has also been completed. Staff recommends approval of a change order to deduct \$26,432.50 from the total to close out this contract.
10. Part of the property acquired for the rail spur is not currently needed for operations. A portion of this area is suitable farm ground and has historically been leased to farmers in the area. Staus Farms is leasing surrounding land and has negotiated an agreement with staff at the same rate as the previous year and similar terms. Staff recommends approval of the lease of approximately 18 acres of surplus property for \$2,196.00 per year.

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

1. As discussed during the public hearing portion of this meeting, staff recommends approval of the designation of the George R. Smith College site as a historic landmark to celebrate and preserve the significance of the college.
2. The property owners of 2006 West 14th Street have applied to have this property rezoned from C-O Commercial to R-1 Single Family Residential. As required, this application was reviewed by staff and presented to the Planning and Zoning Commission. The requested zoning is consistent with surrounding property uses and the comprehensive plan. Therefore, staff and the Planning and Zoning Commission recommend approval.
3. Community Development has applied for and been awarded a grant to assist the City in surveying and documenting historical significance in an expanded area around the Victorian Towers District. The grant is for \$50,000.00 with the City pledging \$50,000.00 cash and \$8,369.00 in in-kind match. Staff recommends approval of the grant agreement which outlines the requirements in accessing and utilizing these funds.

Notice of Public Meeting

A public meeting will be held at 6:30 p.m. on Monday, December 19, 2022 in the Council Chambers of the Municipal Building at 200 South Osage. At this time, citizens may be heard on items for consideration by Council in setting the strategic plan and budget for the fiscal year beginning April 1, 2023.

Run 1x
December 7, 2022

PUBLIC HEARING

The City of Sedalia City Council will hold a public hearing to consider the designation of the George R. Smith College site as a historic landmark. The public hearing will be held at 6:30 pm on December 19, 2022 in the Council Chambers of the Municipal Building to receive public comment concerning the designation. Written comments may be made to the City Clerk prior to the meeting. Interested parties should contact the Community Development Department.

Handicapped citizens needing accommodation in order to attend this meeting should contact the City Clerk's office at (660) 827-3000 extension 1110 no later than 48 hours prior to the scheduled meeting.



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
DECEMBER 5, 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, December 5, 2022 at 6:30 p.m. at the Municipal Building in the Council Chambers with Mayor Andrew L. Dawson presiding. Mayor Dawson called the meeting to order and asked for a moment of prayer led by Chaplain Byron Matson followed by the Pledge of Allegiance.

ROLL CALL:

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

SERVICE AWARDS:

25 Year Gift Card/Certificate	Jason Wolfe	Filtration Plant Operator III	Water
25 Year Gift Card/Certificate	Kenneth Oswald	Equipment Operator II	Street
10 Year Pin/Certificate	Christopher Maggert	Fire Driver/Engineer	Fire
5 Year Pin/Certificate	William Brown, Jr.	Custodian	Library
5 Year Pin/Certificate	Matthew Moulton	Fire Driver/Engineer	Fire
5 Year Pin/Certificate	Justin Hilliard	Firefighter	Fire

Fire Chief Matt Irwin stated that Christopher Maggert was promoted to driver approximately one year ago. He helps with lighting on the fire apparatus and will be assisting with future radio programming. He has several State certifications and in 2015, he was awarded the Meritorious Service Award for a search and rescue.

SPECIAL/RETIREMENT AWARDS: None

MINUTES: The Council Meeting minutes of November 21, 2022, were approved on motion by Oldham, seconded by Robinson. All in favor.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: None

ROLL CALL OF STANDING COMMITTEES:

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

Presentation: Sedalia Pettis County Economic Development – Annual Report

Jessica Craig, Executive Director, Sedalia-Pettis County Economic Development, presented the 2022 Annual Report via phone. Economic Development consists of Business Expansion, Business Retention, New Business Creation and Business Recruitment. Sedalia and Pettis County is home to 70 manufacturing and industrial businesses that focus on manufacturing, warehouse logistics, energy,

technology and headquarters. Due to diversity of current business, Sedalia has been able to remain steady through the Pandemic and will likely end the year with \$1 Million in Capital projects announced. Business Announcements for 2021-2022 of expansion or new facilities represent 958 new jobs, 1,645 retained jobs, and \$408 Million capital expenditures. One additional business expansion will be announced in the next 30 days and will result in 48 new jobs, 48 retained jobs and \$7 Million capital expenditures.

Priorities for 2023:

- **Deliver** – Construction and build-out of Simcote, Impact Signs, Prysmian Group, Maxion and other pending projects.
- **Land the Deal** – 16 active business expansion and recruitment projects in the works.
- **Marketing** – Working with State of Missouri and Missouri Partnerships to be premier site; invest in tools to tell story virtually; continue to build marketing capacity for sites and buildings; partnered with Police Department Drone Unit to obtain aerial footage of topography and videos.
- **Talent** – Drive talent initiatives through programs such as Center for Veteran Reintegration and State Fair Community College Workforce Innovation Center.
- **Childcare** – Continue to pursue increased access to quality and flexible childcare with employers.

Other plans include upgrade in technology. New workforce data is available and Economic Development needs new desktop computers due to an increase in operational costs year over year. Economic Development is asking for a \$5,000.00 increase in appropriations from the City of Sedalia. Ms. Craig expressed her appreciation to the City for being a part of the team to assist Sedalia-Pettis County Economic Development in their endeavors.

- Mayor Dawson and staff have worked to develop a policy to deal with the prevention, detection and investigation of fraudulent activity. Councilman Cross noted a correction in the Ordinance in Section 3 by removing “file in her office” to “file in his office”. A recommendation was made to amend the policy to state that Fraud investigators will be the Mayor, City Administrator and City Council. Motion by Oldham, Seconded by Robinson to amend the policy. All in favor. Ordinance was read with the recommended amendment.

BILL NO. 2022-200, ORDINANCE NO. 11694 – AN ORDINANCE ADOPTING A FRAUD PREVENTION AND DETECTION POLICY FOR THE CITY was read once by title.

2nd Reading – Motion by Oldham, 2nd by Bloess. All in favor.

Final Passage – Motion by Oldham, 2nd by Robinson. All in favor.

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

- A conflict was found in section 12-28 and the fee schedule regarding delinquent business licenses. It is recommended to eliminate text in the section and refer it to the fee schedule. Amounts clarified as 10% for first month and 1% each additional month.

BILL NO. 2022-201, ORDINANCE NO. 11695 – AN ORDINANCE AMENDING SECTION 12-28 AND FEE SCHEDULE REGARDING PENALTIES FOR DELINQUENT BUSINESS LICENSES was read once by title.

2nd Reading – Motion by Oldham, 2nd by Bloess. All in favor.

Final Passage – Motion by Oldham, 2nd by Bloess. All in favor.

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

- A Grant has been identified to assist the City with Cybersecurity. The Grant is for up to \$200,000 and requires

a 10% match.

RESOLUTION NO. 2003 – A RESOLUTION AUTHORIZING SUBMISSION OF AN FY 2022 STATE AND LOCAL CYBERSECURITY GRANT APPLICATION was read once by title and approved on motion by Cross, seconded by Robinson. All in favor.

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

- Developers of properties in the areas of Lamm Drive and West Tenth Street have constructed the connecting roadway to City specifications and have asked the City to assume ownership and maintenance.

BILL NO. 2022-202, ORDINANCE NO. 11696 – AN ORDINANCE ACCEPTING LAMM DRIVE AND WEST TENTH STREET EXTENSIONS FOR OWNERSHIP AND CITY MAINTENANCE was read once by title.

2nd Reading – Motion by Oldham, 2nd by Marshall. All in favor.

Final Passage – Motion by Oldham, 2nd by Marshall. All in favor.

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

- Staff negotiated an easement conveyance for property at 101 South Washington in exchange for replacement of a drive. This will aid with large truck traffic in the area.

BILL NO. 2022-203, ORDINANCE NO. 11697 – AN ORDINANCE AUTHORIZING ACCEPTANCE OF A CONVEYANCE OF EASEMENT AGREEMENT FOR PROPERTY LOCATED AT 101 SOUTH WASHINGTON AVENUE IN THE CITY OF SEDALIA, MISSOURI was read once by title.

2nd Reading – Motion by Oldham, 2nd by Robinson. All in favor.

Final Passage – Motion by Oldham, 2nd by Robinson. All in favor.

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

- Two vehicles in Public Works Departments have failed and need engine replacements. Staff obtained quotes from Scheppers International Truck Center for \$32,409.49 and Rick Ball Ford Sedalia in the amount of \$16,090.23 for the replacements.

BILL NO. 2022-204, ORDINANCE NO. 11698 – AN ORDINANCE APPROVING AND ACCEPTING QUOTES FOR TRUCK ENGINE REPLACEMENTS was read once by title.

2nd Reading – Motion by Oldham, 2nd by Bloess. All in favor.

Final Passage – Motion by Oldham, 2nd by Marshall. All in favor.

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

- Staff identified an ARPA Grant for the Sedalia Regional Airport to help offset costs or lost revenue sustained during the Pandemic. City could qualify for approximately \$32,000 under the grant.

RESOLUTION NO. 2004 – A RESOLUTION AUTHORIZING THE SEDALIA REGIONAL AIRPORT TO SUBMIT AN AMERICAN RESCUE PLAN ACT GRANT APPLICATION was read once by title and approved on motion by Oldham, seconded by Marshall. All in favor.

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

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

Strategic Planning Presentation: Fire Department

Fire Chief Matt Irwin stated that the Fire Department’s Mission Statement is “For Them” which is a mindset that puts the community first. This past year, they have washed down business entryways,

animal rescues, ball rescue, installed smoke and carbon monoxide detectors and participated in community Events.

Accomplishments:

3-Station Model with Training Center – Design work occurring; begin construction of 2 stations and training center this coming fiscal year; expected construction 1 ½ years.

Squad Development Model – 2 squad trucks ordered; third truck to be ordered when station construction begins.

Increased Normal Staffing – Currently, each shift has 10 firefighters on duty and 13 total per shift, with 3 stations there would be 15 firefighters on duty and 19 total per shift, and long-term City growth may require additional personnel to increase normal staffing.

Stations 4 & 5 – Long range forecast only; dependent on future growth; station 4 would be south of town near Smith-Cotton High School and station 5 would be north of town near Nucor.

Brycer Compliance Engine – Implemented

Medical UTV – Not budgeted for last year; grants identified to cover costs (1 has 10% match; 1 has no cost to the City); utilize UTV during community events for ease of movement through crowds.

Department Budget Impact:

1. **Fire Prevention** – Freddie the Fire Truck - \$10,000 (exploring grant opportunities); Certifications for Service providers; Inspection Fees – Annual and first reinspection free, subsequent inspections – \$50.00; Fire Safety Village to replace trailer currently used for education purposes.
2. **Vehicles** – (2) New Inspector/Staff vehicles - \$40,000/ea.; Brush Truck replacement in FY 2026 – approximately \$1 Million plus; New Engine for new station – approximately \$800,000.00.
3. **Equipment** – Attack Package upgrade – 3-year implementation - \$20,000.00, \$20,000.00, \$10,000.00; new Engine and Squad equipment – large purchase FY 2024, \$65,000.00/squad, \$145,000.00/engine (significant reduction in amount if Engine 2 is removed from service); establish replacement schedule/program.
4. **Personnel** – Increased budgets for new hire training (Job market no longer allows required certifications prior to employment; more on the job training); sign on bonus for those already certified; up staffing in preparation for expansion prior to opening of new station.

Implementation:

1. **FY 2023** – Professional design work for both stations
 2. **FY 2024** – Start Construction on Hubbard Park Station; Start Construction on New Engine for Station; Apply for SAFER Grant
 3. **FY 2025** – Major Hiring Cycle
 4. **FY 2026** – Hubbard Station & Engine put in service; Begin Construction on Centennial Park Station
 5. **FY 2027 – 2028** – Centennial Station put in service; Central Station taken out of service
- The Budget amendment is needed due to large unexpected vehicle repairs in the Fire Department.
- RESOLUTION NO. 2005 – 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 was read once by title and approved on motion by Oldham, seconded by Robinson. All in favor.

BILL NO. 2022-205, ORDINANCE NO. 11699 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023 REGARDING FIRE VEHICLE REPAIRS was read once by title.

2nd Reading – Motion by Foster, 2nd by Oldham. All in favor.

Final Passage – Motion by Foster, 2nd by Oldham. All in favor.

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

➤ The Ordinances are for amending City Code related to licensing for recreational marijuana and to place an issue on the ballot for April 4, 2023 imposing a 3% sales tax on retail sale of recreational marijuana.

BILL NO. 2022-206, ORDINANCE NO. 11700 – AN ORDINANCE OF THE CITY OF SEDALIA AMENDING THE CITY CODE REGARDING MARIJUANA was read once by title.

2nd Reading – Motion by Oldham, 2nd by Robinson. All in favor.

Final Passage – Motion by Oldham, 2nd by Robinson. All in favor.

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

BILL NO. 2022-207, ORDINANCE NO. 11701 – AN ORDINANCE IMPOSING A THREE PERCENT (3%) TAX ON RETAIL SALE OF RECREATIONAL MARIJUANA TO BE PLACED ON THE BALLOT FOR THE APRIL 4, 2023 MUNICIPAL ELECTION was read once by title.

2nd Reading – Motion by Foster, 2nd by Oldham. All in favor.

Final Passage – Motion by Foster, 2nd by Oldham. All in favor.

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

OTHER BUSINESS:

ACCEPTANCE OF RESIGNATIONS:

The following resignations were read and approved on motion by Oldham, seconded by Foster. All in favor.

*Arwilda Poole – Bothwell Regional Health Center Board of Trustees – Effective Immediately

*Stafford Swearingen – Bothwell Regional Health Center Board of Trustees – Effective 12-31-2022

*Kevin Wade – Planning and Zoning Commission – Effective immediately

APPOINTMENTS:

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

*Tolbert Rowe – Planning and Zoning Commission – Completing Kevin Wade’s Term ending June 2023

BIDS:

- Replacement Truck Engine – August 19, 2022 (No bids received)
- Purchase and re-use of property: 114 E. Jackson – September 23, 2022.

LIQUOR LICENSES: None

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

City Administrator Kelvin Shaw thanked WAFB Security Forces for their presence and assistance with the Christmas parade. Councilman Marshall stated that he has heard positive comments regarding the

new barricades. Mayor Dawson stated that a couple who didn't participate with a float last year are going to participate next year after seeing the barricades.

Mayor Dawson commented about a rebuttal by the City Assessor following the presentation of a school demographer. Council consensus was to have the demographer give a presentation at a future Council Meeting.

GOOD & WELFARE:

Laurie Ward, Attorney, 512-514 South Ohio, voiced concern regarding the proposed Cumulative Zoning and Transitional Services Ordinances and offered her assistance in reviewing the ordinances.

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

The regular meeting reopened at 8:20 p.m. on motion by Oldham, seconded by Robinson. All in favor.

BUSINESS RELATED TO CLOSED DOOR MEETING:

BILL NO. 2022-208, ORDINANCE NO. 11702 – AN ORDINANCE APPROVING A QUIT CLAIM DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 114 EAST JACKSON STREET FROM THE CITY OF SEDALIA, MISSOURI, TO MAX AND VALENTINA KYRSH was read once by title.

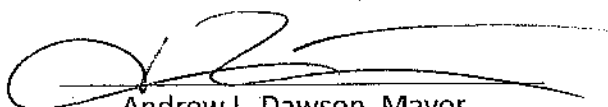
2nd Reading – Motion by Oldham, 2nd by Robinson. All present in favor.

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

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

The regular meeting adjourned at 8:22 p.m. on motion by Oldham, seconded by Foster. All in favor.

