



City Council Meeting Agenda
Monday, December 20, 2021 – 6:30 p.m.
City Hall, 200 South Osage, Sedalia MO

MAYOR: JOHN KEHDE

MAYOR PRO-TEM: JEFF LEEMAN

A. CALL TO ORDER – Mayor Kehde – Council Chambers

B. PRAYER & PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. PUBLIC MEETING – FY 2022-2023 STRATEGIC PLAN & BUDGET

E. SERVICE AWARDS – None

F. SPECIAL AWARDS

A. Presentation – Sedalia Fire Department – Promotional Pinnings

- Kyle Gilmore – Battalion Chief
- Nathan Deuschle – Captain
- Joshua Nelson – Captain
- Zach Morales – Captain
- John Clarke – Driver
- Colby Snapp – Driver
- Matt Moulton – Driver
- Chris Maggert – Driver
- Jeremy Pepin - Driver

G. RETIREMENT AWARDS – None

I. APPROVAL OF PREVIOUS SESSION MINUTES

A. Council Meeting – December 6, 2021

II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES

A. Acceptance of Planning & Zoning Commission minutes dated November 3, 2021

III. ROLL CALL OF STANDING COMMITTEES

A. FINANCE / ADMINISTRATION – Chairman Steve Bloess; Vice Chairwoman Rhiannon Foster

1. Presentation – Financial Update (Dawn Jennings, Presenter)
2. Waiver of Open Container Laws – Lions Club St. Patrick's Day Pub Crawl

Council Discussion led by Chairman Bloess

O 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 19, 2022 during the hours of 12:00 p.m. to 7:00 p.m. in downtown Sedalia – Mayor Kehde

B. PUBLIC SAFETY - Chairwoman Tina Boggess; Vice Chairman Bob Cross

1. Budget Amendment – Fire Department – Purchase of 2019 Dodge Durango

Council Discussion led by Chairwoman Boggess

Click on any agenda item to view the related documentation

R Call for Resolution of the City Council of the City of Sedalia, Missouri authorizing an increase in budgeted expenditures for the fiscal year 2021-2022 relating to the purchase of a 2019 Dodge Durango for the Fire Department – Mayor Kehde

O Call for Ordinance amending the budget for the fiscal year 2021-2022 regarding the purchase of a 2019 Dodge Durango for the Fire Department – Mayor Kehde

2. Animal Control Box – Animal Services - \$35,600.00

Council Discussion led by Chairwoman Boggess

Motion and Second to award bid for an Animal Control Box for Animal Services to Jackson Creek Manufacturing, Inc. in the amount of \$35,600.00.

3. Board Amendment – Firefighter’s Retirement Fund Board of Trustees

Council Discussion led by Chairwoman Boggess

O Call for Ordinance amending Section 40-294 of the Code of Ordinances of the City of Sedalia, Missouri relating to the Firefighter’s Retirement Fund Board of Trustees by removing the position of City Attorney from said board – Mayor Kehde

C. PUBLIC WORKS – Chairman Thomas Oldham; Vice Chairman Lucas Richardson

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

2. Engineering Services – 6 Storm Water Projects - \$474,000.00

Council Discussion led by Chairman Oldham

O Call for Ordinance authorizing a scope of services for engineering services related to the design of stormwater drainage improvements – Mayor Kehde

3. Quote – Cascade Pump for North Plant – FTC Equipment, LLC - \$36,750.36

Council Discussion led by Chairman Oldham

O Call for Ordinance authorizing a sole source purchase of a cascade pump for the North Wastewater Treatment Plant – Mayor Kehde

4. Bid & Agreement – Tree Re-Inventory & Ash Tree Assessment – ACRT Inc. - \$7,808.43

Council Discussion led by Chairman Oldham

O Call for Ordinance authorizing an agreement for a tree re-inventory of approximately 1,531 city park and right-of-way trees and 426 Ash trees – Mayor Kehde

5. Change Order 1 – S4 Water Sales & Service – Water Filtration Plant Media Replacement - \$17,615.45

Council Discussion led by Chairman Oldham

O Call for Ordinance authorizing change order number one for additional labor for the City of Sedalia Water Filtration Plant media replacement – Mayor Kehde

D. COMMUNITY DEVELOPMENT – Chairman Andrew Dawson; Vice Chairman Jeff Leeman

1. Fee Schedule Amendment – Vacant Residential Properties

Council Discussion led by Chairman Dawson

O Call for Ordinance amending Section 10-614 (A) (Registration Fee) and 10-614 (D) (Billing Procedures-Late Penalties) relating to vacant residential properties by incorporating said fees into the fee schedule – Mayor Kehde