THE CITY OF SEDALIA, MISSOURI



Andrew L. Dawson, Mayor



Jason S. Myers, City Clerk



Let's Cross Paths

PLANNING & ZONING COMMISSION

Wednesday, November 2, 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	Go-To
Kevin Wade	Present	Jerry Ross	Present
Chris Marshall	Present		

STAFF:

Kelvin Shaw
John Simmons
Jilene Streit
Joe Lauber

- Kevin Wade, Chairman called the meeting to order.
- Roll Call
- Chris Marshall made the motion to accept the October 12, 2022 meeting. Ann Richardson seconded the motion. All approved.
- Old Business

➤ Cumulative zoning work session:

John Simmons presented the staff recommendation draft of the cumulative zoning. Made some amendments to simplify. WHEREAS (removed commercial and). Looking at this from the impact on industrial use and impact of industrial on other zones. Section 1 Section 64-43, strike entire Section 1. Dealing with this section with the concept in the definition of transient dwelling houses. Will address in transitional services recommendation. Section 2 Section 64-44. Strike that. Uses in C-2 transfer into C-3, cumulative zoning works currently with our commercial districts. Suggesting no change in the cumulative effect with zoning in commercial. Section 3 Section 64-45. Recommend amending to read any use permitted in district C-0, C-1, C-2 and C-3 which are commercial zonings be allowed in district M-1, except residential uses. This is to acknowledge the lighter industrial use in transition with commercial whereas M-2 is focused on heavy industrial & want to mitigate that from residential, same as light industrial. There is an entire area of the downtown district on north side of main which is traditional downtown, 2 story, zero setbacks, zero parking regulations that is zoned M-1 light industrial instead of C-2 downtown commercial. Think that's also a transitional type of zoning where M-1 light industrial could be comparable example; ax throwing business on 1st floor & want their residence upstairs, that would be allowed in that zoning. Want to recognize that section of

downtown abuts C-2 zoning. This would be a future discussion of downtown zoning, want to keep industrial use but also recognize that's part of the downtown district. Could create a new district, M-0, downtown industrial, for example. Could fix that zoning after this fix with the cumulative zoning. The intent is to remove that residential use in the industrial zones. After further review the staff is recommending this version. Brenda Ardrey wanted to know if there are any residential uses currently in M-1 that would be excluded in the future? John said they would be grandfathered but the majority of that is in the downtown area. There is 1 by the cemetery on Engineer that use to be the city's maintenance shop & cemetery shop. Joe Lauber said keep in mind from the last meeting, if you have the cumulative zoning it will take the zoning that creates permissive uses at lower levels & pushes them all the way up to the most intense. If existing residential in any of these areas, if eliminate cumulative zoning from this district back down the ladder, those uses can continue as legal non-conforming (grandfathering). Cannot expand its scope, if destroyed for any reason couldn't be rebuilt. Next step, this can often be a first step in making some other changes as you go. If have a use designed to be industrial then you want it as an industrial use. By doing this it keeps people from doing some of those lesser uses in the area until you can address other ways to work with this type of zoning. John's example, could do right now keeps additional residential from coming in & if decide later that you want to create a new zoning district, that would allow some sort of industrial & residential use, don't typically see that, but starting to see these pop up, a craft or trade business with residential upstairs. This gives you the ability to go back in & address it more specifically with zoning & in the meantime make sure the uses aren't coming in unintentionally. Anne Richardson asked, this allows some flexibility? Joe Lauber said in the short time will say can't do just the lesser uses of the residential in the industrial. It would be less flexibility in the short term because of the unhooking of the cumulative zoning but allows you to go in to be more mindful about the way doing other changes. John Simmons said everything still has that option of rezoning that property. Don't want to do spot zoning but in districts where intermingling might make more sense for the property owner to rezone the property & the City would look at that also & since made these changes could assist property owner. Joe Lauber said this commission, one of the things you are charged with is to review potential zoning changes coming in city or applicant, another big part of your role is you get to create the city's comprehensive plan, can't lose sight of the fact there is that plan out there. The commercial corridor that comes in the west side of Broadway & turns & goes south down 65, our zone doesn't exactly match that as you look at it. If that is the vision the city had adopted in 2021 in the Comprehensive Plan than this is how you start to work towards it. The Comprehensive Plan is more of a guideline, should use it as your guide. John Simmons explained the future land use plan & try to adhere to it when making rezoning & annexation decisions. Kevin Wade said he is a whole lot more comfortable with this. Joe Lauber said with all the great comments from the last meeting, it has led to the amendment. The bottom section that doesn't have the cross through in it, it will be a 1 section ordinance that will amend Section 64-45, M-1 district & will allow all commercial uses in it & what is already allowed in M-1 but would take out the ability to use residential uses in an industrial district. John Simmons said purposely left the commercial uses in the industrial districts because we do see commercial business operating in an industrial area. Next meeting will be December 7th, this will give you a little time to review the information prior to voting. Brenda Ardrey said she would be much more comfortable if we had the M-0 definition available at the same time. Joe Lauber said not only looking at the 1st step but go ahead & have staff draft up a new section in the zoning code that would add M-0 district that could address those things. Will work on that to have on the next agenda.

➤ Transitional Services

As you recall at the last meeting introduced the Transitional Services committee's recommendation on an ordinance to this committee. At that meeting said need to do staff

review & bring to you at this meeting. Again looking at the staff's recommendation based on the committee's recommendation & the changes staff saw after consideration of talking with the police, fire & legal departments. Will walk through what staff saw in the document that warranted comments & changes & editing for this committee to consider. John explained that the document tonight is based on the recommendation from the Transitional Services committee & he handed out a reference matrix of the zoning & what's allowed in those zonings. The ordinance tonight is based off recommendation from the Transitional Services Committee & has the staff's edits & comments. Joe Lauber said when we submitted the Transitional Services committee copy to you at the last meeting it was full of red line too, it was just showing what the committee had worked through, wanted taken out & added. This takes that copy & accepts all the changes & at the last meeting this committee wanted a work session asking what was city staff comments, so this is that document. John Simmons will run through the comments & strike-throughs in the document & any changes made.

Definitions:

Risk of Becoming Homeless – add (an) (are likely to) (access to a residence). 1. Add (likely). Need to define what a residence is & make sure it complies with the current code. Residence will become a defined term. 2. Remove permanent, they just need to find housing.

Making Residence a defined term ends up striking next lines under homeless, 2, 3 & 4.

Add definition of **Residence**. Might be some adjustment to that definition. Joe Lauber said there are other laws that will come into effect, Fair Housing Act, ADA, & some of those have their own laws. Example, Fair Housing Act doesn't define residence but does define what so may want to take a look at making sure there are elements of FHA definition of dwelling in residence. So have some language may suggest a tweak to that definition. Anne said we wouldn't use residence & dwelling interchangeable? Correct dwelling is more of a structure itself & residence is how it's being used. Brenda Ardrey said defining transient guests as? Kelvin said transient guest is defined in the hotel, lodging, could redefine it here but it's already defined in the code, believe it's staying for less than 30 days. John Simmons said he's making a note to pull that in from the hotel language & reference here. Joe Lauber said make sure to keep it to the extent there are definitions specific to these rules.

Shelter, will see some adjustments there – add (for the purposes of this section) add (protection) add (to avoid the elements) add (those places further defined here in as) add (protecting) add (from the elements).

Day Shelter – change time to 6 am to 9 pm & subject to Special Use Permit.

Temporary Warming Shelter – add subject to Special Use Permit.

Temporary Cooling Shelter – change time to 6 am to 9 pm & add subject to Special Use Permit.

Emergency Shelter – which does not require occupants to sign leases or occupancy agreements.

Emergency Housing – strike single family, two-family, & multi-family – has to follow the district it's in per the zoning code. Brenda Ardrey wants to know if emergency shelter intended to also cover those impacted by natural disasters that wouldn't necessary be defined as homeless? Kelvin Shaw said that would fall under the emergency powers. Joe asked if she's thinking a natural disaster situation would be exempt from the application? John Simmons said it's on the last part, emergency powers (d). Kelvin Shaw said if he can remember during the Transitional Services they was discussion & were putting in homeless encampments & all that & finally took it out & said that's where it really needs to be dealt with.

Managing Agency – add coordinates & capitalization.

Sponsor – capitalization

Support Service – add (assistance to individuals or families aimed at reducing or mitigating the effects of homelessness) John Simmons said the reason he added that is because have service provides in downtown & around town that some of the work they do is aimed at eliminating or preventing homelessness, some clients might be dealing with those issues & are helping them. Kevin Wade questions the definition seems to line up with social services, administrative offices, non-profit, social services retail business which exist in the current zone C-2. Chairman Wade read off the C-2 zoning definition. Joe Lauber said back to question Mr. Shaw raised, somewhere in the definition of support services the provision got put in there but don't remember the intent of the Transition Services committee, that support service that last sentence needs to be struck. Think their intent was when have a compilation of three or more services in one place. Think to the extent that may have some other definitions that exist in some of the other uses, will just need to coordinate those. The inception of the Transitional Services Committee is the fact that we have permissive zoning in Sedalia & the state of Missouri. Permissive zoning says, if you list out your uses that if you don't list a use it is prohibited, a concern, can list businesses that are operating right now that fall under this. By passing an ordinance that identifies those uses then you're getting clarity, support to the providers of these services that these can have. Are certain incidental uses that happen in zoning. Many of these uses singularly are typically operating on the primary use. By adopting an ordinance that provides for services to exist in the City is helpful to that standpoint to make sure those entities that are providing these services aren't doing so at risk but if you put these in there than you know for sure. To answer Chairman Wade's question, to the extent we do have some potential where there could be overlap to some of the existing will need to look at those. Chairman Wade would like to have some documentation on permissive zoning.

John Simmons said that skipped over the Community Center definition, best to delete from this ordinance, different type of use & is addressed elsewhere in the code.

Transitional Housing - striking housing

Transit Services – striking as shall be determined by the P & Z commission – they are really not the determining body the City Council is.

Residential Facilities – Kelvin Shaw said issue with term residential facilities is used in the definition community residential facilities so becomes a circular definition. Need to resolve this.

Section 2 – add section (b) to add definitions, goes back to cumulative zoning issue where remove definition of transit dwelling houses in C-2 where prohibited transit dwelling houses. Landed on entire different language through this process. That type is use is covered in multiple definitions above this, emergency shelter, emergency housing, etc.. would leave that definition that we would use solely in C-2 zoning, to prohibit transit dwelling houses.

Section 3 – John tried to simply the different zoning districts with the matrix spreadsheet with the different type of shelter & transitional services uses if allowed &/or require Special Use Permit. add (as their primary purposes) & strike day shelter & add (provided that such use is clearly an ancillary use for the structure)

Section 5 – strike Community Center & add (services).

Section 8 – add (exclude) has to deal with cumulative zoning, C-2 would allow anything in C-1 & below, want it to say except for.

Section 9 – this is contingent upon the cumulative zoning. Intent of the committee was to allow all the shelters. Chairman Wade wanted to go back to deleted in the event any combination of any 3 uses on the same lot, has this been modified to day any of these uses would require a Special Use Permit? John indicated yes it would. Chairman Wade wants to know the reasoning. Kelvin said were looking at it as that is the primary purpose in the definitions, as it's defined now those are the primary purposes, these would be the more intense uses. Chairman

Wade wanted to know what the intense use means. Kelvin Shaw said the collective input those intended uses have a more intense effect on the neighborhood. Chairman Wade wanted to know what if there are quantifiable things? He heard there were a lot of perceptions & feelings but didn't see anything that was quantifiable. Intensity he thinks about number of cars, number of people. Kelvin Shaw said have heard from a lot of constituents about the effects that this would have on the neighborhood. Chairman Wade said it would just be overall effects of the people? Kelvin Shaw said it's a accumulation of everyone's input, the recommendation from staff is based on that. Joe Lauber added with respect to the Chairman's question, in his personal observation with going through this with the Transitional Services Committee & discussion here, his understanding as going through that was getting toward the intensity of use has to do with the accumulation of services being provided on 1 particular location, has less to do with what each of these might bring by itself & more to do with the fact when you accumulate several uses on 1 parcel is what creates the more intensity, potential of more traffic, etc.. Chairman Wade said makes sense on how it's written but eliminated this about the combination & leaving it so when was it decided that these uses are intense enough? Joe said, this whole thing has been a grass roots effort from the beginning, at this point what the commission asked the staff to do was go through it & make recommendations to you. Staff is not saying this is how you to do this, it's up to this committee to make their changes & recommendations to send to Council.

Section 10 – Add Day Shelter

Section 64-127 Provisions Related to Homelessness – Kelvin Shaw said what helped him when going through it is this is part of Article V which is Special Use Permits, so when reading this it only applies to the Special Use Permits. Chairman Wade said if we pass this it would impact the uses just named off, cooling/warming shelter, emergency shelter & emergency housing. Kelvin Shaw said it depends on what you make applicable to the Special Use when it's applicable. John Simmons said when you go to Special Use Permit looking at those minimum standards. One of the things we looked at for a couple different reasons, with alcohol, different uses throughout the city, looking at 1,000 ft. from public or private school & licensed daycare. Show a rough map of what those limitations are. Joe Lauber said this is the 1st opportunity for this committee to see as the City's GIS was down during the Transitional Services meeting & didn't get a change to get into it then. Chairman Wade wanted to be sure that 1,000 ft. is what they required for marijuana. Yes, but the state dictated the distance & how measured.

(b) Minimum standards

1. add licensed & add such distance shall be measured by a straight line from the nearest edges of the property lines.

Joe Lauber said it's worth noting when talking about a Special Use Permit, when have some uncertainty as to how intense a use can be, putting an accumulation of uses, example, instead of based on how written previously & how written before, if have 3 or more of the uses listed on 1 property that would trigger the Special Use requirement, what if you had 9, or 15, each one of those have varying levels of intensity depending on what the applicant, without a Special Use permit the 15 uses on 1 property & the 2 uses on the property are treated the same. With the Special Use permit it says, once we start to accumulate, review what the applicant is bringing forward, basically a checklist & why there is some redundancy. If you have a Special use Permit & fail to comply with zoning then the Special Use Permit can be revoked from that standpoint. It's designed to say when this particular use was approved this is what we were told it was going to be & to keep within those parameters & if it falls outside those parameters then the City can revoke at that point.

4. add (upon receipt of a permit application)

5. a. Space Requirements – question could get is what if someone wants to build a tiny home village? John Simmons said in his research it shows that the International Residential code

requires one habitable room of 120 square feet & any additional room must have a minimum of 70 square feet. Chairman Wade said it's his understanding the 2018 IBC covers tiny homes.

6. Will see some strike out because those items are covered in the City's International Maintenance Code which the City has adopted. No reason to duplicate that language when already holding everyone to that standard. Joe Lauber said if looking at the IPMC, when original language went in was thinking maybe some circumstances maybe a business or another facility that isn't normally suited for people to stay overnight, may not be looking at the from a code standpoint because not their primary purpose but to protect the safety of individuals who would need these services to make sure they are providing for the safety of the individuals coming in. John Simmons said so a facility not built for that purpose being used for that purpose. Brenda Ardrey is concerned about the sewer, if it's an M-1 being used for a daycare, even an emergency shelter, there's question about the size of the sewer pipe.

9. Of course all facilities must always have a road accessible to emergency vehicles, that's required in the code. A. Add (currently), add (at all times during operations). B. All facilities must maintain a registry...

10. Fire & Emergency is already in the code so strike that.

13. add (upon receipt of an application), add (existence & locations), add (to avoid approval of permits for like facilities)

Shelters – remove Emergency because pertains to all Shelters.

5. Question of the forty beds? Correct numbers to land on?

6. Parking spaces? Brenda Ardrey said needs to make sure this excludes street parking by buildings, must be off street parking.

7. Staff recommendation is to take out the annually permit renewal & just make the operations plan becomes part of the stipulation of the permit & Community Dev Director would inspect annually. Chairman Wade wanted to know if that's in line with the current Special Use Permit process? Kelvin Shaw said, yes, but we don't currently do an annual review, as long as you comply with what you said you're going to do when you go the Special Use Permit, you can continue.

e. Time to act – changed to 90 days. Question from Mayor Dawson if made that the special use permit administrative function then you remove that period of 1 year where it says special use permit shall be deemed approved. Joe Lauber to the extent that you would have to reapply for a special use permit this would say if the planning commission did not act on it within, originally said 60 days but changed to 90 days, then it would be deemed approved. With the amendment that was suggested previously of saying no need to reapprove the special use permit if they are following the requirements then they wouldn't need that section at all. Ann Richardson said, so strike this out? Joe Lauber said yes. If the Commission would be ok with the concept of doing away with renewals of special use permits then wouldn't need to worry about it.

That wraps up the staff review of the document, now to digest this, develop your questions/concerns. Have also been given documentation from various individuals that wanted you to have materials for your consideration.

Next meeting – December 7, 2022

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

Meeting adjourned.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING STATEMENTS OF WORK, MASTER SERVICES AGREEMENT AND ADDENDUM FOR CODE BOOK SUPPLEMENTATION SERVICES.

WHEREAS, The City of Sedalia, Missouri, has received a proposal from Municode, LLC, a wholly owned subsidiary of CivicPlus, LLC to enter into Statements of Work, Master Services Agreement and Addendum for Code Book flat rate supplementation services; and

WHEREAS, under the terms of said statements of work, master services agreement and addendum, the City of Sedalia shall pay sums and amounts stated on the statements of work to Municode, LLC, a wholly owned subsidiary of CivicPlus, LLC for said services as more fully described in the statements of work, master services agreement and addendum 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 authorizes the statements of work, master services agreement and addendum by and between the City of Sedalia, Missouri and Municode, LLC, a wholly owned subsidiary of CivicPlus, LLC in substantively the same form and content as they have been proposed.

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

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

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

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

Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of December, 2022.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers, City Clerk

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-31009-1

Date:

10/31/2022 10:55 AM

Expires On:

1/29/2023

Client:

Sedalia MO - Code and Supp

Bill To:

Sedalia MO - Code and Supp

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Lafaye Kiely	x	lkiely@civicplus.com		Net 30

QTY	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	Full-Service Supplementation Subscription	Renewable	USD 5,738.00
1.00	Year 1 Annual Fee Discount	Renewable	USD -1,147.60
1.00	Print Supplementation will begin with the ordinances received from the municipality on a quarterly basis.	Renewable	USD 0.00
1.00	Printed Copies and Freight Included - 20 copies	Renewable	USD 0.00
1.00	Code in Folio	Renewable	USD 0.00
Annual Recurring Supplement Services		5,738.00	

1. This Statement of Work ("SOW") is between the Sedalia Missouri ("Client") and Municode, LLC, a wholly owned subsidiary of CivicPlus, LLC (collectively, the "Service Provider"), and shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"). By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. At any time during the Term of this Agreement, Municode may assign its rights and obligations under this Agreement to CivicPlus, upon giving written notice to the Client. In the event of such assignment by Municode, CivicPlus shall be the sole performing party under this Agreement to the same extent as Municode prior to making such assignment.
3. This SOW shall remain in effect for an initial term ("Initial Term") starting at signing and running through the following Renewal Date (as defined below). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
4. If Client elects, by selecting the "Start at Signing" option below, the Initial Term's Annual Recurring Supplement Services will be invoiced upon the signing of this SOW and may be prorated to align with Client's Renewal Date. If Client elects, by selecting the "Start at Renewal Date" option below, the Initial Term's Annual Recurring Supplement Services

will be invoiced upon the Renewal Date and Client shall continue to be billed at their current per page rate and use terms set for the in the original supplements agreement between Client and Municode. The full Annual Recurring Supplement Services shall be invoiced each Renewal Date and shall be subject to a 3% annual increase each Renewal Term, starting on the second anniversary of the Renewal Date. Client will pay all invoices within 30 days of the date of such invoice. Additional services added throughout the Term will be pro-rated then added to the Annual Recurring Services fee.

5. If Client signs this SOW in 2022, Client will receive a 20% discount on the first twelve months of service.

6. Annual Recurring Supplement Services does NOT include:

- Additional copies, reprints, binders and tab orders;
- Documents that contain tables, graphics, unique formatting requirements, or any other form-based code requirements;
- Legal work, creation of fee schedules, gender neutral review/implementation, external linking;
- Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material;
- Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt;
- Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;
- The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and
- Online Code hosting and online features.

7. Client acknowledges that Service Provider may continually develop, alter, deliver, and provide to the Client ongoing innovation to the services, in the form of new features, functionality, and efficiencies. Accordingly, Service Provider reserves the right to modify the services from time to time. Any modifications or improvements to the services listed on the SOW will be provided to the Client at no additional charge. In the event that Service Provider creates new products or enhancements to the Services ("New Services"), and Client desires these New Services, then Client will have to pay Service Provider the appropriate fee for the access to and use of the New Services.

8. Client agrees to provide all necessary and correct documentation, materials and communication in a timely manner as agreed upon by the Parties following execution of this SOW and acknowledges Service Provider shall not begin work under this SOW until all necessary documentation, materials and communication is received.

9. Client acknowledges Service Provider does not permanently retain prior versions of the Client's legal code or any other work product.

10. Additional services, including but not limited to additional labor required because of delays, errors or omissions on the part of Client, may be purchased upon mutual written agreement between the Parties.

11. Client acknowledges that Service Provider may provide legal analysis through codification, recodification or legal review services. Unless indicated otherwise, information sent via Internet email or through our websites cannot be guaranteed to be confidential. Client further acknowledges that any legal analysis provided by Service Provider is provided to Client's legal counsel for their use and direction. However, Client agrees the services provided for herein do not review legal codes for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about Client's legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of

any particular situation or establish an attorney-client relationship. Service Provider is not a law firm and may not perform services performed by an attorney, and the services contemplated herein do not constitute a substitute for the advice or services of an attorney.

12. The Parties agree that Section 15 of the MSA shall not apply to public interpretation of legal code or work product. Service Provider shall not be responsible for the legal sufficiency or copyright infringement of any material initially or subsequently published.

13. In the event Client wishes to increase its Supplement Updates frequency, Client agrees to pay an annual increase in an amount to be agreed upon between the parties, such amount to be prorated from the time of purchase to align with Client's Renewal Date. Client shall provide CivicPlus with written notice, email is sufficient, of its intent to acquire such services. Rush Supplement requests will be assessed an additional one-time fee.

14. The Annual Recurring Supplement Services fee quoted in this SOW is exclusive of Client's existing annual fees, which may include, without limitation, Online Hosting Annual Fees, OrdBank, OrdLink, MuniDocs, SLR Linking, or other annual fee ("Existing Annual Fees"). Client understands and agrees the Existing Annual Fees will be invoiced by CivicPlus in their current renewal month previously established with Municode unless specifically added to this SOW in a line item above.

CLIENT TO FILL OUT THE FOLLOWING SECTION. PLEASE DO NOT LEAVE BLANK:

Client's selected billing renewal month (the "Renewal Date") shall be:

APRIL . (As set forth in Section 4 of this SOW)

Client must select ONE of the following options. If this section is left blank or both options are selected, the Annual Recurring Supplement Services will Start at Signing.

<input type="checkbox"/>	Start at Signing – As set forth in Section 4 of this SOW, by selecting this option, Client agrees to start the Annual Recurring Supplement Services upon signing this SOW, such fee to be prorated to align with Clients' selected Renewal Date. For the sake of clarity, upon signing Client will only be billed the "per page rate" model for items not included in the Annual Recurring Supplement rate as set forth in Section 6 of this SOW.
--------------------------	---

<input checked="" type="checkbox"/>	Start at Renewal Date - As set forth in Section 4 of this SOW, by selecting this option, Client agrees to continue paying the "per page rate" model previously billed with Municode until the first Renewal Date, as notated by Client above. Upon the first Renewal Date, Client will be invoiced the total Annual Recurring Supplement Services.
-------------------------------------	--

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

By: Kevin L. Shaw

Name: KELVIN L. SHAW

Title: CITY ADMINISTRATOR

Date: 12/20/2022

CivicPlus

By: _____

Name: _____

Title: _____

Date: _____

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-32220-1

Date:

12/7/2022 9:01 AM

Expires On:

3/7/2023

Client:

SEDALIA, MISSOURI

Bill To:

SEDALIA, MISSOURI

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Lafaye Kiely	x	lkiely@civicplus.com		Net 30

QTY	Product Name	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	Online Code Hosting Premium Upgrade	Online Code Hosting Premium Upgrade	Renewable	USD 333.24
Total Investment - Year 1			USD 333.24	
Annual Recurring Services (Subject to Uplift)			USD 835.00	

Total Days of Quote:145

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the Sedalia MO - Code and Supp Statement of Work signed by and between the Parties ("the Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.
2. Client will be invoiced for the Total Investment - Year 1 (the sum of one-time costs and a prorated portion of the Annual Recurring Services) upon signing and submission of this SOW. The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.
3. Each year this SOW is in effect, a technology investment and benefit fee, as agreed to in the Agreement, will be applied to the Annual Recurring Services subscription fee.

Signature Page to follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the Agreement terms and conditions

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

By: *Kevin L. Shaw*
Name: KELVIN L. SHAW
Title: CITY ADMINISTRATOR
Date: 12/8/22

CivicPlus

By: _____
Name: _____
Title: _____
Date: _____



Master Service Agreement and Statement of Work Addendum

THIS Master Services Agreement and Statement of Work Addendum ("Addendum") hereby sets forth the (i) additional terms and conditions applicable to the Master Services Agreement, found at: [www.civicplus.com/master-services-agreement], and/or Statement of Work ("Agreements") and/or (ii) amendments to specific provisions of the terms and conditions which exist in the Agreements (collectively, the "Special Terms"), as described below, as agreed upon by CivicPlus and Sedalia, MO. The Special Terms shall be deemed to amend, modify, supplement, replace and/or supersede (as applicable) any inconsistent provisions of the Agreements, to the extent of the inconsistency.

ALL TERMS AND CONDITIONS OF THE AGREEMENTS NOT EXPRESSLEY MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Agreements (to which this Addendum is attached and incorporated).

1. ADDITIONAL TERMS

49. This Agreement and any associated SOW require payments by the Client which are subject to the appropriation of public funds. In the event no funds or insufficient funds are appropriated for this purpose, the Client has the right to terminate this contract without penalties of any sort. The Client staff responsible for the management of this Agreement and any SOW shall use best efforts to obtain an appropriation in the full amount required under this Agreement and any SOW, including the submission of budget requests each year that are sufficient to the Client's payment obligations. Notwithstanding the foregoing, in the event of termination due to non-funding, Client is still responsible for any invoices covering the initial Project Development and Deployment fees and all such amounts owed shall become due immediately.

2. AMENDMENTS

The terms and conditions of the Agreement are hereby amended as follows:

MSA § 2	Either Party may terminate this Agreement, or any SOW as set forth in SOW, upon providing 30 days' advance written notice of termination by the other Party.
---------	--

Acceptance

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By: Kevin L. Shaw

By: _____

Name: KEVIN L. SHAW

Name: _____

Title: CITY ADMINISTRATOR

Title: _____

Date: 12/20/2022

Date: _____



CivicPlus

Master Services Agreement

This Master Services Agreement (this "Agreement") governs all Statements of Work ("SOW") entered into by and between CivicPlus, LLC ("CivicPlus") and the client entity identified on the SOW ("Client"). This Agreement governs the use and provision of any Services purchased by Client, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW ("Effective Date"). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution or codification services by CivicPlus for Client. CivicPlus and Client referred to herein individually as "Party" and jointly as "Parties".

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content management software solutions, platforms and associated services (the "Services"); and

II. WHEREAS, Client wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Client, or Services are being provided by CivicPlus to Client, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the "Term"). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Client account remaining past due for longer than 90 days is a material breach by Client and is grounds for CivicPlus termination.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Client shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed under outstanding invoices or future planned billing for the completed development and implementation of the Client's Services, as defined in the SOW ("Project Development"), shall immediately become due in full and payable. Sections 7, 8, 10, 14, 15, 18, 29 -31, 39, and 40 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Client, suspend access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Client will pay the amounts owed to CivicPlus for the Project Development, subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is

required to be filled out and submitted by Client (the "Contact Sheet"). Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Client will maintain and promptly update the Contact Sheet information if it should change. Upon Client's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Recurring Services will be discontinued, and the Client will no longer have access to the Services until the Client's account is made current. Client will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of services during Project Development, if a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Client does not show up for scheduled meetings or trainings), Client agrees to reimburse CivicPlus for such fees, not to exceed \$1,000 per CivicPlus employee. CivicPlus shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Client will own the website graphic designs, webpage or Services content, module content, importable/exportable data, and archived information ("Client Content") created by CivicPlus on behalf of Client pursuant to this Agreement. "Client Content" also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which Client provides or inputs into any website, software or module in connection with any Services. Client Content excludes any content in the public domain; and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Client will assume full responsibility for Client Content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content. Client hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Client Content as necessary to provide the Services. Client represents and warrants that Client owns all Client Content or that Client has permission from the rightful owner to use each of the elements of Client Content; and that Client has all rights necessary for CivicPlus to use the Client Content in connection with providing the Services.

9. At any time during the term of the applicable SOW, Client will have the ability to download the Client Content and export the Client data through the Services. Client may request CivicPlus to perform the export of Client data and provide the Client data to Client in a commonly used format at any time, for a fee to be quoted at time of request and approved by Client. Upon termination of the applicable SOW for any reason, whether or not Client has retrieved or requested the Client data, CivicPlus reserves the right to permanently and definitively delete the Client Content and Client data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Client will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Client Content. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus

Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Client, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; or (v) access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Client and its Users are granted a limited license to access Documentation as needed. Client shall not copy, download, distribute, or make derivatives of the Documentation.

13. Client acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Client ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Client at no additional charge. In the event that CivicPlus creates new products or enhancements to the Services ("New Services"), and Client desires these New Services, then Client will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. If Client disputes any change, then CivicPlus shall use its reasonable best efforts to resolve the dispute.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Client to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Client hereunder constitute, collectively, the "Feedback"). Client hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. Unless prohibited by the law of Client's state, the Parties shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all third party lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses, including attorney's fees, of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its affiliates, partners, employees, and agents, directly associated with this Agreement and the installation and ongoing operations of Services contemplated by the SOW. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the indemnified Party.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Client.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf. During Project Development, Client will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-user's personal data on any Service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users'

personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.

19. Client is responsible for all activity that occurs under Client's accounts by or on behalf of Client. Client agrees to (a) be solely responsible for all designated and authorized individuals chosen by Client ("User") activity, which must be in accordance with this Agreement and the CivicPlus [Terms of Use](#); (b) be solely responsible for Client data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Client will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Client has selected to integrate any of its Services with.

22. If implementation services, such as consulting or training, are purchased by Client and are not used solely due to the inaction or unresponsiveness of Client during the implementation period, then these services shall expire within 30 days after implementation closeout. The Client may choose to re-schedule any unused implementation services during this 30 day period as mutually agreed upon by the Parties. Any implementation services that have not been used or rescheduled shall be marked complete and closed upon the expiration of the 30 day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Client data. Except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by Client; or (d) in compliance with our [Privacy Policy](#), CivicPlus will not modify Client data or disclose Client data, unless specifically directed by Client or compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete known malicious accounts without Client authorization.

24. Client acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Client data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Client's data.

25. CivicPlus may offer Client the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Client. In connection with any such third-party application agreed to by Client, Client acknowledges and agrees that CivicPlus may allow the third-party providers access to Client data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Client to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Client's use of such third-party application.

26. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply with all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week. Client will have 24/7 access to the online

CivicPlus Help Center ([civicplus.help](https://www.civicplus.help/hc/en-us/requests/new)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Client delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Client will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help/hc/en-us/requests/new)) to obtain each product's support hours, review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>). After-hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Client at the time of the request and will be subject to Client acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Client will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Client hereby authorizes CivicPlus to use Client's name and logo on CivicPlus's website and in sales and marketing presentations. Such authorization may be withdrawn by Client at any time for any reason or no reason at all upon written notice to CivicPlus. Client may publicly refer to itself as a customer of the CivicPlus Services, including on Client's website and in sales presentations. Notwithstanding the foregoing, Each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purpose set forth in this §28. In no event will either party issue a press release publicly announcing this relationship without the approval of the other party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Recurring Services amounts paid by Client in the year prior to such claim of liability.

33. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance

of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Client that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third party service, web hosting service, or server not authorized by CivicPlus.

37. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CLIENT AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Client will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Client agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

46. The Parties will use reasonable efforts to resolve any dispute between them in good faith prior to initiating legal action.

47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of the Parties' electronic signature or any resulting agreement between CivicPlus and Client.

48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Client with written notice describing such change via email or through its website. Client's continued use of the Services following such updates constitutes Client's acceptance of the same. In the event Client rejects the update to the terms herein, Client must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

To: City Administrator, Kelvin Shaw
From: Jason S. Myers, City Clerk
Date: December 19, 2022
Re: Code of Ordinances – Flat Rate Supplementation Billing Model

The City Clerk's Office received correspondence from Municode regarding pricing for an annual flat rate model for supplementation services for the City of Sedalia's Code of Ordinances. Currently, the City pays the following fees to Municode:

- Online Hosting - \$550.00
- Admin Support Fee - \$350.00
- Various amounts for 2 supplements per year (Semi-Annual Print Schedule)

For the current fiscal year and last 5 fiscal years, the City has paid the following for supplements, online hosting and support fee:

	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Grand Total
(2) Supplements	\$4,796.76	\$4,208.08	\$5,520.88	\$6,743.56	\$5,490.34	\$7,249.38	\$34,009.00
Online Hosting	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$3,300.00
Admin Fee	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$2,100.00
TOTAL	\$5,696.76	\$5,108.08	\$6,420.88	\$7,643.56	\$6,390.34	\$8,149.38	\$39,409.00

Proposed Flat Rate Model Pricing/Additional Features

With the proposed flat rate model, the City would only pay a **flat rate annual fee of \$5,738.00 for supplementation**. Municode can increase current supplementation from semi-annual print to quarterly print at no additional cost, which means that the online code will be updated more frequently. If the City chooses to go with the new billing model, the first year will have a 20% discount; Year 2 would be the quoted price; and Year 3 would start a percentage increase. The proposal states a 5% annual increase starting Year 3, however, Municode has reduced it to 3%.

Additional online features are available at an additional cost or there is an option of a **MyMunicode bundle of services at a cost of \$1,385.00 annually** that includes all of the features as well as online hosting.

CodeBank = \$150 – Archive of code versions.

CodeBank Compare = \$250 – Shows changes to the code made by the last supplement.

eNotify – comes with CodeBank Compare and allows anyone to receive notification on code changes.

OrdBank = \$385 – Amendatory ordinances posted online under **Adopted Ordinances Not Yet Codified**; edited into code at the next scheduled update; organized by year and hyperlinked to sections and tables.

OrdLink = \$150 – Indicates how many sections are amended by the OrdBank.

Custom Banner = \$250 – customizes look and feel of the Code to more closely match your website.

MuniPRO - \$295 – allows user to search all codes at once or by narrow search.

MuniDocs – stand-alone feature - \$350 annually – up to 25 GB of storage; self-loading archival tool.

It is my recommendation to adopt the flat rate pricing with a quarterly print schedule plus the MyMunicode bundle of services with full cost billing starting April 2023. The annual amount will be pro-rated for 4 months and the City will only be billed the "per page rate" for items not included in the annual rate.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF SECTION 4-3(A) OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI AND IMPOSING OTHER CONDITIONS RELATING TO THE SEDALIA LIONS CLUB PUB CRAWL ON SATURDAY, MARCH 18, 2023 DURING THE HOURS OF 12:00 P.M. TO 7:00 P.M. IN DOWNTOWN SEDALIA.

WHEREAS, the Sedalia Lion's Club Pub Crawl would commence in downtown Sedalia on March 18, 2023 at 12:00 p.m. and end at 7:00 p.m.; and

WHEREAS, each participant in the Pub Crawl will have presented their identification to verify that they are 21 years of age or older and then will have been issued a Pub Crawl wristband and a Pub Crawl cup unique to this event which will allow them to purchase certain alcoholic beverages from the participating Pub Crawl bars, restaurants and vendors; and

WHEREAS, the City will have erected barricades blocking certain downtown streets from vehicular traffic during the time of the parade and bed races and the barricades will remain in place during the time of the Pub Crawl; said Pub Crawl barricades will be generally placed as shown on the attached map; and

WHEREAS, for the Pub Crawl event, the City Council will authorize the waiver of its open container laws to all Pub Crawl participants while wearing said wristband and consuming an alcoholic beverage sold from one of the participating Pub Crawl bars, restaurants or vendors and placed in the unique Pub Crawl cup, during the hours of the Pub Crawl event within the barricade areas. All other applicable liquor laws shall be complied with and will be enforced.