2. Rezoning – 501 East 28th, 505 East 28th & 2720 South Ingram – R-1 to C-1

Council Discussion led by Chairman Dawson

○ Call for Ordinance granting a change in zoning classification from R-1 (Single Family Residential) to C-1 (Local Business) on certain property located at 501 East 28th Street, 505 East 28th Street and 2720 South Ingram in the City of Sedalia, Missouri in accordance with Chapter 64, Zoning, of the City Code of the City of Sedalia Missouri – Mayor Kehde

3. Code Adoption – Administrative Search Warrants

Council Discussion led by Chairman Dawson

○ Call for Ordinance amending Chapter 16 (Courts) by adding Article II (Administrative Search Warrants) into the Code of Ordinances of the City of Sedalia, Missouri – Mayor Kehde

4. Property Purchase – Cemetery Land

Council Discussion led by Chairman Dawson

○ Call for Ordinance approving the purchase of rear land property located at the Northwest corner of North Veterans Memorial Drive and East Boonville Street by Warranty Deed by the City of Sedalia, Missouri from Sandra Roberts – Mayor Kehde

5. Property Purchase – 404 East Second Street

Council Discussion led by Chairman Dawson

○ Call for Ordinance approving the purchase of property located at 404 East Second Street by Warranty Deed by the City of Sedalia, Missouri from Britt T. Booth and Eva M. Booth – Mayor Kehde

IV. OTHER BUSINESS

A. APPOINTMENTS – None

B. LIQUOR LICENSES

New (Special Event License)

*Jamie Lewis dba Heroes Restaurant & Pub, 107 W Pine, Warrensburg, MO 64093 – Special Event (The Foundry 324 – Wedding Venue – January 1, 2022) - \$15.00

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

VI. GOOD AND WELFARE

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

A. Roll Call Vote for Closed Door Meeting

B. Discussion of closed items

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

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

VIII. BUSINESS RELATED TO CLOSED DOOR MEETING

A. Motion and Second to reopen regular meeting

B. Roll Call

C. Ordinance to approve acceptance of properties

D. Ordinance to approve acceptance of property

IX. ADJOURN MEETING

A. Motion and second to adjourn meeting

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

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

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



OFFICE OF THE CITY ADMINISTRATOR

To: Honorable Mayor John Kehde & City Council Members
From: Kelvin Shaw, City Administrator
Re: Agenda items for City Council meeting on Monday, December 20, 2021, 6:30 p.m.

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

1. Dawn Jennings, Finance Director will give a brief update on the tax revenue collections.
2. 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.

Public Safety Committee - There are three items for consideration through the Public Safety Committee.

1. Due to a medical condition, a citizen plowed into a vehicle used by the fire department for code inspections and command staff. The vehicle was parked at the time while the inspector was performing an annual inspection. The firefighter / EMT was able to render emergency aid to the driver of the other vehicle and at last report, he is now doing fine. While he regrets the incident, he is thankful that an emergency responder was right there to provide such professional assistance. The insurance company considered the City's vehicle, a 2011 Chevrolet Tahoe, a total loss and they have paid \$15,644.25, which is considered the fair market value. Chief Irwin has located a 2019 Dodge Durango with 19,500 miles on it that the Pettis County Fire District wants to trade for a pickup that will better serve their needs. This unit is already equipped with lights and sirens (approximate \$2,000 cost + installation). The fire district has a hard offer for \$32,000.00 as trade-in for the truck they are purchasing without the lights and sirens. Therefore, they have offered to sell us the vehicle with the equipment left installed for \$34,000.00. Since this purchase was not anticipated in the budget, staff is recommending approval of the purchase through a budget amendment to appropriate the funds for this replacement vehicle utilizing in part the insurance proceeds.
2. Included in the current year strategic plan and resulting budget for animal control services is an initiative to replace the vans used for patrol and transporting animals safely. The current vans are equipped with customized cages built into the specific model of van, which renders them unusable once the van wears out. As discussed during the budgeting process, the re-

placement proposed is to purchase a truck body and equip it with a box. This box is not only more efficient, it will likely outlast the truck and is removable so that it can continue to be used on a new truck when that time comes, making it more financially responsible. The purchase of the truck as been previously approved by Council and is nearing the delivery date to have the box mounted. Staff requested bids for the box and received only one bid. Animal Services Manager, Randi Battson reviewed this company's product and is satisfied with their performance. Staff recommends award of the bid to Jackson Creek Manufacturing, Inc. for \$35,600.00.

3. The current code of ordinances designating the structure of the Firefighter's Retirement Fund Board of Trustees includes, by position, the City Attorney. Since we now contract out these services, staff recommends removing this position from this board's structure. The contracted City Attorney will certainly continue to provide counsel to the City, including this board, but attendance at all meetings of the board is not necessary. Staff recommends approval.

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

1. Public Works Director Brenda Ardrey, will continue this year's presentations of strategic planning for each department. Director Ardrey will present at this meeting an overview of the plans for the water and wastewater departments.

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

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

These presentations will all lead up to and set the stage for the Council strategic planning session on January 8th (the second Saturday in January). During this session, we review the highlights of each of these individual department strategic plans to bring them together into an overall plan for the City to include setting relative priorities. This high-level direction from Council then becomes the basis for the budget development to match that strategy. We will then have budget work sessions February through March, culminating with a budget adoption the last meeting in March.

2. Included in this year's budget are the next two projects under the master plan for storm water improvement. One of these projects is underway. However, staff recommends reallocating the remaining funding to complete the detailed engineering on the next six projects. Completing the engineering work will make these projects "shovel ready", which increases our ability to obtain grant funding greatly accelerating the timeline for completing them. There have been a couple significant Federal initiatives recently passed dedicated to infrastructure projects. Having projects shovel ready will increase our odds of receiving some of these grant funds. Even if we are not successful in securing this funding, the engineering is going to have to be done anyway. Staff recommends approval of reallocation of the budget intent and approval of the addition of the scope of services to the engineering contract with Wilson & Company for \$474,000.00 for the next six storm water projects.

3. A Cascade Pump has failed at the North Wastewater Treatment Plant and repair is not feasible so staff recommends replacement. There is only one vendor that supplies a pump that fits with the related structure. In accordance with our financial management policies, "sole source" purchases require Council approval to ensure transparency. Staff recommends approval of the purchase from FTC Equipment, LLC for \$36,750.36.
4. The City has been successful in obtaining a grant for the past several years to hire consultants to help us manage trees throughout the City. Again, this year, we received a grant for these purposes and Council previously approved the grant agreement. Since then, staff has received a bid and negotiated an agreement with ACRT Inc. to conduct an inventory and assessment of trees for \$7,808.43. Staff recommends approval.
5. Included in the water department strategic plan and adopted budget for this year is the replacement of filter media at the filtration plant. Further, Council approved a contract with S4 Water Sales and Service, LLC for this project. As the contractor started work, they found that the existing filters are built up with calcium deposits to the point of making them more difficult to remove than anticipated. Staff believes that some of this should have been anticipated and the contractor bears some of the responsibility for doing their due diligence prior to bidding. However, the extent of the calcification is possibly more than would have normally been anticipated. Therefore, staff recommends splitting the extra costs with the contractor through approval of a change order to increase the contract sum by \$17,615.45 to cover half of the unanticipated labor and equipment needed to remove the existing filter media.

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

1. In October, Council adopted an ordinance regulating vacant structures. The registration fee and associated late payment fees were coded into the text of the language. For ease of administration and consistency with other code sections, staff recommends incorporating the fees in the fee schedule and amending the text of code to refer to the fee schedule. This does not represent a substantive change in the application of the code nor the amount of the fees.
2. The owner developer of the properties located at South Ingram and East 28th Street submitted an application to change the zoning designation of such properties. Currently these properties are zoned as R-1 Single Family Residential. Since the developer plans to construct multifamily units and possibly a retail establishment, the current zoning would not allow such use. He has requested a change to C-1 Local Business, which would be consistent with his development plans. The surrounding area is already zoned with this C-1 designation as well as R-3 Apartment House. Therefore, the requested zoning and the development would be compatible and complimentary to the area. Likewise, this development is consistent with the planned land use as anticipated in the comprehensive plan. For these reasons, the planning and zoning commission and staff recommend approval of the change in zoning.
3. The Community Development Committee has been working with staff and legal counsel to incorporate a process for obtaining administrative warrants as the need arises. In administering the Code of Ordinances, the executive branch occasionally comes across issues where due process is better served with obtaining a judicial review in order to grant the necessary access to private property for the purpose of enforcing municipal codes. The proposed code outlines the process and grants the legislative authority for a judge to rule under to grant and

limit the powers of administration to enforce the laws, while ensuring the individual rights to due process.

4. The City recently learned that some property adjoining the cemetery was for sale. This property also adjoins, on the other side, the rail spur the City recently constructed through a Federal grant. Therefore, this property will likely be useful in future development or expansion of the cemetery and / or the planned Trans Loading facilities on the rail spur. Currently, the volume and thickness of the underbrush facilitates criminal behavior on the property. Staff negotiated a purchase price of \$40,000.00 for the approximately 10.5 acres of land and recommends approval of the real estate purchase agreement.
5. The property at 404 East Second Street was declared as needing to be demolished by the board of appeals. Mayor Kehde and staff discussed with the owner on their plans for demolition and for future use of the property. Through these discussions, we negotiated a purchase price of \$5,000.00 for the property. Staff recommends approval of the real estate transaction.

A public meeting will be held at 6:30 p.m. on December 20, 2021 in the Council Chambers of the Municipal Building at 200 S. 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, 2022.