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

Section 1. For the 2023 Sedalia Lions Club Pub Crawl event to be held on March 18, 2023, the City Council will authorize the waiver of its open container laws to all Pub Crawl participants while wearing said wristband and consuming an alcoholic beverage sold from one of the participating Pub Crawl bars, restaurants or vendors and placed in the unique Pub Crawl cup, during the hours of the Pub Crawl event and while located on one of the barricaded streets and sidewalks as stated previously. All other applicable liquor laws shall be complied with and will be enforced.

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 in the City Clerk's Office prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 19th day of December, 2022.

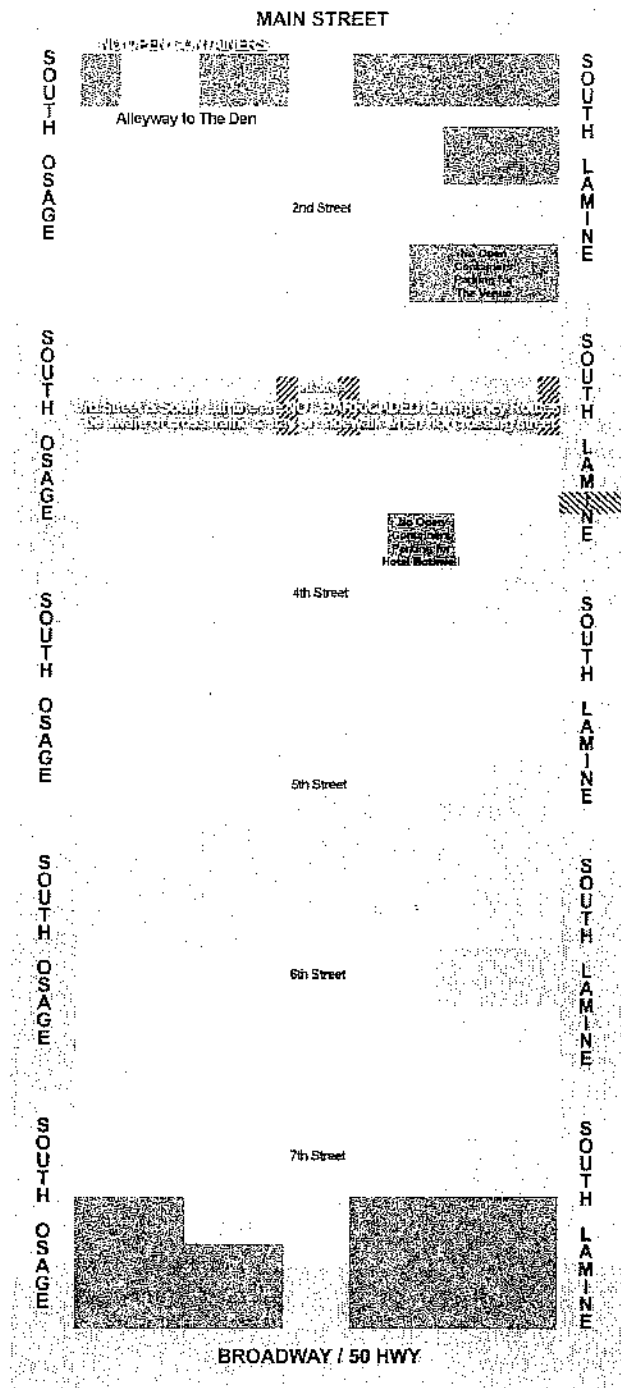
Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of December, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk



Pub Crawl Open Container Area

Pub Crawl Open Container Area (Barricaded Route)

NO OPEN CONTAINERS - Routes are NOT Barricaded
Be careful when crossing streets and stay on sidewalk!!



NO open containers in this area

The Sodalia Lions Club is not responsible for accidents. All crawl participants must obey the barricades & event regulations. Participants may only have open containers if it is inside the OFFICIAL Pub Crawl Cup & are inside the Pub Crawl Open Container Area Boundaries from 12PM-7PM. Registered participants must be 21 or older.

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A QUOTE FOR A ONE-YEAR CONTRACT RENEWAL OF
DESKTOP AND SERVER ANTI-VIRUS SOFTWARE.**

WHEREAS, the City of Sedalia, Missouri has received a quote from Blue Tree Technology, LLC, for a 1-year contract renewal for City of Sedalia servers and desktop computer anti-virus software; and

WHEREAS, under the quote, the City of Sedalia shall pay the sum and amount of Eight Thousand Seven Hundred Eighty-four Dollars and Fifteen Cents (\$8,784.15) to Blue Tree Technology, LLC, for said software as more fully described in the proposed quote 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 quote by and between the City of Sedalia, Missouri and Blue Tree Technology, LLC in substantively the same form and content as the quote has been proposed.

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

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

Section 4. This ordinance shall 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 19th day of December, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of December, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

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

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

From: Monte Richardson MWR

Date: 12/13/22

Re: Anti-Virus Renewal

Sir:

It is time to renew our Endpoint Detection and Response (anti-virus) subscription with Sophos. EDR is part of the "defense in depth" principle of network security. Since viruses, malware and ransomware manifest themselves in different parts of the network structure in different ways, defense in depth is the defecto principle for network defense.

Sophos is a recognized leader in the network security community. We have used their anti-virus/EDR products for approximately 10 years with good results. With the integration of the EDR product with other cloud based management features, we are able to leverage a cohesive and integrated approach to endpoint security management and remediation.

I have used BlueTreeTechnology for tech support consultations and professional services since our relationship began. They have responded well and addressed our needs in a professional manner. More importantly, they didn't stop working because it was the end of the day. For example, I recently engaged BlueTreeTech concerning a desktop computer incident. BlueTreeTech personally dealt with my issue for several hours, engaged additional assistance and actively monitored the issue for a couple weeks, eventually referred me to other more appropriate resources after the scope of the issue was identified.

For pricing I checked four source that I have dealt with before. Two were unable to provide a quote for "server" protection. Further, their quotes for endpoint protection was approximately \$10 per computer more expensive, pushing desktop computer protection alone to over \$8,600. I obtained quotes from two vendors able to quote desktop and server protection with the following results:

CDWG	\$8,261.25
BlueTreeTech.	\$8,784.15

I have attached both quotes from BlueTreeTechnologies and CDW-G for a one year subscription for Central Intercept-X Advanced, for end points and servers. While BlueTreeTech's quote is \$522.90 more, the service, advice, and guidance as demonstrated above at no cost more than makes up for the price difference. While CDW-G is very strong in the area of point purchases, they are not suitable for purchases and services that require an extended relationship.

Our subscription expires 12/24/22 and will need to be renewed before then.

Respectfully submitted.



Renewal Proposal

Client: **City of Sedalia**

Delivered
on: **November 30, 2022**



Quote

Welcome

Dear Monte

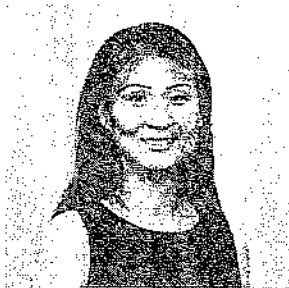
I wanted to thank you for the opportunity to submit a proposal.

Our goal is to do everything we can to make this an effortless process. I understand your time is valuable and I appreciate you allowing us to serve you!

Regards,

A handwritten signature in black ink, appearing to read "Isadora", written over a horizontal line.

Isadora Horning and the team at Blue Tree Technology





ABOUT BLUE TREE TECHNOLOGY

Who are we?

We're a vibrant, minority women-owned IT firm located in Riverside, Missouri. We love giving world-class friendly IT Support.

Our IT support staff has over one hundred years of combined experience in installing, configuring, and maintaining IT Infrastructure for Small and Medium Businesses. We are able, to understand our clients' needs and plan and implement solutions that work for your business, both in the short term and long term.

As we are also a small business, we can offer you a much more personalized service when you are dealing with us.

Core Values

One of the best indicators that we will be a great solution for your IT needs is to review our Core Values. If our Core Values matchup with your Core Values, then you can expect that we will be a great fit for your business.

What we have found is if our core values are aligned with our clients then the partnership becomes a win/win for both of us.

- Service Excellence:
 - Respectful
 - Patient Listening
 - Compassionately Helpful
- Teachable:
 - Curious
 - Critical Thinking
 - Shares Knowledge
- Calm Under Stress:
 - De-escalating
 - Confident
 - Good Humor
- Grace:
 - Speaks truth with love



Quote

Blue Tree Technology
1827 NW Vivion Road
Riverside, MO 64150
United States

T: 816-994-8282

Quote # 5862 v2
Date November 30, 2022
Expires December 23, 2022
Contact Glen Sharp

Prepared for City of Sedalia
Monte Richardson
200 South Osage Avenue
Sedalia, MO 65301
United States

T: 660-827-3000
E: mrichardson@sedalia.com

ACCEPT QUOTE

City of Sedalia - Intercept X Renewal 12-month 2022

One-Time Fees

Item	Qty	Price	Total
CIXI1GTAA Central Intercept X Advanced - 200-499 USERS - 12 MOS - RENEWAL - GOV	205	\$31.23	\$6,402.15 ¹
CSAF1GTAA Central Intercept X Advanced for Server - 25-49 SERVERS - 12 MOS - RENEWAL - GOV	30	\$79.40	\$2,382.00 ¹
Total One-Time			\$8,784.15 USD

¹ Non-taxable item

Please contact us if you have any questions.

ACCEPT QUOTE

Cost Breakdown

Category	One-Time Fees
Product	\$6,402.15
Sophos	\$2,382.00
Total	\$8,784.15 USD

Comments

Intercept X

Product Comments

Start Date: 12/25/2022

End Date: 12/24/2023

(Replacing existing License L6007629387 for 180 CIXA 12/25/2021 12/24/2022)



Quote

Intercept X for Server

Product Comments

Start Date: 3/16/2023

End Date: 3/15/2024

(Replacing existing License L0006016924 for 50 SVRCIXA 3/16/2023 3/15/2023)



PEOPLE
WHO
GET IT

Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

Review and Complete Purchase

MONTE RICHARDSON,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. If you are an eProcurement or single sign on customer, please log into your system to access the CDW site. You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NCRQ268	11/30/2022	SOPHOS	2886389	\$8,261.25

QUOTE DETAILS				
ITEM	QTY.	CDW#	UNIT PRICE	EXT. PRICE
<u>Sophos Central Intercept X Advanced - subscription license renewal (1 year)</u> Mfg. Part#: CIXI1GTAA UNSPSC: 43233205 Start Date: 12/25/2022 End Date: 12/24/2023 (Replacing existing License L0007629367 for 180 CIXA 12/25/2021 12/24/2022) Electronic distribution - NO MEDIA Contract: Missouri NVP Software (CT170315002)	205	5328442	\$29.37	\$6,020.85
<u>Sophos Central Intercept X Advanced for Server - subscription license renew</u> Mfg. Part#: CSAF1GTAA UNSPSC: 43233205 Start Date: 3/16/2023 End Date: 3/15/2024 (Replacing existing License L0006016924 for 50 SVRCIXA 3/16/2022 3/15/2023) Electronic distribution - NO MEDIA Contract: Missouri NVP Software (CT170315002)	30	3893141	\$74.68	\$2,240.40

SUBTOTAL \$8,261.25

SHIPPING \$0.00

SALES TAX \$0.00

GRAND TOTAL \$8,261.25

PURCHASER BILLING INFO

Billing Address:
CITY OF SEDALIA
ACCTS PAYABLE
200 S OSAGE AVE
SEDALIA, MO 65301-4334
Phone: (660) 827-3000
Payment Terms: NET 30-VERBAL

DELIVER TO

Shipping Address:
CITY OF SEDALIA
MONTE RICHARDSON
200 S OSAGE AVE
SEDALIA, MO 65301-4334
Phone: (660) 827-3000
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Jack O'Connell | (877) 693-4690 | jack.oconnell@cdw.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$8,261.25	\$232.06/Month	\$8,261.25	\$265.10/Month

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

Why finance?

- **Lower Upfront Costs.** Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- **Flexible Payment Terms.** 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- **Predictable, Low Monthly Payments.** Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- **Technology Refresh.** Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- **Bundle Costs.** You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

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

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/government/terms-and-conditions-project-sales.aspx>

For more information, contact a CDW account manager

© 2022 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



**PEOPLE
WHO
GET IT**

Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

Review and Complete Purchase

MONTE RICHARDSON,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. If you are an eProcurement or single sign on customer, please log into your system to access the CDW site. You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

ACCOUNT MANAGER NOTES:

If this looks good, we need to first request to be approved for an O365 GCC tenant through Microsoft then set up an MPSA account

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NCNF757	11/22/2022	MPSA	2886389	\$9,483.60

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Microsoft Exchange Online Plan 1G - subscription license - 1 user</u> Mfg. Part#: AAA-11624-CCD-12MO UNSPSC: 43233501 Electronic distribution - NO MEDIA Contract: Missouri NVP Software (CT170315002)	210	3678998	\$40.79	\$8,565.90
<u>GOV MS MPSA EXCH OL AEOG P U</u> Mfg. Part#: AAA-11618-CCD-12mo Electronic distribution - NO MEDIA Contract: Missouri NVP Software (CT170315002)	30	5930721	\$30.59	\$917.70

SUBTOTAL \$9,483.60

SHIPPING 50.00

SALES TAX 50.00

GRAND TOTAL \$9,483.60

PURCHASER BILLING INFO

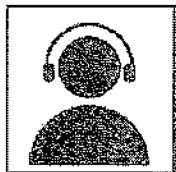
Billing Address:
CITY OF SEDALIA
ACCTS PAYABLE
200 S OSAGE AVE
SEDALIA, MO 65301-4334
Phone: (660) 827-3000
Payment Terms: NET 30-VERBAL

DELIVER TO

Shipping Address:
CITY OF SEDALIA
MONTE RICHARDSON
200 S OSAGE AVE
SEDALIA, MO 65301-4334
Phone: (660) 827-3000
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Jack O'Connell | (877) 693-4690 | jack.oconnell@cdw.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$9,483.60	\$266.39/Month	\$9,483.60	\$304.33/Month

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

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

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

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/contact/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

© 2022 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



PEOPLE
WHO
GET IT

Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

Review and Complete Purchase

MONTE RICHARDSON,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NCRQ288	11/30/2022	SOPHOS	2886389	\$8,261.25

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Sophos Central Intercept X Advanced - subscription license (annual 1 year) Mfg. Part#: CIX11GTAA UNSPSC: 43233205 Start Date: 12/25/2022 End Date: 12/24/2023 (Replacing existing License L0007629387 for 180 CIXA 12/25/2021 12/24/2022) Electronic distribution - NO MEDIA Contract: Missouri NVP Software (CT170315002)	205	5328442	\$29.37	\$6,020.85
Sophos Central Intercept X Advanced for Server - subscription license (annual 1 year) Mfg. Part#: CSAF1GTAA UNSPSC: 43233205 Start Date: 3/16/2023 End Date: 3/15/2024 (Replacing existing License L0006016924 for 50 SVRCIXA 3/16/2022 3/15/2023) Electronic distribution - NO MEDIA Contract: Missouri NVP Software (CT170315002)	30	2893141	\$74.68	\$2,240.40

SUBTOTAL \$8,261.25

SHIPPING \$0.00

SALES TAX \$0.00

GRAND TOTAL \$8,261.25

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF SEDALIA ACCTS PAYABLE 200 S OSAGE AVE SEDALIA, MO 65301-4334 Phone: (660) 827-3000 Payment Terms: NET 30-VERBAL	Shipping Address: CITY OF SEDALIA MONTE RICHARDSON 200 S OSAGE AVE SEDALIA, MO 65301-4334 Phone: (660) 827-3000 Shipping Method: ELECTRONIC DISTRIBUTION
Please remit payments to:	

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Jack O'Connell | (877) 693-4690 | jack.oconnell@cdw.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$8,261.25	\$232.06/Month	\$8,261.25	\$265.10/Month

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

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

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

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2022 CDW•G•LLC; 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.800.4239

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NUMBER 11549 AND AMENDING SECTION 2-434 RELATING TO THE CITY HOSPITAL BOARD OF TRUSTEES.

WHEREAS, Sections 96.150 through 96.229, RSMo., provide authority for Missouri cities of the third classification to provide funding for and to establish, equip, operate, and maintain a health care facility in the city; and

WHEREAS, the City of Sedalia, Missouri ("City") is a city of the third classification; and

WHEREAS, the City's Hospital Board of Trustees ("Board") has been established by virtue of Chapter 2, Article VI, Division 7 (Sections 2-433 to 2-445) of the Code of Ordinances of the City of Sedalia, Missouri; and

WHEREAS, the Mayor and Council deem it necessary to modify the composition of the Board as authorized by Section 96.160, RSMo.