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
DECEMBER 6, 2021

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

The Council of the City of Sedalia, Missouri duly met on Monday, December 6, 2021 at 6:30 p.m. at the Municipal Building in the Council Chambers with Mayor John Kehde presiding. Mayor Kehde 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:

Jeff Leeman	Present	Lucas Richardson	Present
Thomas Oldham	Present	Bob Cross	Present
Andrew Dawson	Present	Rhiannon Foster	Present
Tina Boggess	Present	Steve Bloess	Present

SERVICE AWARDS:

35 Year Gift Card/Certificate	Monte Richardson	IT Manager	IT
20 Year Pin/Certificate	Larry Parham	Police Officer	Police
5 Year Pin/Certificate	Anthony Woolery	Laborer	Sanitation

Monte Richardson stated that he started as a patrol officer with the Sedalia Police Department in November 1986, and worked in the Patrol and Investigation bureau, as well as being a crime scene technician, evidence custodian, neighborhood watch coordinator, field training officer and a member of the West Central Missouri Rural Major Case Squad. He was hired as IT Manager for the City in March 2008.

Police Chief Matt Wirt stated that Officer Parham began his career as a recruit in November 2001 and became a full time police officer in August 2002. Officer Parham has been recognized as a regional instructor on gang activity and he has served 4 years with the Drug Enforcement Unit and 6 years as an active member on the Warrant Service Team.

MINUTES: The Council Meeting minutes of November 15, 2021 were approved on motion by Leeman, seconded by Foster. All in favor.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: None

ROLL CALL OF STANDING COMMITTEES:

FINANCE & ADMINISTRATION – Steve Bloess, Chairman; Rhiannon Foster, Vice Chairman

Presentation: Sedalia-Pettis County Economic Development – Annual Report

Jessica Craig, Executive Director of Economic Development Sedalia-Pettis County, stated Economic Development consists of business expansion, business retention, new business

creation and business recruitment. Sedalia and Pettis County have over 70 manufacturers and industrial related companies and all existing businesses create 75%-80% of all new jobs.

Sedalia and Pettis County are marketed as an ideal place for first time investment and build relationships with property owners. Economic Development launched a small satellite office through the State Fair Community College Small Business Development Center. The 1 Million Cups program has featured 22 businesses and organizations and provides access to resources.

In the last 5 years, Economic Development has worked with companies to expand facilities or build new locations which has created 1,398 new jobs, retained 1,630 jobs, brought a total of \$426 million in capital investments, \$80 million in new payroll and an average starting salary of \$56,140.

Covid-19 Emergency Response: Employer Group established in February 2020 consisting of plant managers, human resource managers, safety managers and Pettis County Health Center; 92 consecutive weekly meetings with 2,790 participants for coordinating onsite testing, exposure management and onsite vaccination clinics; assisted 14 companies with pandemic-related crises; business expansions initiated due to consumer buying habits, company consolidations, supply chain and production pressures. Every company has remained open.

Economic Development has facilitated 27 business retention and expansion meetings, sourced 7 active business expansion projects, launched a business recovery program, had 11 companies with manufacturing milestones and featured existing businesses during the 2021 Sedalia Showcase. 32 requests for proposals were responded to in 2021 for businesses looking for a new location and an inventory of high-caliber photos and virtual tours of land and buildings was created with the help of the Sedalia Police Department's drone.

- The City's agreement with AT&T to provide network connectivity between facilities expired and the City has been on a month-to-month arrangement. To add the services needed for the Heckart Community Center, a new agreement needs to be in place. Staff reached out to AT&T to negotiate a new arrangement that would include adding the community center under a 48-month agreement. To prevent holding up the timeline to open the community center, Mayor Kehde approved moving forward with the agreement and Staff recommends approval to ratify the agreement.

BILL NO. 2021-170, ORDINANCE NO. 11473 – AN ORDINANCE AUTHORIZING A CONTRACT RENEWAL AGREEMENT WITH AT&T FOR NETWORK ON DEMAND SERVICES was read once by title.

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

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

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

PUBLIC SAFETY – Tina Boggess, Chairwoman; Bob Cross, Vice Chairman

Strategic Planning Presentation – Police Department

Police Chief Matt Wirt, gave an overview of Police Department operations and goals. There have been 32,587 calls for service which include 8,126 traffic stops, 1,794 arrests/issued citations and 107 interactions with Juveniles. The Department is involved with community events and services including the Christmas Parade, "Shop With A Cop", therapy dog services, community charities

and increased social media presence. The Police Department has hosted 525 hours of training and officers have received 3,200 training hours this year.

Strategic Planning:

- **Police:** Provide tasers for all detectives; research and explore additional non-lethal devices (i.e. rubber bullets, bean bags and pepper balls); WRAP system in every marked patrol car; special operation fund for problem orientated policing; focus on crime and drug resolution; resolve neighborhood problems using nuisance ordinances, community feedback and working together; continue hiring incentive program or paying for police academy; improve department culture and environment; competitive pay; create work environment focused on community related goals; continue career growth and instructor training programs; additional pilots and drones to be more versatile and available for other departments; more indoor/outdoor/night vision capabilities for Drone Unit; provide services to other city departments
- **Community Services & Engagement:** Engage community to solve problems through Problem Oriented Policing; continue Citizen's Police Academy; public engagements with positive learning experiences; understand police's role within the community; in 2021 there were 395 engagements and 5,098 views per week on social media posts.
- **Training:** Host highway safety, state sponsored training and Crisis Intervention Training for all officers; stay ahead of trends; continue in-service state and federal required training; training for physical skills, firearms, non-lethal weapons and driving.
- **Technology:** Replace remaining police car laptops by FY 2023; create plan for patrol car police radio replacement program; create plan for body camera replacement in next 5 years.
- **Future:** Focus on recruitment and retention with valuing personnel; establish positive community relationships while solving problems; Crisis Intervention Training for mental health issues within the community and department.

Strategic Planning Presentation – Fire Department

Fire Chief Matt Irwin stated the Fire Department has 43 total members, 2 stations, 2 engines and 1 ladder truck. The Fire Department's Mission Statement is "For Them", which is a mindset that puts the community first. There have been 2,183 emergency calls for service including 97 fire reports, 1,524 Emergency Medical Service runs and 167 motor vehicle accidents. The department has completed 1,229 inspections and documented 11,264 event interactions that include child safety seat installations, smoke detector services, tours and prevention activities.

Fire Department employees are required by ISO to have 228 annual training hours plus additional hours required to maintain certifications. In the last 3 years, over 130 certifications have been added. There are new educational requirements for Driver Operator core/pumper/aerial, Fire Instructor I & II, Live Fire Instructor, Fire Officer I & II, Incident Safety Officer, Fire Investigator and Fire Inspector I & II. The Fire Department would like to begin offering CPR Training to the public.

Short Term Needs: Replace Engine 2 within next fiscal year at approximate cost of \$750,000.00; additional staff vehicle at a cost of approximately \$39,000.00.

3 Station Model: Close station on Hancock and open 2 new stations; benefits include reduced response times, ability to manage multiple calls at once, increased staffing to improve safety and proposed park locations to help meet public relation goals; security systems added to

headquarters and new park stations. Benefits to opening park locations include being in the heart of the community, added level of park safety, no land acquisition needed and perfect locations to achieve ISO 1.5 road miles.

Implementation:

1. **FY 2023** – Professional design work both stations
2. **FY 2024** – Start construction on Hubbard Park Station; start construction on new engine for the station; apply for SAFER Grant.
3. **FY 2025** – Major hiring cycle – 15 needed
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.

Squad Deployment Model: Add 3 squad trucks used for medical responses and search and rescue; specialized squad trucks for extrication, tech rescue and light & air; split engine crews; reduced wear and tear on larger apparatus; cheaper to replace and maintain; allow for faster response times, handling multiple calls, and increased personal relations events; allows more personnel on scenes to accomplish same task.

Implementation:

1. **FY 2023** – Purchase 2 squads (Extrication; Light & Air); place squads in service upon arrival (split existing crews); purchase Engine 2 replacement as planned.
2. **FY 2025** – Purchase 3rd squad (Tech Rescue); Place in service in new Hubbard Station.

Split Crews/Staffing: 2 person companies not ideal for fire suppression but allows more personnel on scene to accomplish same task; additional firefighters will need to be added to each engine in the future as the city changes; personnel will be added over multiple years. Currently, each shift has 10 firefighters on duty and 13 total per shift, with 3 stations there would be 14 firefighters on duty and 18 total per shift, and long term future staffing would be 17 firefighters on duty with 22 total per shift.

Long Term Goals: Medical UTV to assist in off-road capabilities and community events; training center behind Hubbard Station for multi-purpose use, hosting regional courses and Firefighter I & II certification classes; Stations 4 & 5 dependent on future growth (Station 4 South of town near Smith Cotton High School; Station 5 North of town near Nucor).

- The Missouri Office of Homeland Security's Counter Terrorism Program trains and equips officers for terrorism prevention. Through the program, the Police Department was awarded 2 grants for the total amount of \$10,733.49 for a night vision monocular and a dual band portable radio.

RESOLUTION NO. 1944 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI AUTHORIZING AN INCREASE IN BUDGETED EXPENDITURES FOR THE FISCAL YEAR 2021-2022 RELATING TO THE PURCHASE OF A NIGHT VISION MONOCULAR AND DUAL BAND PORTABLE RADIO FOR THE POLICE DEPARTMENT was read once by title and approved on motion by Oldham, seconded by Leeman. All in favor.

BILL NO. 2021-171, ORDINANCE NO. 11474 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2021-2022 REGARDING THE PURCHASE OF A NIGHT VISION MONOCULAR AND DUAL BAND PORTABLE RADIO FOR THE POLICE DEPARTMENT was read once by title.