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

Section 1. Section 2-434 of the Code of Ordinances of the City of Sedalia, Missouri shall be amended to read as follows:

- (a) The hospital board of trustees shall consist of nine persons appointed by the mayor with approval of the council. All trustees shall be citizens of the state of Missouri. Each trustee shall be chosen with reference to fitness for the position; provided, however, that no member of the city council and no member of the immediate family of a member of the city council shall be a member of the board. A preference shall be given to citizens of the City of Sedalia for membership on the hospital board of trustees.
- (b) Two trustees shall, by virtue of their office, be the mayor and city administrator of the City of Sedalia. The mayor and city administrator shall be eligible to serve as officers and on committees of the board. The city administrator shall serve as the vice chairperson of the hospital board of trustees.

Section 2. Ordinance Number 11549, extending a sunset provision for City Code Section 2-434 (b) is hereby repealed.

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

Section 4. 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 19th day of December, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of December, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF AMENDMENTS TO THE STATE BLOCK GRANT AGREEMENTS WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR AIRPORT DEVELOPMENT.

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

SECTION 1: That Amendment Number 1 to the Grant Agreement by and between the City Sedalia, Missouri and the Missouri Highways and Transportation Commission for funding a runway development plan and airport layout plan (project 18-020A-1), appended hereto and made a part hereof, is hereby approved and the Mayor is authorized to execute the Grant Agreement on behalf of the City.

SECTION 2: That Amendment Number 2 to the Grant Agreement by and between the City Sedalia, Missouri and the Missouri Highways and Transportation Commission for funding the design of the airport box hanger (project 20-020A-2), appended hereto and made a part hereof, is hereby approved and the Mayor is authorized to execute the Grant Agreement on behalf of the City.

SECTION 3: This ordinance shall be in full force and effect from and after the date of its passage and approval.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection in the City Clerk's Office prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 19th day of December, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of December, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

INTEROFFICE MEMORANDUM

TO: KELVIN SHAW, JASON MYERS

FROM: DERRICK DODSON

SUBJECT: ORDINANCE FOR GRANT APPLICATION.

DATE: 12/14/2022

CC: CC NAME

We have an amendment to the grant agreement between the City of Sedalia and Missouri Highways and Transportation Commission for funding a runway development plan and airport layout plane (project 18-020A-1). This amendment extends the time to allow us to finish this project that was started in 2018.

We have an amendment to the grant agreement between the City of Sedalia and Missouri Highways and Transportation Commission for funding of the design and construction of the airport box hangar (project 20-020A-2). This amendment is for the additional funding we are using from our 2022 NPE funds to cover the extra cost of the project.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING CHANGE ORDER NUMBER ONE FOR THOMPSON BOULEVARD MILL AND OVERLAY PROJECT.

WHEREAS, The City of Sedalia, Missouri received Change Order Number 1 from Higgins Asphalt Paving Company, Inc., for the Thompson Boulevard Mill and Overlay Project for removing 652 square yards of full depth asphalt patching; and

WHEREAS, under the Change Order, the City of Sedalia, Missouri, shall receive a reduction in the amount of Seventy-six Thousand Nine Hundred Thirty-six Dollars (\$76,936.00) from Higgins Asphalt Paving Company, Inc., as more fully described in Change Order Number 1 attached to this ordinance and incorporated by reference as though the proposed change order 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 Change Order Number 1 by and between the City of Sedalia, Missouri, and Higgins Asphalt Paving Company, Inc., in substantively the same form and content as it has been proposed.

Section 2. The Mayor or City Administrator are authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on the 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 Change Order 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 19th day of December, 2022.


Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of December, 2022.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers
City Clerk

To: Kelvin Shaw
Through: Brenda Ardrey 
From: Jeremy Stone
Date: November 28, 2022
Subject: Change Order #1-2023-008 Thompson Boulevard Mill and Overlay

The Public Works Department is requesting approval of the attached Change Order #1 for the above mentioned project. The Contractor has completed the project and Change Order #1 details the field quantity adjustments to construction for the removal of 652 square yards of full depth asphalt patching. The attached change order also outlines the request for a time extension of eight (8) days due to weather which Public Works has reviewed and believes is acceptable due to five (5) days of rain and three (3) days of freezing temperatures. All eight (8) days of weather occurred during the lane marking portion of the project and would not have been conducive to the application quality of the new lane markings.

Currently, the total project is \$471,757.05. Change Order #1 will decrease the overall cost of the project by \$76,936.00 which will bring the total project cost to \$394,821.05.

Thank you.

CHANGE ORDER

SHEET NO. (1) OF 1

SEQUENCE NO.: _____ Change Order #1 _____

TO Higgins Asphalt Paving Co., Inc. CONTRACTOR

PROJECT NO.: 2023-008

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


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

After milling the asphalt surface and doing an inspection, it was determined that it would be unnecessary to perform any Full Depth Asphalt Patching as the deterioration of the pavement was on the top surface level.

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

[illegible]

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

1. CONTRACT AMOUNT		\$471,757.05	4. COMMENTS: The project was to be completed within 30 cal days of the start of the project, which would be October 26 th . We did not complete the striping until Nov 3 rd as there were some days of cold/wet weather that prohibited striping. We are asking that the extra days needed to complete the project not be subject to damages and ask for a 8 day extension of the project.
2. OVERRUN THIS ORDER (H-I)	-76,936.00		
3. OVERRUN PREVIOUS (LINES 4 ON PREV. ORDERS)	0		
4. TOTAL OVERRUN TO DATE (2 + 3)		-76,936.00	
5. TOTAL (1 + 4)		\$394,821.05	
			THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO.
			OWNER'S SIGNATURE
			DATE
			 CONTRACTOR'S SIGNATURE
			DATE
			11-17-22



November 23, 2022

City of Sedalia
200 South Osage Ave
Sedalia, MO 65301

Attn: Jeremy Stone

RE: Thompson Blvd – Weather Days

The following days during the project were either rain days or days it was too cold to apply pavement markings. We are asking that these weather days not count against the project completion days.

October 12th, 0.75 inches of rain

October 17th, High of 49 degrees, morning low of 32

October 18th, High of 49 degrees, morning low of 26

October 19th, High of 52 degrees, morning low of 25

October 25th, 1 inch of rain

October 26th, 1 inch of rain

October 27th, Morning low of 42, Pavement still damp from night before, could not stripe.

October 31st, 0.30 inch of rain.

Please contact us if you require anything further.

Thanks,

Micah J Higgins
Vice President

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 Jeffrey D. Holloway; and

WHEREAS, under the agreement, the City of Sedalia, Missouri agrees to allow Jeffrey D. Holloway to connect property at 1760 Sycamore Drive 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 Jeffrey D. Holloway 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 19th day of December, 2022.


Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of December, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

To: Kelvin Shaw
From: Brenda Ardrey 
Date: December 6, 2022
Subject: Annexation Agreement for Water Service

Please find attached an annexation agreement between the City of Sedalia and Jeffrey Holloway for the property now addressed as 1760 Sycamore Drive. Mr. Holloway is requesting connection to the City's water distribution system and has 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 line should Mr. Holloway not complete the annexation process. Mr. Holloway 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 5 day of December, 2022, between the City of Sedalia, Missouri, (hereinafter "City") and Jeffrey D. Holloway (hereinafter "Owner").

RECITALS:

1. Whereas, Owner represents 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 his expense. Prior to approving the physical connection, Owner shall obtain all necessary easements, if needed, from any other landowners and provide recorded copies to the City, obtain 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 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. 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 he 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: JEFFREY D. HOLLOWAY

By: 
Jeffrey D. Holloway, Owner

On the _____ day of December, 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.

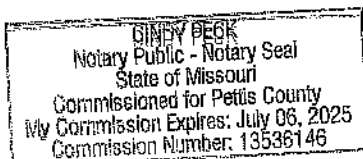
By: _____
Andrew Dawson, Mayor

ACKNOWLEDGMENT BY OWNER, CORPORATION OR ASSOCIATION

STATE OF MISSOURI)
) ss
COUNTY OF PETTIS)

On the day 5th of December, 2022, before me appeared Jeffrey D. Holloway (authorized representative) of Jeffrey D. Holloway, to me personally known, who, being by me duly sworn, did say that he is the Owner of 1760 Sutamole, and that said instrument was signed by him and acknowledged the said instrument to be a free act and deed of Jeffrey D. Holloway.

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.



Cindy Beck
Notary Public

Exhibit A

See Attached Warranty Deed (File Number 8128869) recorded as Document 2022-3916 by the Pettis County Recorder of Deeds.



DocId:3128369

Tx:4110074

2022-3916

RECORDED ON

07/21/2022 12:54 PM

PAGES: 2

BARBARA CLEVINGER

RECORDER OF DEEDS

PETTIS COUNTY, MO

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that Donald L. Wolfe, a single person, of Benton County, Missouri (hereinafter referred as "Grantor") has on this 31st day of May, 2013, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to him in hand paid by Jeffrey D. Holloway, a single person of Pettis County, Missouri (hereinafter referred as "Grantee"),

Grantee's Address: 1760 Sycamore Drive, Sedalia, Missouri 65301

GRANTOR GRANTED, BARGAINED AND SOLD and by these presents does GRANT, BARGAIN AND SELL unto the said GRANTEE the following described tracts or parcels of land situated in the County of Pettis and the State of Missouri:

LOT NUMBER FOURTEEN (14) OF WALNUT HILLS COUNTRY CLUB ESTATES,
PETTIS COUNTY, MISSOURI

TO HAVE AND TO HOLD the premises hereby conveyed with all rights, privileges and appurtenances thereto belonging, or in any wise appertaining unto the said Grantee, Grantee's heirs, successor and assigns forever. Grantor hereby covenants to and with Grantee, Grantee's heirs, successors and assigns, for Grantor, Grantor's heirs, executors and administrators to warrant and defend the title to the premises hereby conveyed against the claim of every person whatsoever.

IN WITNESS WHEREOF, Grantor has hereunto subscribed Grantor's name and affixed Grantor's seal below.

GRANTOR:

Donald L. Wolfe
Donald L. Wolfe

Exhibit B
Location of Property
1760 Sycamore Drive

BeaconTM Pettis County, MO

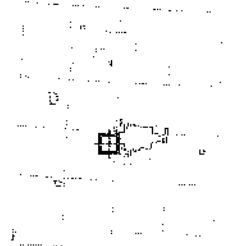
EXHIBIT B

Jeffrey D. Holloway

1760 Sycamore Dr., Sedalia, MO 65301



Overview



Legend

-  Political Township
-  Corporate Limits
-  Parcels
-  Roads

Parcel ID	141012000094000	Alternate ID	n/a	Owner Address	HOLLOWAY, JEFFREY D
Sec/Twp/Rng	12/45/22	Class	Residential		1760 SYCAMORE DR
Property Address	1760 SYCAMORE DR	Acreage	0.721		SEDALIA, MO 65301-8928
District	R004				
Brief Tax Description	LOT 14 WALNUT HILLS COUNTRY CLUB ESTATE				
	(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: 12/2/2022

Last Data Uploaded: 12/2/2022 5:11:27 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 SYSTEM.

WHEREAS, The City of Sedalia, Missouri, has received an annexation and utility services agreement from Kroeger Properties II, LLC; and

WHEREAS, under the agreement, the City of Sedalia, Missouri agrees to allow Kroeger Properties II, LLC to connect property at 6021 Lowe Drive 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 Kroeger Properties II, LLC in substantively the same form and content as the agreement has been proposed.

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

Section 3. The City Clerk is hereby directed to file in 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 19th day of December, 2022.


Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of December, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

To: Kelvin Shaw
From: Brenda Ardrey 
Date: December 13, 2022
Subject: Annexation Agreement for Water Service

Please find attached an annexation agreement between the City of Sedalia and Kroeger Properties II LLC for Lot number Two (2) for Walnut Park 3 to be addressed as 6021 Lowe Dr. Kroeger Properties II LLC is requesting connection to the City's water distribution system and has 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 line should Kroeger Properties II LLC not complete the annexation process. Kroeger Properties II LLC 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 8th day of December, 2022, between the City of Sedalia, Missouri, (hereinafter "City") and Kroeger Properties II LLC (hereinafter "Owner").

RECITALS:

1. Whereas, Owner represents 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 his expense. Prior to approving the physical connection, Owner shall obtain all necessary easements, if needed, from any other landowners and provide recorded copies to the City, obtain 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 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. 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 he 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.

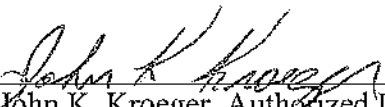
CITY OF SEDALIA, MISSOURI

By: _____
Andrew Dawson, Mayor

ATTEST:

Jason Meyers, City Clerk

OWNER: KROEGER PROPERTIES II LLC

By:  _____
John K. Kroeger, Authorized Representative

On the _____ day of December, 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.

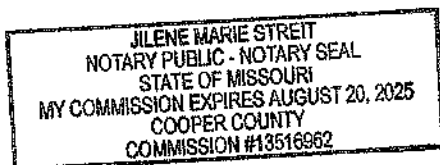
By: _____
Andrew Dawson, Mayor

ACKNOWLEDGMENT BY OWNER, CORPORATION OR ASSOCIATION

STATE OF MISSOURI)
) ss
COUNTY OF PETTIS)

On the day 13th of December, 2022, before me appeared John K. Kroeger (authorized representative) of Kroeger Properties II LLC, to me personally known, who, being by me duly sworn, did say that he is the Owner of Kroeger Properties II LLC and that said instrument was signed by him and acknowledged the said instrument to be a free act and deed of _____.

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 (File Number 8128869) recorded as Document 2022-3916 by the Pettis County Recorder of Deeds.

Legal Description

6021 Lowe Dr.

Sedalia, MO 65301

The Land is described as follows:

ALL OF UNIT "A", BUILDING NUMBER TWO (2), LOT NUMBER TWO (2) IN WALNUT PARK 3, BEING A RESURVEY OF TRACT "A" OF SOUTH WALNUT HILLS, PETTIS COUNTY, MISSOURI, AND THAT PORTION OF SAID LOT NUMBER ONE (1) WHICH LIES BENEATH THE FIRST FLOOR THEREOF, ALL AS SHOW BY LOT SPLIT OF LOT NUMBER ONE (1) WALNUT PARK 3.

2021-2484

RECORDED ON
04/22/2021 12:50 PM
PAGES: 2

BARBARA CLEVINGER
RECORDER OF DEEDS
PETTIS COUNTY, MO

MISSOURI WARRANTY DEED

This Deed, Made and entered into this 22nd day of April, 2021, by and between

MONSEES REALTY COMPANY, as "GRANTOR",

and

JOHN K. KROEGER CONSTRUCTION, LLC, as "GRANTEE",

Grantee's mailing address: 24545 Deer Run Dr. Smithton, Mo
65350

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:

**ALL OF LOT NUMBER TWO (2) OF WALNUT PARK 3, BEING A RESURVEY OF PART OF TRAC
"A" OF SOUTH WALNUT HILLS, PETTIS COUNTY, MISSOURI.**

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

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

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

By: A.B. Monsees, manager
A.B. MONSEES, MANAGER

STATE OF MISSOURI

}

}

ss:

COUNTY OF PETTIS

}

On this 22nd day of April, 2021, before me, the undersigned, a Notary Public in and for said County and State, personally appeared A.B. MONSEES, to me personally known, who being by me duly sworn, did say that he is the Manager of MONSEES REALTY COMPANY, LLC, and that said instrument was signed on behalf of said Limited Liability Company, and said Manager acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the County and State aforesaid, the day and year last above written.

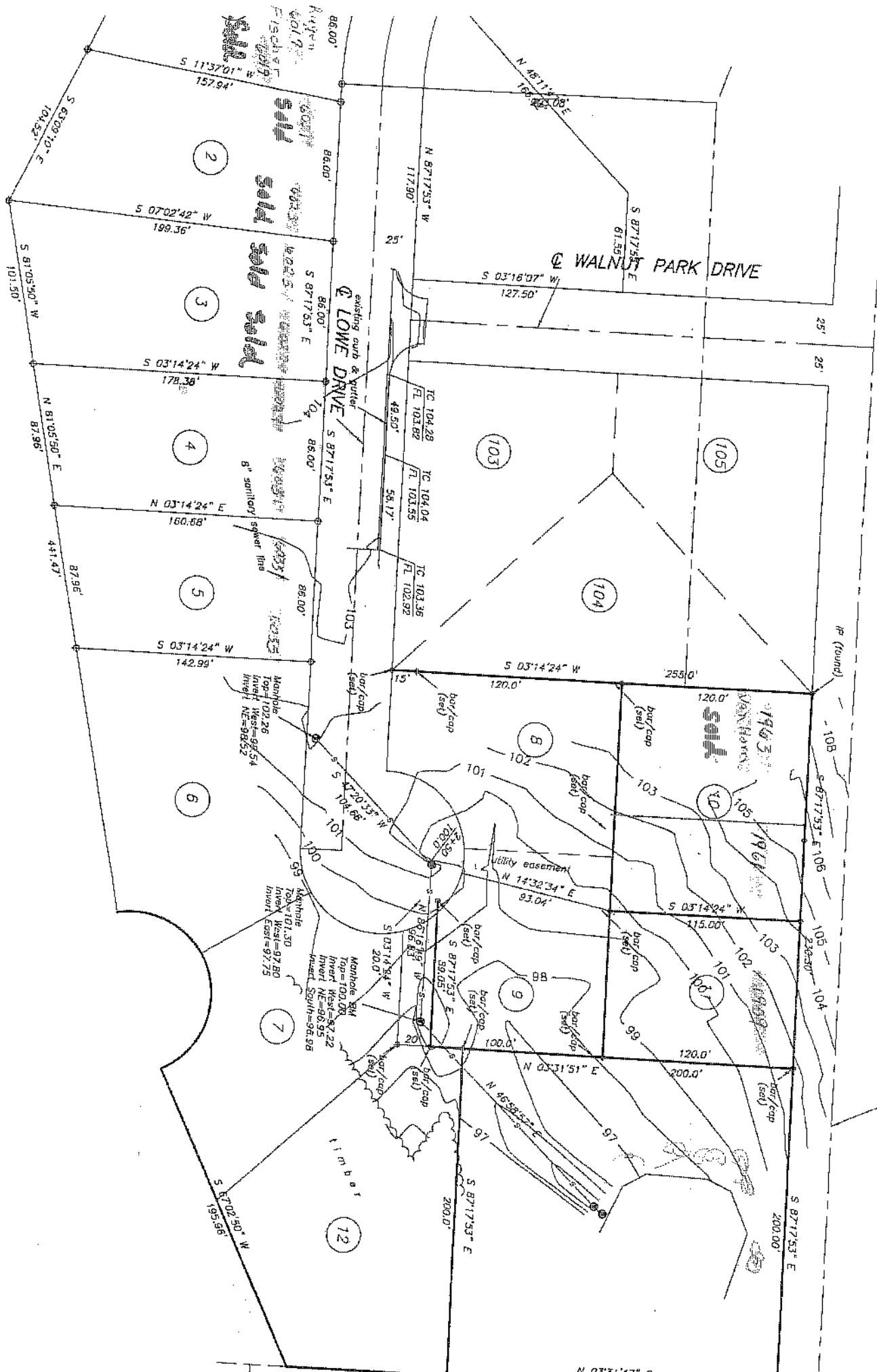
My Term Expires:



STEPHANIE L. WOOLDRIDGE
My Commission Expires
February 7, 2022
Pettis County
Commission #14832201

Stephanie L. Wooldridge
Notary Public

Exhibit B
Location of Property
6021 Lowe Dr.



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 Kroeger Properties II, LLC; and

WHEREAS, under the agreement, the City of Sedalia, Missouri agrees to allow Kroeger Properties II, LLC to connect property at 6023 Lowe Drive 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 Kroeger Properties II, LLC in substantively the same form and content as the agreement has been proposed.

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

Section 3. The City Clerk is hereby directed to file in 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 19th day of December, 2022.


Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of December, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

To: Kelvin Shaw
From: Brenda Ardrey 
Date: December 13, 2022
Subject: Annexation Agreement for Water Service

Please find attached an annexation agreement between the City of Sedalia and Kroeger Properties II LLC for Lot number Two (2) for Walnut Park 3 to be addressed as 6023 Lowe Dr. Kroeger Properties II LLC is requesting connection to the City's water distribution system and has 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 line should Kroeger Properties II LLC not complete the annexation process. Kroeger Properties II LLC has already signed and had notarized the agreement.

Thank you for your consideration of the request.

6027

ANNEXATION AND UTILITY SERVICES AGREEMENT

This Agreement (hereinafter "Agreement") entered into this 8th day of December, 2022, between the City of Sedalia, Missouri, (hereinafter "City") and Kroeger Properties II LLC (hereinafter "Owner").

RECITALS:

1. Whereas, Owner represents 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 his expense. Prior to approving the physical connection, Owner shall obtain all necessary easements, if needed, from any other landowners and provide recorded copies to the City, obtain 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 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. 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 he 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: KROEGER PROPERTIES II LLC

By: John K. Kroeger
John K. Kroeger, Authorized Representative

On the _____ day of December, 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.

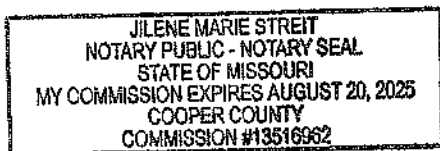
By: _____
Andrew Dawson, Mayor

ACKNOWLEDGMENT BY OWNER, CORPORATION OR ASSOCIATION

STATE OF MISSOURI)
) ss
COUNTY OF PETTIS)

On the day 13th of December, 2022, before me appeared John K. Kroeger (authorized representative) of Kroeger Properties II LLC, to me personally known, who, being by me duly sworn, did say that he is the Owner of Kroeger Properties II LLC, and that said instrument was signed by him and acknowledged the said instrument to be a free act and deed of _____.

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 (File Number 8128869) recorded as Document 2022-3916 by the Pettis County Recorder of Deeds.

2021-2484

RECORDED ON
04/22/2021 12:50 PM
PAGES: 2

BARBARA CLEVINGER
RECORDER OF DEEDS
PETTIS COUNTY, MO

MISSOURI WARRANTY DEED

This Deed, Made and entered into this 22nd day of April, 2021, by and between
MONSEES REALTY COMPANY, as "GRANTOR",

and

JOHN K. KROEGER CONSTRUCTION, LLC, as "GRANTEE",

Grantee's mailing address: 24545 Deer Run Dr. Smithton, Mo
65350

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:

**ALL OF LOT NUMBER TWO (2) OF WALNUT PARK 3, BEING A RESURVEY OF PART OF TRAC
"A" OF SOUTH WALNUT HILLS, PETTIS COUNTY, MISSOURI.**

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

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

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

By: A.B. Monsees, manager
A.B. MONSEES, MANAGER

STATE OF MISSOURI

}

}

ss:

COUNTY OF PETTIS

}

On this 22nd day of April, 2021, before me, the undersigned, a Notary Public in and for said County and State, personally appeared A.B. MONSEES, to me personally known, who being by me duly sworn, did say that he is the Manager of MONSEES REALTY COMPANY, LLC, and that said instrument was signed on behalf of said Limited Liability Company, and said Manager acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the County and State aforesaid, the day and year last above written.

My Term Expires:



STEPHANIE L. WOOLDRIDGE
My Commission Expires
February 7, 2022
Pettis County
Commission #14932201

Stephanie L. Wooldridge
Notary Public

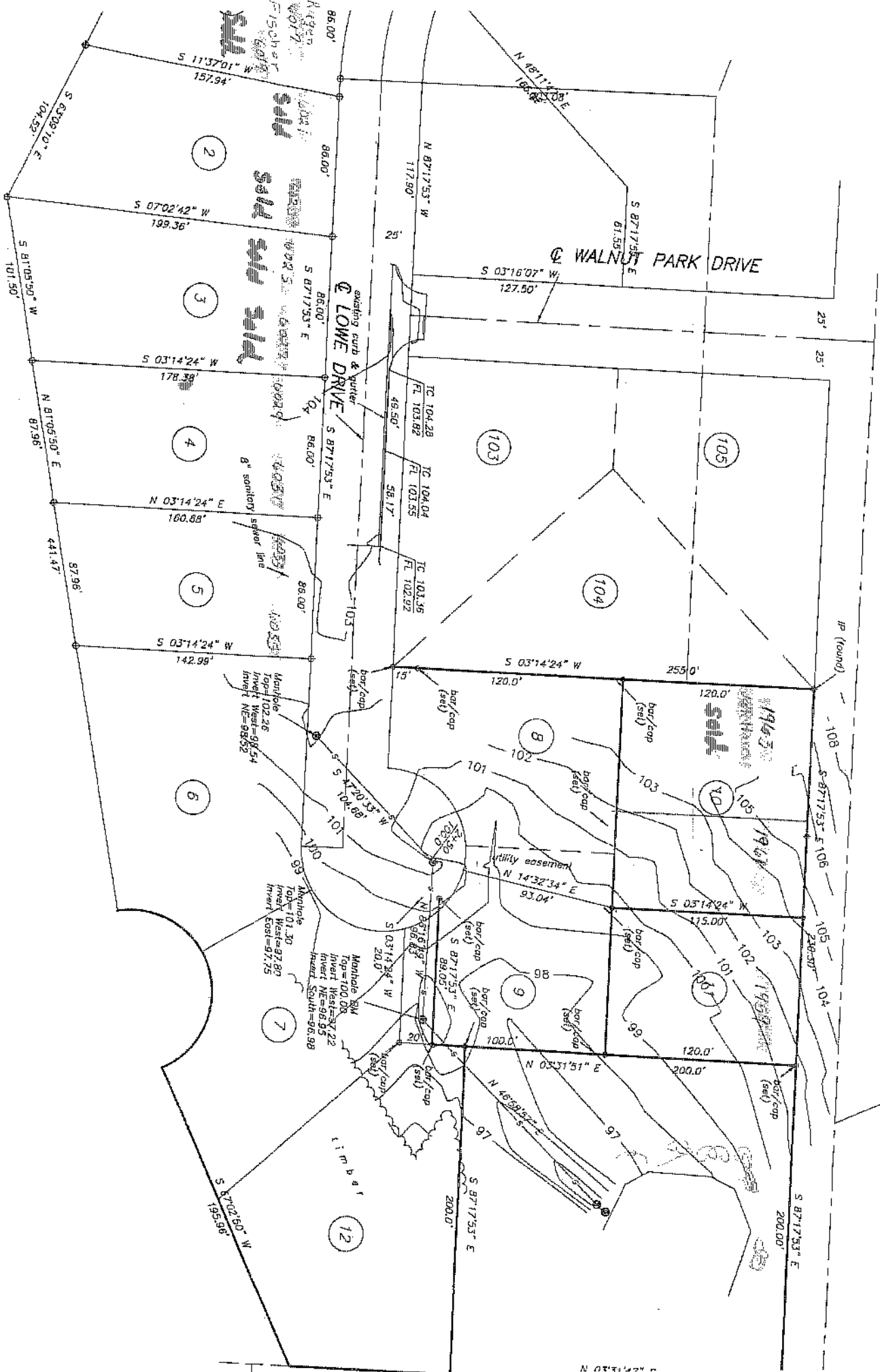


Exhibit B
Location of Property
6023 Lowe Dr.

Legal Description
6023 Lowe Dr.
Sedalia, MO 65301

The Land is described as follows:

ALL OF UNIT "B", BUILDING NUMBER TWO (2), LOT NUMBER TWO (2) IN WALNUT PARK 3, BEING A RESURVEY OF TRACT "A" OF SOUTH WALNUT HILLS, PETTIS COUNTY, MISSOURI, AND THAT PORTION OF SAID LOT NUMBER ONE (1) WHICH LIES BENEATH THE FIRST FLOOR THEREOF, ALL AS SHOW BY LOT SPLIT OF LOT NUMBER ONE (1) WALNUT PARK 3.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING CHANGE ORDER NUMBER ONE FOR DRIFTWOOD DRIVE AND HONEYSUCKLE ROAD WATER MAIN PROJECT.

WHEREAS, The City of Sedalia, Missouri received Change Order Number 1 from Ryan Construction Company, LLC., for the Driftwood Drive and Honeysuckle Road Water Main Project; and

WHEREAS, under the Change Order, the City of Sedalia, Missouri, shall receive a reduction in the amount of Four Hundred Dollars (\$400.00) from Ryan Construction Company, LLC as more fully described in Change Order Number 1 attached to this ordinance and incorporated by reference as though the proposed change order 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 Change Order Number 1 by and between the City of Sedalia, Missouri, and Ryan Construction Company, LLC in substantively the same form and content as it has been proposed.

Section 2. The Mayor or City Administrator are authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on the 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 Change Order 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 19th day of December, 2022.


Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of December, 2022.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers
City Clerk

To: Kelvin Shaw
Through: Brenda Ardrey 
From: Jeremy Stone
Date: December 7, 2022
Subject: Change Order #1-2023-005 Driftwood Drive and Honeysuckle Road Water Main Replacement

The Public Works Department is requesting approval of the attached Change Order #1 for the above mentioned project. The Contractor has completed the project and Change Order #1 (attached) details the field quantity adjustments to construction.

Currently, the total project is \$436,412.50. Change Order #1 will decrease the overall cost of the project by \$400.00 which will bring the total project cost to \$436,012.50.

Thank you.

CHANGE ORDER

SHEET NO. (1) OF 1SEQUENCE NO.: Change Order #1TO Ryan Construction Company, LLC. CONTRACTORPROJECT NO.: 2023-005

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

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

Change Order to account for final quantities as agreed upon.

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

(A) EST. LINE NO.	(B) ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
	2	2" C900 PVC Water Line w/ Exc. & BF	51	44	-7	\$30.00	\$0.00	\$210.00
	3	6" C900 PVC Water Line w/ Exc. & BF	50	71	21	\$45.00	\$945.00	\$0.00
	4	8" C900 PVC Water Line w/ Exc. & BF	2045	2033	-12	\$117.50	\$0.00	\$1410.00
	5	2" x 45° Bend w/ Backing Block	2	3	1	\$450.00	\$450.00	\$0.00
	8	8" x 11.25° Bend w/ Backing Block	1	0	-1	\$575.00	\$0.00	\$575.00
	9	8" x 45° Bend w/ Backing Block	7	3	-4	\$575.00	\$0.00	\$2300.00
	12	8" x 6" Reducer	4	2	-2	\$525.00	\$0.00	\$1050.00
	13	2" Cap	5	7	2	\$250.00	\$500.00	\$0.00
	14	6" Cap	3	2	-1	\$275.00	\$0.00	\$275.00
	15	8" Cap	3	4	1	\$375.00	\$375.00	\$0.00
	16	8" Gate Valve	8	10	2	\$2000.00	\$4000.00	\$0.00
	17	2" Solid Sleeve	2	7	5	\$450.00	\$2250.00	\$0.00
	18	6" Solid Sleeve	4	5	1	\$500.00	\$500.00	\$0.00
	21	Water Service Transfer - Long	19	21	2	\$2350.00	\$4700.00	\$0.00
	23	Pavement Removal & Replacement	109	54	-55	\$80.00	\$0.00	\$4400.00
	24	Curb Removal & Replacement	81	29	-52	\$75.00	\$0.00	\$3900.00

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

1. CONTRACT AMOUNT

\$436,412.50

2. OVERRUN THIS ORDER (H-I)

-\$400.00

3. OVERRUN PREVIOUS
(LINES 1 ON PREV. ORDERS)

\$0.00

4. TOTAL OVERRUN TO DATE
(2 + 3)

-\$400.00

5. TOTAL (1 + 4)

\$436,012.50

4. COMMENTS

THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO.

OWNER'S SIGNATURE

DATE

CONTRACTOR'S SIGNATURE

DATE

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING CHANGE ORDER NUMBER ONE FOR INGRAM AVENUE AND 9TH STREET WATER MAIN REPLACEMENT.

WHEREAS, The City of Sedalia, Missouri received Change Order Number 1 from Ryan Construction Company, LLC., for the Ingram Avenue and 9th Street Water Main Replacement; and

WHEREAS, under the Change Order, the City of Sedalia, Missouri, shall receive a reduction in the amount of Twenty-six Thousand Four Hundred Thirty-Two Dollars and Fifty cents (\$26,432.50) from Ryan Construction Company, LLC., as more fully described in Change Order Number 1 attached to this ordinance and incorporated by reference as though the proposed change order 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 Change Order Number 1 by and between the City of Sedalia, Missouri, and Ryan Construction Company, LLC., in substantively the same form and content as it has been proposed.

Section 2. The Mayor or City Administrator are authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on the 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 Change Order 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 19th day of December, 2022.


Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of December, 2022.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers
City Clerk

To: Kelvin Shaw
Through: Brenda Ardrey 
From: Jeremy Stone
Date: December 7, 2022
Subject: Change Order #1-2023-006 Ingram Avenue and 9th Street Water Main Replacement

The Public Works Department is requesting approval of the attached Change Order #1 for the above mentioned project. The Contractor has completed the project and Change Order #1 (attached) details the field quantity adjustments to construction.

Currently, the total project is \$298,335.00. Change Order #1 will decrease the overall cost of the project by \$26,432.50 which will bring the total project cost to \$271,902.50.

Thank you.

CHANGE ORDER

SHEET NO. (1) OF 1

SEQUENCE NO.: Change Order #1

TO Ryan Construction Company, LLC. CONTRACTOR

PROJECT NO.: 2023-006

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

1. DESCRIPTION AND REASON FOR CHANGE: (ATTACH SUPPLEMENTAL SHEETS IF REQUIRED)
Change Order to account for final quantities as agreed upon.

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

(A) EST. LINE NO.	(B) ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
	2	1" C900 PVC Waterline w/ Exc. & BF	10	0	-10	\$35.00	\$0.00	\$350.00
	3	2" C900 PVC Waterline w/ Exc. & BF	10	4	-6	\$40.00	\$0.00	\$240.00
	4	8" C900 PVC Waterline w/ Exc. & BF	746	701	-45	\$70.00	\$0.00	\$3150.00
	5	6" C900 PVC Waterline Directional Bore	1070	977	-93	\$82.50	\$0.00	\$7672.50
	8	8" x 45° Bend w/ Backing Block	3	2	-1	\$575.00	\$0.00	\$575.00
	9	6" x 6" Tee with Backing Block	1	2	1	\$700.00	\$700.00	\$0.00
	11	8" x 8" Tee with Backing Block	1	0	-1	\$900.00	\$0.00	\$900.00
	12	6" x 6" Cross	2	0	-2	\$950.00	\$0.00	\$1900.00
	13	6" x 1" Reducer	1	0	-1	\$375.00	\$0.00	\$375.00
	14	6" x 2" Reducer	4	0	-4	\$350.00	\$0.00	\$1400.00
	17	8" Cap	1	0	-1	\$500.00	\$0.00	\$500.00
	19	8" Gate Valve	5	4	-1	\$2000.00	\$0.00	\$2000.00
	20	1" Solid Sleeve	2	0	-2	\$250.00	\$0.00	\$500.00
	21	2" Solid Sleeve	3	2	-1	\$500.00	\$0.00	\$500.00
	22	6" Solid Sleeve	1	2	1	\$475.00	\$475.00	\$0.00
	25	Water Service Transfer - Short	14	13	-1	\$750.00	\$0.00	\$750.00
	26	Water Service Transfer - Long	7	8	1	\$3025.00	\$3025.00	\$0.00
	28	Pavement Removal & Replacement	192	78	-114	\$80.00	\$0.00	\$9120.00
	29	Driveway Removal & Replacement	35	0	-35	\$100.00	\$0.00	\$3500.00
	30	Sidewalk Removal & Replacement	40	102	62	\$80.00	\$4960.00	\$0.00
	31	Curb Removal and Replacement	30	3	-27	\$80.00	\$0.00	\$2160.00

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

1. CONTRACT AMOUNT		\$298,335.00
2. OVERRUN THIS ORDER (H-I)	-\$26,432.50	
3. OVERRUN PREVIOUS (LINES 4 ON PREV. ORDERS)	\$0.00	
4. TOTAL OVERRUN TO DATE (2 + 3)	-\$26,432.50	
5. TOTAL (1 + 4)	\$271,902.50	

4. COMMENTS:

THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO.