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

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

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

PUBLIC WORKS – Thomas Oldham, Chairman; Lucas Richardson, Vice Chairman

- J. Richardson Construction was the lowest bidder at a cost of \$176,709.20 for storm drainage improvements project area 4A which includes the area of 7th and Park.

BILL NO. 2021-172, ORDINANCE NO. 11475 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR STORM DRAINAGE IMPROVEMENTS PROJECT AREA 4A was read once by title.

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

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

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

- Submersible pumps at the Central Wastewater Treatment Plant have reached their life span and are failing. An agreement with FTC Equipment, LLC for pump replacement, Resolution authorizing a budget increase and an Ordinance amending the budget need to be approved. Cost \$112,089.00.

BILL NO. 2021-173 ORDINANCE NO. 11476 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR REPLACEMENT OF INFLUENT SUBMERSIBLE PUMPS AND ACCESSORIES AT THE CENTRAL PLANT was read once by title.

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

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

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

RESOLUTION NO. 1945 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI AUTHORIZING AN INCREASE IN BUDGETED EXPENDITURES FOR THE FISCAL YEAR 2021-2022 RELATING TO THE REPLACEMENT OF INFLUENT SUBMERSIBLE PUMPS AND ACCESSORIES was read once by title and approved on motion by Leeman, seconded by Oldham. All in favor.

BILL NO. 2021-174, ORDINANCE NO. 11477 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2021-2022 REGARDING THE REPLACEMENT OF INFLUENT SUBMERSIBLE PUMPS AND ACCESSORIES AT THE CENTRAL PLANT was read once by title.

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

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

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

- Hettinger Excavating went 119 days past their substantial completion date which resulted in liquidated damages on contract number 3 for 2018 Water System Improvements. Change Order Number 3 is for a deduction in costs in the amount of \$26,845.00.

BILL NO. 2021-175, ORDINANCE NO. 11478 – AN ORDINANCE APPROVING AND ACCEPTING CHANGE ORDER NUMBER 3 FOR A DEDUCTION IN COSTS RELATED TO 2018 WATER SYSTEM IMPROVEMENTS CONTRACT NUMBER 3 was read once by title.

2nd Reading – Motion by Leeman, 2nd by Cross. All in favor.

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

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

- Staff negotiated an annexation and utility services agreement with Greg Chaplin who is the owner of Sunset Village Mobile Home Park located off of Main Street. The actual mobile home park is not being annexed, but 3 tracts of land around will be used to construct utility easements for the Central Wastewater Treatment Plant.

BILL NO. 2021-176, ORDINANCE NO. 11479 – AN ORDINANCE AUTHORIZING AN ANNEXATION AND UTILITY SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND GREGORY Z. AND KELLY J. CHAPLIN TR FOR CONNECTION OF PROPERTY LOCATE IN PETTIS COUNTY, MISSOURI TO THE CITY OF SEDALIA’S SANITARY SEWER AND WATER SYSTEM was read once by title.

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

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

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

- When the Water Department was brought into the City, staff learned that there was a lack of policies and procedures on how to operate the department and they were not clearly written and needed updating. The Public Works Committee and Staff created formal policies consisting of how customers need to apply to access service, leak adjustments and customer responsibilities.

BILL NO. 2021-177, ORDINANCE NO. 11480 – AN ORDINANCE ADOPTING FINANCE DEPARTMENT UTILITY BILLING POLICY AND PROCEDURES was read once by title.

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

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

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

COMMUNITY DEVELOPMENT – Andrew Dawson, Chairman; Jeff Leeman, Vice Chairman – No Report

APPOINTMENTS:

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

Animal Advisory Control Board

Amy Staus – 2673 S Marshall – Completing Joleigh Cornine’s Term – Ending June 2022

BIDS:

- Storm Drainage Improvements Project Area 4A – November 3, 2021
- Replacement of Influent Submersible Pumps & Accessories/Central Plant – November 5, 2021

LIQUOR LICENSES:

The following new/renewal Liquor Licenses were read and approved on motion by Oldham, seconded by Dawson. All in favor.

New:

*Stacey Fitterer dba Fitter's 5th Street Pub – Sierra Bullets Christmas Party – December 11, 2021
Missouri State Fairgrounds – Lowell Mohler Assembly Hall – 5PM-10PM – Special Event License

Renewal:

*Kelly Wertz-Black dba State Fair Spirits LLC, 1419 S Limit, Packaged Liquor, Tasting Permit &
Sunday Sales

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilman Bloess stated the Downtown Thanksgiving Celebration, Liberty Park Christmas lights, and Christmas Parade have been great this year. City Administrator Kelvin Shaw thanked everyone who participated in the Christmas Parade, as well as the Sedalia Fire Department, Sedalia Police Department and Public Works for implementing extra safety precautions.