OWNER'S SIGNATURE

DATE

John M. Ryan

12-2-22

CONTRACTOR'S SIGNATURE

DATE

Rev. 3/23/01

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT FOR GROWING AND HARVESTING CROPS.

WHEREAS, the City of Sedalia, Missouri, has received a proposal to enter into a lease agreement by and between the City of Sedalia, Missouri, and Lynn Staus for growing and harvesting crops; and

WHEREAS, under the proposal, the City of Sedalia, Missouri, shall receive the sum and amount of Two Thousand One Hundred Ninety-six Dollars (\$2,196.00) as consideration therefore, from Lynn Staus for said operations as more fully described in the proposed agreement attached to this ordinance and incorporated by reference as though 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 lease agreement by and between the City of Sedalia, Missouri and Lynn Staus as the agreement has been proposed.

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

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

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

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

Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of December, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

LEASE AGREEMENT

This lease made and entered into this ____ day of _____ 2022, by and between the City of Sedalia, Missouri, a municipal corporation, hereinafter designated as "Lessor", and Lynn Staus, 2673 S. Marshall, Sedalia, Missouri 65301, hereinafter designated as "Lessee", witnessed:

In consideration of promises and agreements hereinafter set forth, the Lessor does hereby lease to the Lessee and the Lessee does hereby take the premises hereinafter described upon the terms and conditions, as follows:

1. The real estate and premises leased hereunder consists of approximately 18 acres, more or less owned by the Lessor, not presently or during the term of the Lease utilized by the Lessor for rail spur operations. The leased property is to be used and maintained by Lessee for growing and harvesting crops. The approximate description is a 1,340' by 580' tract of land bounded by Cedar Drive on the East, with the Southern boundary being approximately 750' North of Reine Avenue as generally outlined in Exhibit A (the "Premises").
2. No poultry or other animal manure shall be used as fertilizer on the Premises. Weeds should be kept to a minimum and excessive erosion shall be mitigated.
3. The said lease Premises shall be used by the Lessee solely for a growing and harvesting grain crops, and such use shall be such that it will not interfere or otherwise impair the rail spur operations.
4. The term of this Lease shall be from the later of the date signed by the last party or receipt of rental payment through December 1, 2023. Absent written notification by either party prior to the expiration of such then current term, this lease will renew for a one year period ending the following December 1.
5. The rental to be paid by the Lessee to the Lessor is two thousand one hundred ninety-six dollars (\$2,196.00), payable upon execution of this Lease.
6. The agricultural operations and the expenses thereof of maintaining the crop land shall be the sole responsibility of the Lessee. Lessor is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligent or willful misconduct of Lessor. Nothing in this Agreement is intended to act as a waiver of sovereign immunity for Lessor. Lessee shall not encumber or allow any other party to encumber the Premises acting on their behalf. Lessee understands and agrees that Lessee and anyone acting on Lessee's behalf does not have the right to file for mechanic's lien or any other kind of liens on the Premises.

7. The Lessee does hereby agree to indemnify and hold harmless the Lessor of and from any claims or demands for loss and damages to both property and persons of any kind and nature arising out of the farming and agricultural operations performed by the Lessee or the agents of the Lease.
8. Entry onto Premises. Lessor shall have the right to enter the premises at any reasonable time to view or inspect the same or to show the same to prospective purchasers or tenants, or to make any repairs or improvements deemed necessary by Lessor.
9. Assignment and Subletting. This lease shall not be assigned nor shall the land or any part thereof be sublet; nor shall the land be used or permitted to be used, for any purpose other than as is above provided, without the written consent of Lessor.
10. Surrender on Termination. Lessee shall deliver peaceful possession of the premises to Lessor upon termination hereof for any reason.
11. Termination by either party. This lease may be terminated by either party at any time by the terminating party giving the other party thirty (30) days written notice of the election to terminate the lease. If Lessor terminates the Lease under this paragraph, then, at the option of Lessee, Lessor shall pay to Lessee a proportional amount equal to what the rental payment would be.
12. Termination by Lessor for cause. If any default is made in the payment of rent or any part thereof at the time provided, or if Lessee assigns or subleases, or abandons or vacates the land, or if after ten (10) days' written notice setting forth the default, default shall continue by Lessee in the performance of any other covenant, term or condition to be performed by Lessee, Lessor shall have the right to reenter and take possession of the land and Lessee upon written demand shall peacefully surrender possession thereof to Lessor, and all rights and interests of Lessee to possession and control hereunder shall cease and terminate, but nothing herein contained shall affect Lessor's right to the rental for the term herein specified. Upon taking possession hereunder Lessor may, at its election, terminate and end this lease upon giving Lessee written notice thereof, or Lessor may re-let the property and Lessee shall be liable for and will pay as it accrues the difference in the rental for the balance of the term.
13. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

IN WITNESS WHEREOF, this Lease is executed at Sedalia, Missouri on the date first above written in duplicate.

CITY OF SEDALIA ("LESSOR")

BY: _____
Kelvin Shaw, City Administrator Date

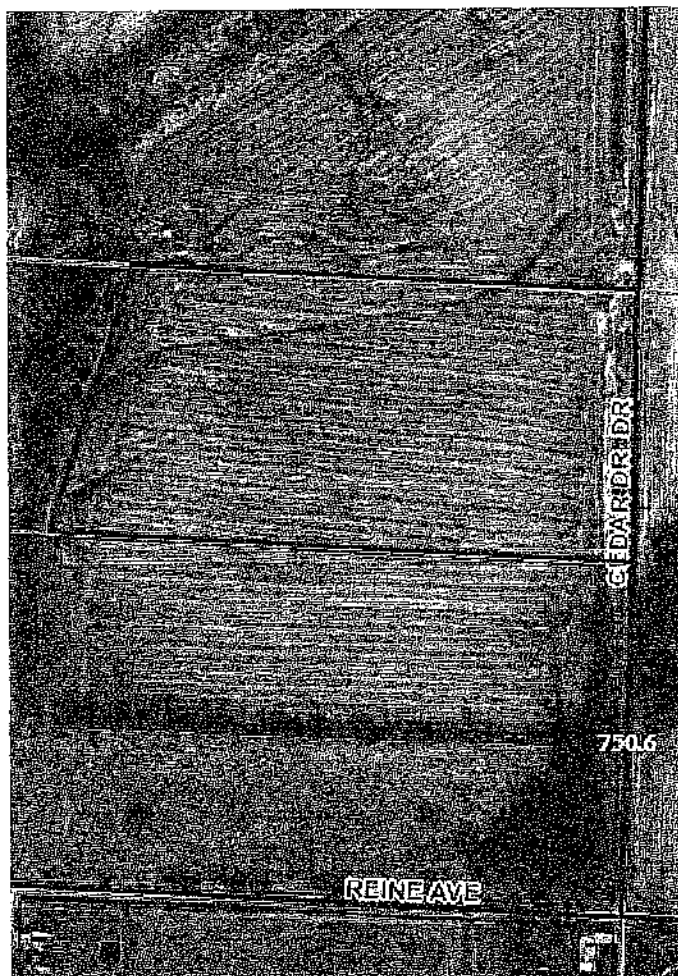
ATTEST:

Jason Myers, City Clerk

LESSEE

BY: _____
Lynn Staus Date

Exhibit A
General Map



RESOLUTION _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SEDALIA AUTHORIZING THE NAMING OF AN UNNAMED STREET WITHIN LIBERTY PARK TO LIBERTY STADIUM DRIVE.

WHEREAS, Sedalia, Missouri, as a city of the third classification, may change the name of its streets pursuant to §77.220, RSMo; and

WHEREAS, the City desires to name an unnamed north-south road within the grounds of the City's Liberty Park to "Liberty Stadium Drive."

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

Section 1. The City Council hereby proposes that the unnamed street that bisects the City of Sedalia property at 1700 West 3rd Street near the Heckart Community Center (Parcel ID 153005110001000) within the City's Liberty Park and runs north-south between Liberty Park Boulevard and West 3rd Street be hereby named "Liberty Stadium Drive."

Section 2. As required by §77.220, RSMo., the City will publish notice of the new street name in the Sedalia Democrat newspaper for one week and then wait at least four weeks from the date of publication before bringing an ordinance adopting the new street name before the City Council for enactment.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED by the Council of the City of Sedalia, Missouri, this 19th day of December, 2022.

Presiding Officer of the Council

ATTEST:

Jason S. Myers
City Clerk

To: Kelvin Shaw
From: Brenda Ardrey
Date: December 13, 2022
Subject: Council Memo – Naming of Street within Liberty Park – Liberty Stadium Drive

Attached is a Resolution and Ordinance prepared by the City Attorney's Office requesting to name the currently unnamed road within Liberty Park that runs north-south adjacent to Liberty Stadium. As you know, it is important for first responders to have the ability to clearly understand the location of calls as well as assisting those visitors coming to the stadium from out-of-town to easily locate their destination through the use of various geographic information systems.

The process of naming the street involves publication in the Sedalia Democrat followed by Council action on the Ordinance as further detailed in the Resolution and Ordinance.

If you have additional questions, please let me know.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE HISTORIC LANDMARK DESIGNATION OF THE GEORGE R. SMITH COLLEGE SITE.

WHEREAS, the George R. Smith College is a significant piece of history in the development of the City of Sedalia, Missouri; and

WHEREAS, it was one of the early higher education institutions serving primarily the African-American community from the late 1800s through the early 1900s, including the famed Scott Joplin; and

WHEREAS, Council has determined, per recommendation of The Sedalia Historic Preservation Commission that the site of said college should receive recognition of its historical significance; and

WHEREAS, the designation is for a viewing site on the public right-of-way and sidewalk on Pettis Street indicating the location of the campus approximately 900 feet to the North.

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

Section 1. The City Council of the City of Sedalia, Missouri hereby approves the historic landmark designation of the George R. Smith College site as recommended by the Sedalia Historic Preservation Commission and the Planning and Zoning Commission.

Section 2. 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 19th day of December, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of December, 2022.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers
City Clerk

MEMO

To: Mayor Andrew Dawson and City Council
From: John Simmons, Community Development Director
Date: December 6, 2022

Subject: George R. Smith College Landmark Designation

The Sedalia Historic Preservation Commission and the Sedalia Planning and Zoning Commission have both recommend approval of the designation of the George R. Smith College site as nominated by the City of Sedalia. The Planning and Zoning Commission recommended approval of the landmark designation at the November 2, 2022 Planning and Zoning Commission meeting.

The site is significant as the college was a historically black college attended by Scott Joplin who was famous for the composition of the “Maple Leaf Rag”, regarded as the first composition to sell over a million copies and became the blueprint for royalty contracts in the American music industry. The college played an important role in the lives of young people for several decades.

Other distinguished alumni include:

- Myrtle Craig Mowbray, the first African American woman to graduate from Michigan State University in 1907.
- John Wesley Dawson, the greatest pitcher of his era playing for the All Nations team and the Kansas City Monarchs with over 400 wins and 5,0081 strikeouts.
- T. Manuel Smith, MD, president of the National Medical Association (1942-42).

The college was erected on land donated by the founder of Sedalia. George R. Smith’s daughters Sarah Smith Cotton and Martha Elizabeth Martin in 1882, opened in 1884, and operated until it burned down April 26, 1925.

Additional information regarding the significance of the site and the criteria used for this determination is provided in the attached report submitted to the Sedalia Historic Preservation Commission and the Planning and Zoning Commission.

Staff Recommendation: Staff recommends that City Council designate the George R. Smith College site as a landmark in the City of Sedalia.

Sedalia Historic Preservation Commission
George R. Smith College Landmark Nomination
Report and Recommendation
September 20, 2022

(1) Explanation of the significance or lack of significance of the nominated landmark or *historic* district as it relates to the criteria for designation.

The site is significant as the college was a historically black college attended by Scott Joplin who was famous for the composition of the “Maple Leaf Rag”, regarded as the first composition to sell over a million copies and became the blueprint for royalty contracts in the American music industry. The college played an important role in the lives of young people for several decades.

Other distinguished alumni include:

- Myrtle Craig Mowbray, the first African American woman to graduate from Michigan State University in 1907.
- John Wesley Dawson, the greatest pitcher of his era playing for the All Nations team and the Kansas City Monarchs with over 400 wins and 5,221 strikeouts.
- T. Manuel Smith, MD, president of the National Medical Association (1942-42).

The college was erected on land donated by the founder of Sedalia, George R. Smith’s daughters Sarah Smith Cotton and Martha Elizabeth Martin in 1882, opened in 1884, and operated until it burned down April 26, 1925.

(2) Explanation of the integrity or lack of integrity of the nominated landmark or *historic* district.

The proposed landmark site consists of remnants of the foundation of the school structure building that burned April 26, 1925. The site is an open field with little to no remaining integrity of the structure. Landmark status is recommended on basis of the integrity of the location and significance to the history of Sedalia.

(3) In the case of a nominated landmark found to meet the criteria for designation:

a. The significant exterior architectural features of the nominated landmark that should be protected.

There are no exterior architectural features that remain that can be protected. This nomination is for landmarking the significance of the site only. The site is notable location with historical and, cultural significance. The attached map indicates the location of the landmark sign, with the college campus site in the immediate distance, viewed from this location. This designation is for the placement and reservation of the landmark signage along the public right of way and sidewalk and is not designating the actual site of the landmark as it is not accessible to the public.

b. The types of construction, alteration, demolition and removal, other than those requiring a building or demolition permit, which should be reviewed for a certificate of appropriateness.

None.

(5) Proposed design guidelines, including minimum maintenance requirements, for applying the criteria for review of certificates of appropriateness to the nominated landmark or *historic* district.

None.

(6) The relationship of the nominated landmark or *historic* district to the ongoing effort of the SHPC to identify and nominate all potential areas and structures that meet the criteria for designation.

Goal 7 of the Historic Preservation Plan for the City of Sedalia states that the Sedalia Historic Preservation Commission is to “develop incentive programs to encourage preservation landmarks, historic districts and neighborhoods” and to “invite public input to designate landmark nominees and promote the program.” This landmark designation, with the City of Sedalia as applicant, is a direct achievement of that goal.

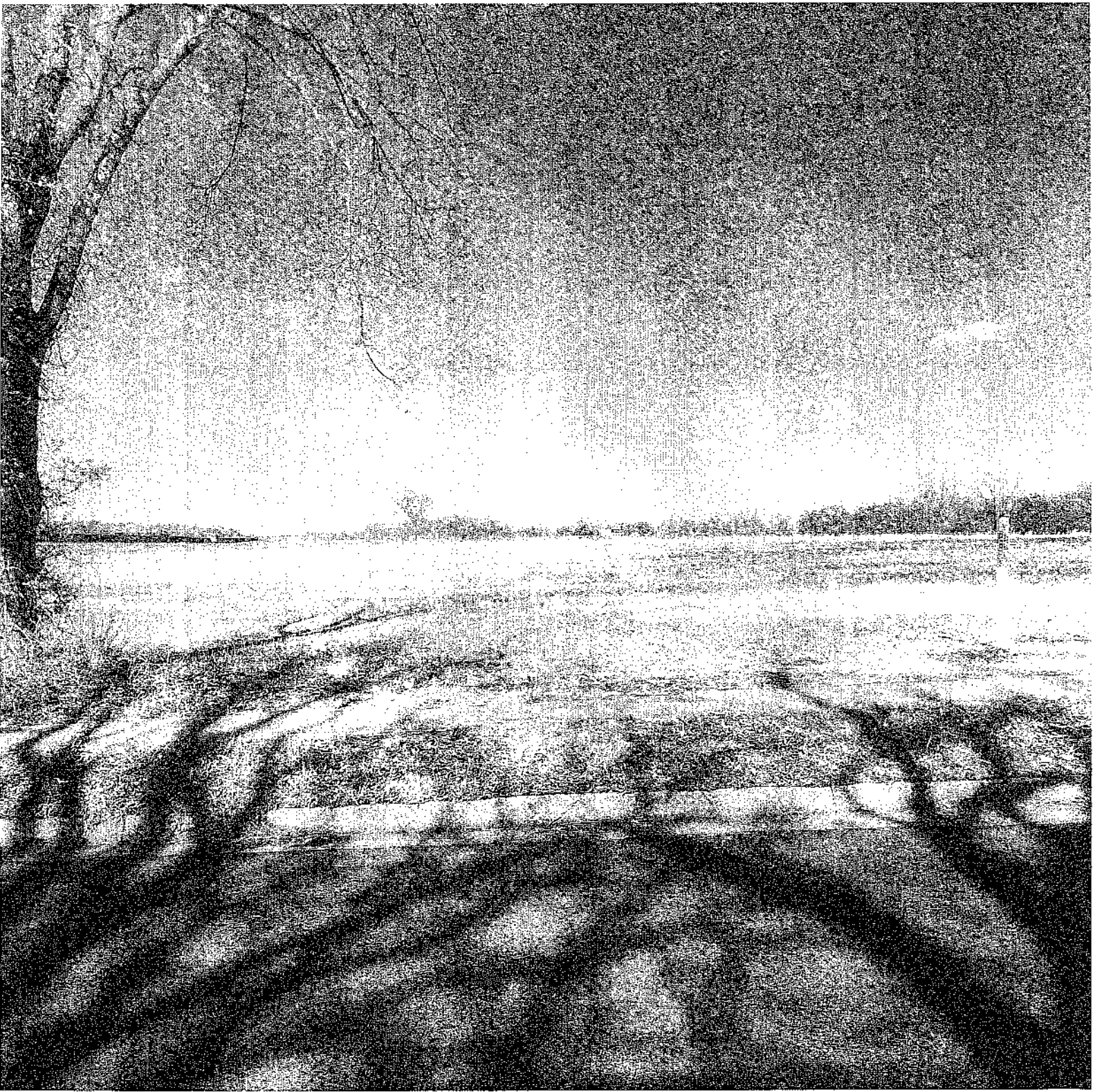
(7) Any initial recommendation as to appropriate permitted uses, special uses, height and area regulations, minimum dwelling size, floor area, sign regulations and parking regulations necessary or appropriate to the *preservation* of the nominated landmark or *historic* district.

The site for the historic marker along the public right of way is indicated on the map. Applicant (City) proposes a marker and decorative bench be located and maintained by the City of Sedalia.

(8) A map showing the location of the nominated landmark and the boundaries of the nominated *historic* district.

Attached. The designation is for a viewing site on the public right of way and sidewalk on Pettis Street indicating the location of the campus approximately 900 feet to the north.

(9) The recommendation and report of the SHPC shall be sent to the planning and zoning commission within seven days following the vote on the resolution and shall be available to the public at the offices of the community development director.



BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM C-O (NON-RETAIL) TO R-1 (SINGLE FAMILY DWELLING) ON CERTAIN PROPERTY LOCATED AT 2006 WEST 14TH STREET IN THE CITY OF SEDALIA, MISSOURI, IN ACCORDANCE WITH CHAPTER 64, ZONING, OF THE CITY CODE OF THE CITY OF SEDALIA, MISSOURI.

WHEREAS, the City received an application from Mildred L. Walker, Trustee of Kenneth R. and Mildred L. Walker Revocable Trust, ("Applicant") to rezone certain property within the City from District C-O Non-Retail ("Rezoning Application") to R-1 Single Family Dwelling; and

WHEREAS, Notice of a public hearing before the City's Planning & Zoning Commission ("Commission") was published in a paper of general circulation within the city on November 18, 2022; and mailed to all property owners subject to the rezoning and within 185 feet of the property proposed to be rezoned; and

WHEREAS, on December 7, 2022, the Commission opened the public hearing and all those interested and wishing to testify were given the opportunity; and

WHEREAS, after the public hearing was closed, the Commission unanimously recommended (9-0) that the Sedalia City Council ("City Council") approve the rezoning of that certain property that is subject to the Rezoning Application, from C-O to R-1.

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

Section 1. That upon review of the record presented in a public hearing before the Commission, the final report, and recommendation of the Commission, the City Council hereby approves the Rezoning Application.

Section 2. The said real estate mentioned in Section 1 is described and attached to this ordinance as Exhibit A.

Section 3. The Zoning Ordinances of the City of Sedalia, Missouri are hereby amended so that the real estate described in Exhibit A, which is presently zoned C-O Non Retail is rezoned in its entirety to R-1 Single Family Residential.

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 19th day of December, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of December, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

EXHIBIT A

LEGAL DESCRIPTIONS

2006 WEST 14th – THE WEST SEVEN (7) FEET OF LOT FOUR (4) AND LOT FIVE (5) IN BLOCK (2) OF PARK HILL 2ND SUBDIVISION OF BLOCK NUMBER TWENTY-TWO (22) AND BLOCK NUMBER SEVENTEEN (17) OF FAIR VIEW PLACE, AN ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI.

MEMO

To: Planning & Zoning Commission
From: John Simmons, Community Development Director
Date: December 1, 2022
Subject: 2006 West 14th Street
Applicant: Mildred L. Walker, Trustee
Kenneth R. & Mildred L. Walker Revocable Trust

Description of Request: Applicant requests rezoning of property located at 2006 West 14th Street. Current zoning of the property is C-O Nonretail.

The applicant is requesting a rezoning to R-1 Single Family Residential. Current building codes prohibits construction of a garage as an accessory structure at this site, but if it were zoned R-1 Single Family the accessory structure would be permitted.

Land Use Review: The subject property contains a single family residence and is zoned C-O Nonretail. Applicant originally had property re-zoned as C-O in order to establish her business at the residential structure at that time. Applicant no longer operates that business and has returned the structure back to a single family structure and lives in the structure. Applicant wishes to build a garage with access to the back deck in order to store her vehicle out of the elements

The adjacent properties are R-1 Single Family Residential properties with single family houses to the north and west and C-3 Commercial to the east and south with existing businesses.

Staff Recommendation: Staff recommends the application for rezoning be approved for the following reasons:

1. The change of zoning from C-O Nonretail returning the parcel to R-1 Single Family Residential would be compatible with surrounding single family use.
2. The City of Sedalia 2008 & 2013 Master Plans indicate that this area is designated as an existing urban development pattern.
3. The rezoning of the property would be in the general interest of the public. The rezoning and use of the property would enhance and preserve surrounding single family residential land usage.

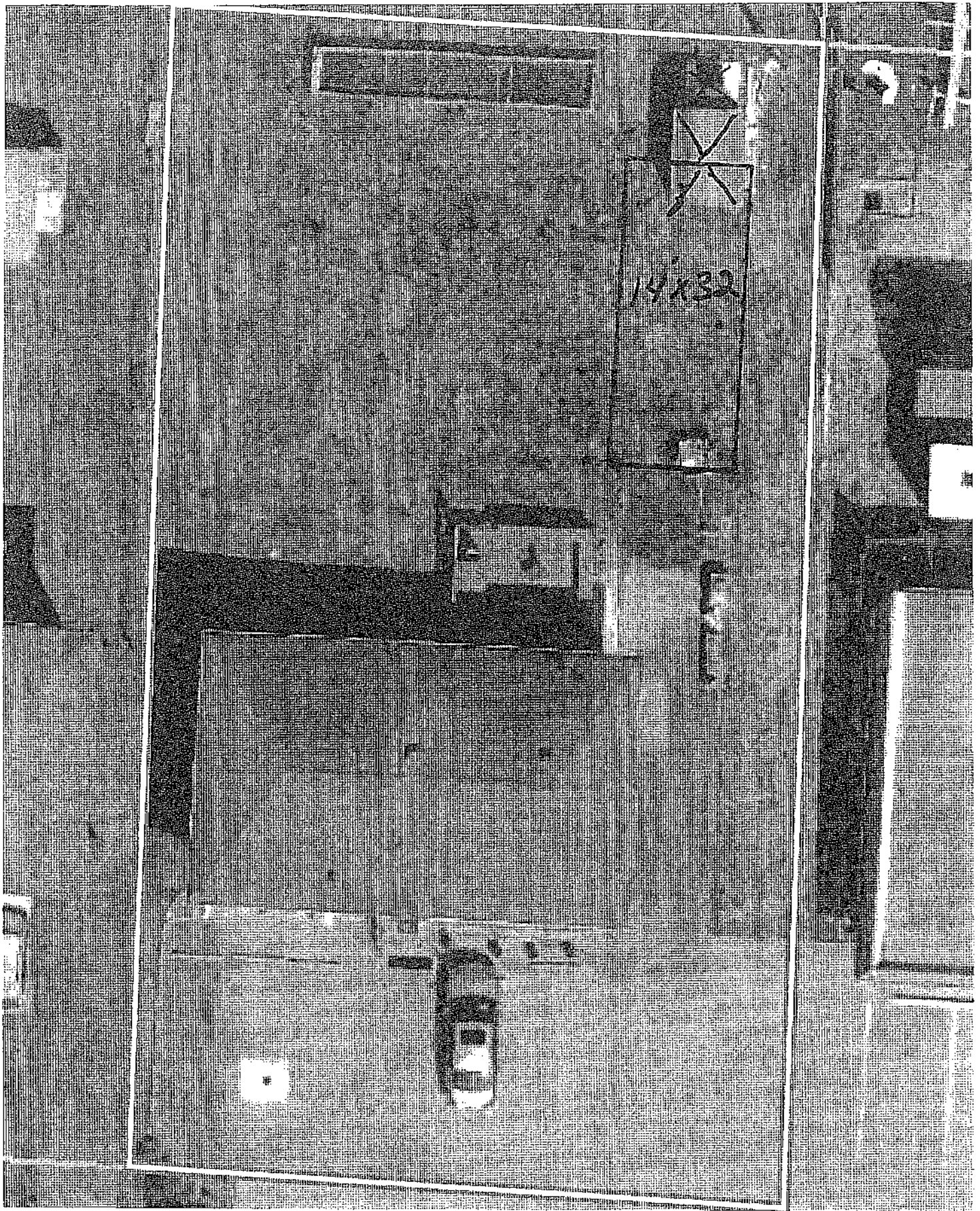
Should you have any question or concerns regarding anything outlined in this advisory, please do not hesitate to contact me at 827-3000.

**APPLICATION FOR AN
AMENDMENT TO THE ZONING DISTRICT MAP**

Sedalia City Planning & Zoning Commission
200 S. Osage Avenue
Sedalia, Missouri 65301

DO NOT WRITE IN THIS SPACE	
Date of Public Hearing	
Date Submitted	<u>10-26-2022</u>
Date Advertised	
Date of Mailing	
Checked By	
Commission Action	
Council Action	

1. Applicant's Name Mildred L Walker, Trustee
2. Applicant's Address Kenneth R. & Mildred L. Walker Revocable Trust
3. Telephone Number (Home) 2006 W. 14th St., Sedalia, MO 65301 (Business) N.A.
4. Present Zoning C-D office Requested Zoning R-1 Residential
5. Legal Description of property requested to be rezoned, with street address or location:
2006 W. 14th St., Sedalia, MO
6. Area of subject property, square feet and/or acres 10,087 SF
7. Present Use of subject property Residential
8. Desired use of subject property Residential
9. What is the present use of the adjoining properties? North R-1
South C-3 East C-3 West R-1
10. How can you justify the proposed zoning change? (To answer this question, see Page 1, Item 2)
11. Time schedule for development _____
12. Is property in a flood plain district? If yes, please indicate applicable FEMA Map applicable zone _____ Has base flood elevation been established? _____
If yes, please explain how such elevation was determined. _____
13. Public Utilities available at site: Sewer City " at _____
at _____ Water City
Natural Gas N.A. " at _____
at _____ Electric Evergy
14. Exhibits furnished _____
15. Mildred L Walker 2006 W. 14th St., Sedalia, MO
Signature of Applicant Address of Applicant
16. Relationship of applicant to property: Owner ☒ Agent _____
17. Other _____
(Explain)





Let's Cross Paths

City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 www.sedalia.com

November 22, 2022

NOTIFICATION LETTER

To Whom It May Concern:

This is to notify you that a public hearing will be held in the City of Sedalia's Council Chambers of the Municipal Building, 2nd Street & Osage Avenue, Sedalia, Missouri to consider a Re-zoning Application for the following purpose and described tract of land:

PURPOSE OF RE-ZONING: From current C-0, Nonretail to R-1, Single Family Residential zoning.

PROPERTY ADDRESS:

2006 W 14TH STREET - The West seven (7) feet of lot four (4) and lot five (5) in block two (2) of Park Hill 2nd subdivision of block number twenty-two (22) and block number seventeen (17) of Fair View Place, an addition to the City of Sedalia, Pettis County, Missouri.

The public hearing will be held to consider the re-zoning application for the above described tract. Hearing will begin at 5:30 pm on Wednesday, December 7, 2022 and any interested persons or property owners are invited to attend.

For any additional information regarding this re-zoning, please contact the undersigned at the Municipal Building.

Respectfully,

John Simmons
Community Development Director
(660) 827-3000 x1115

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A HISTORIC PRESERVATION GRANT AND FINANCIAL ASSISTANCE AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND MISSOURI DEPARTMENT OF NATURAL RESOURCES FOR THE WEST CENTRAL SEDALIA HISTORIC DISTRICT RECONNAISSANCE SURVEY.

WHEREAS, the City of Sedalia, Missouri has received a financial assistance agreement from Missouri Department of Natural Resources for a historic preservation grant to assist with the West Central Sedalia Historic District Reconnaissance Survey; and

WHEREAS, under the historic preservation grant agreement, the Missouri Department of Natural Resources shall grant to the City of Sedalia, Missouri a maximum of Fifty Thousand Dollars (\$50,000.00) with the City contributing up to \$50,000.00 cash and up to \$8,369.00 in personnel and supply costs (in-kind expenses) for the West Central Sedalia Historic District Reconnaissance Survey.

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 historic preservation grant agreement by and between the City of Sedalia, Missouri and Missouri Department of Natural Resources attached hereto and incorporated by reference as though the proposed agreement was 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 document 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 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 19th day of December, 2022.

Presiding Officer of the Council

Approved by the Mayor of said City, 19th day of December, 2022.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

MEMO

To: Kelvin Shaw, City Administrator
From: John Simmons, Community Development Director
Date: December 12, 2022
Subject: **West Central Sedalia Historic District Reconnaissance Survey
MO DNR Grant**

The City of Sedalia was awarded the State Historic Preservation Office grant to further survey the West Central residential area of Sedalia. As you recall, this grant proposal was endorsed by City Council and budgeted for in this year's budget. This grant now requires signature on the agreement with the State Historic Preservation Office in order to execute the grant.

The grant was originally intended to create the Victorian Towers Historic District, however the State of Missouri is requiring that we further survey the area to determine the actual boundaries of that district as well as identify other districts that may exist. This requirement will be a multi-year process, accessing state grants each year. In the meantime, as we identify districts, we will be able to nominate them for consideration as historic districts.

The grant, as submitted, requires the budgeted match of \$50,000.00 to the state's \$50,000.00. In addition, the City of Sedalia will provide staff assistance and office supplies not to exceed \$8,369.00. The City is allowed to track staff time and supplies contributed to this effort to be applied to the \$8,369.00.

The grant agreement is substantially the same in content and format as the grant approved in 2020.

The next step in this grant will be to issue a request for proposals to historic preservation consultants to commit a reconnaissance survey of the area. This is an important step in determining the boundaries of historic districts.

City of Sedalia

TELEPHONE (660) 827-3000



MUNICIPAL BUILDING
200 SOUTH OSAGE AVENUE
SEDALIA, MISSOURI 65301

FAX (660) 827-7800

December 8th, 2022

Kevin Wade
City of Sedalia, Board of Adjustment
2222 W. 2nd Street
Sedalia, MO 65301

Acceptance of resignation from City of Sedalia, Board of Adjustment

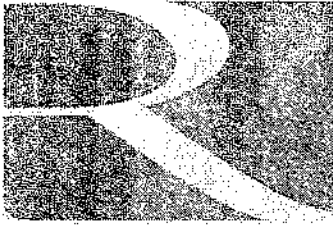
Mr. Wade,

Let this letter serve as official acceptance of your resignation from the City of Sedalia, Board of Adjustment. On behalf of the City of Sedalia and the community thank you for your service on the Board of Adjustment.

Kind Regards,

A handwritten signature in black ink, appearing to read "Andrew L. Dawson", is written over a horizontal line.

Hon. Mayor Andrew L. Dawson
City of Sedalia, Missouri



Robert Rollings Architects, LLC

1806 W. Broadway Boulevard

Sedalia, Missouri 65301

660.829.9751 fax 660.829.9752

Honorable Mayor Andrew Dawson
Sedalia City Hall
200 S. Osage Ave.
Sedalia, MO 65301

December 8, 2022

Dear Mayor Dawson,

Thank you for the opportunity that you and our city have given me to serve on our Zoning Board of Adjustment. I am grateful for the opportunity to have served our community and proud of our work. Please accept this letter as my formal resignation from my position on the Zoning Board of Adjustment, effective immediately.

I wish the best for our City and I look forward to working together in the future.

Sincerely,

Kevin J. Wade, AIA

Office of the Mayor

TO: Members of City Council
FROM: Mayor Andrew Dawson
DATE: December 15, 2022
RE: New Appointments

I would like to make the following recommendations:

New Appointments:

BOARD/COMMITTEE	MEMBER	TERM
Bothwell Regional Health Center Board of Trustees		
	Dr. Gregory Doak	Completing Stafford Swearingen's Term Ending 6/2023 -- Effective 1/1/2023
	John Kehde	Completing Arwilda Poole's Term Ending 6/2025
	Jo Lynn Turley	Term Ending 6/2026