GOOD & WELFARE: None

The meeting adjourned at 8:24 p.m. on motion by Leeman, seconded by Dawson to a closed door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate), 3 (Personnel Matters) and 9 (Discussion with Representatives for negotiations with Employee Groups) of section 610.021 RSMo. Roll Call Vote: Voting "Yes" were Leeman, Oldham, Dawson, Boggess, Richardson, Cross, Foster and Bloess. No one voted "No".

The Regular meeting reopened at 11:04 p.m. on motion by Oldham, seconded by Leeman. All in favor.

ROLL CALL:

Jeff Leeman	Present	Lucas Richardson	Present
Thomas Oldham	Present	Bob Cross	Present
Andrew Dawson	Present	Rhiannon Foster	Present
Tina Boggess	Present	Steve Bloess	Present

The regular meeting adjourned at 11:05 p.m. on motion by Oldham, seconded by Richardson. All in favor.

THE CITY OF SEDALIA, MISSOURI



John Kehde, Mayor



Arlene Silvey, MPCC City Clerk



Let's Cross Paths

PLANNING & ZONING COMMISSION

Wednesday, November 3, 2021

Council Chambers

5:30 pm

Planning & Zoning Commission

Greg Nehring	Present	Jeff Leeman	Present
Ann Richardson	Present	Teresa McDermott	Absent
John Kehde	Present	Brenda Ardrey	Present
Valerie Bloess	Absent	Connie McLaughlin	Present
Kevin Wade	Present	Jordan Tatum	Absent
Chris Marshall	Present		

STAFF:

John Simmons
Devin Lake
Jilene Streit

Kevin Wade, Chairman called the meeting to order & opened the public hearing at 5:34 pm.

- Re-zoning of section of parcel on E 24th & Special Use Permit. John Simmons started with re-zone of E 24th. Comes to us from Theron Broadfoot on behalf of JML Contracting & Properties LLC are planning to build multi-family housing units at this site. Noted a small portion of the property that is zoned R-1 that needs to be changed to R-3 to make the entire parcel R-3 Apartment house. R-3 Apartment house is the surrounding uses & zonings & well as R-1 to the east & is city property connected to the Animal Shelter property. No comments or concerns from the board or audience.
- Special Use Permit application for 1807 W Broadway. Applicant is Gary Buster of KGI Wireless on behalf of Verizon Wireless & propose a 150' monopole. Surrounding is C-3, C-1 to the south 10th St apartments. Meets all requirements of City codes & zoning code with setback from other residential structures of more than 100 feet. Provides for a buffer with fence around the leased property that should take care of any sheeting ice coming from the monopole. If recall, have allowed these in the past behind Liberty Park Stadium as well as on E Broadway. Representative from KGI Wireless in audience with no comments. No comments or concerns from the board or audience.

Kevin closed the public hearing at 5:38 pm.

Roll Call was taken.

Ann Richardson made the motion to approve the July 28, 2021 minutes. Chris Marshall seconded the motion. All approved.

Old Business:

➤ None

New Business:

- Re-zone section of parcel on E 24th – Present zoning R-1 Single Family Residential, requesting R-3 Apartment house for the small portion to make all of the property R-3 Apartment house. Staff recommends approval of application for the following reasons:
1. Compatible with surrounding & neighboring uses focused on single family residential use. John Simmons noticed the wording should be multi-family residential use. Please note this will be changed.
 2. Future land use direction according to the 2013 Master Plan as well as the current Master Plan indicate this should be maintained as a residential area.
 3. Zoning should be granted to make entire property developable as intended by current zoning of the large parcel, however, there is an additional question the developer will have at Board of Adjustments regarding setbacks that they will have to sort through in a different meeting. Staff questions why this corner wasn't zoned R-3 apartment house in the beginning, couldn't find any records.
 4. Would be in the general interest of the public.

Mayor Kehde made the motion to approve the request for re-zoning. Jeff Leeman seconded the motion. 7 – YES; 1 – ABSTAIN; 0 – NO

- Special Use Permit for 1807 W Broadway – KGI Wireless on behalf of Verizon Wireless on property owned by MMT Investments LLC. Request Special Use Permit for construction of 150' monopole tower. Current zoning is C-3 Commercial & has physical therapy business located on the property. Commercial zoning to the north, east & west & is populated with commercial businesses. C-1 local business to the south & contains multi-family residential. Residential structures are located more than 150 feet from the proposed monopole. Staff recommends the application for the Special Use permit be approved for the following reasons:

1. This type of use permit indicates a use covered that is generally allowable, allows the applicant to exceed the height regulations. State statute guidelines & requirements are also being followed.
2. The proposed use of the property will not injure the appropriate use of neighboring property & will conform to general intent & purpose.
3. Information regarding broadband services.
4. Proposed use of the property will improve infrastructure services through expanded & enhanced cell phone coverage.

Mayor Kehde made the motion to approve the Special Use Permit. Connie McLaughlin seconded the motion. All approved. 8 – YES.

These items will go to the November 15, 2021 Council Meeting.

Other Business:

Next meeting – December 8, 2021

John will give Comprehensive Plan booklets to the members.

Jeff Leeman made the motion to adjourn the meeting. Chris Marshall seconded. All approved.

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 19, 2022 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 19, 2022 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 2022 Sedalia Lions Club Pub Crawl event to be held on March 19, 2022, 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 20th day of December, 2021.

Presiding Officer of the Council

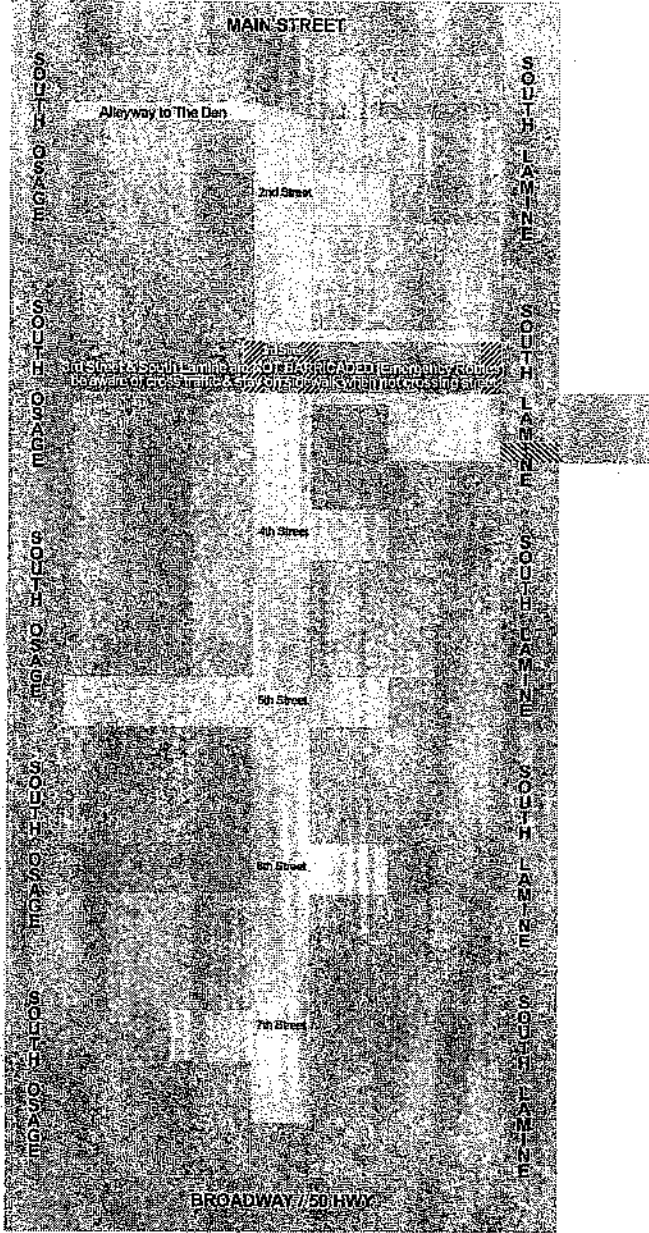
Approved by the Mayor of said City this 20th day of December, 2021.



John Kehde, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

Sedalia Lions Club Pub Crawl March 19, 2022
Open Container / Barricade Map - Updated 12/3/21



-  Pub Crawl Open Container Area
-  Pub Crawl Open Container Area (Barricaded Route)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI
AUTHORIZING AN INCREASE IN BUDGETED EXPENDITURES FOR THE FISCAL
YEAR 2021-2022 RELATING TO THE PURCHASE OF A 2019 DODGE DURANGO
FOR THE FIRE DEPARTMENT.**

WHEREAS, the fire department has requested permission to purchase a 2019 Dodge Durango, which is equipped with emergency warning equipment, from the Pettis County Fire District. This vehicle will replace the 2011 Chevrolet Tahoe that was totaled; and

WHEREAS, a budget amendment is necessary for the proper administration, documentation, and expenditure for the expense referenced above.

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

Section 1. The City Council of the City of Sedalia, Missouri hereby authorizes the increase in expenditures in the budget for the Fiscal Year 2021-2022 for the purchase of a 2019 Dodge Durango in the sum of Thirty-Four Thousand Dollars (\$34,000.00). Said purchase shall be offset by the insurance proceeds received for the 2011 Chevrolet Tahoe in the sum of Fifteen Thousand Six Hundred Forty-Four Dollars and 25/100 (\$15,644.25).

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

PASSED by the Council of the City of Sedalia, Missouri, this 20th day of December 2021.

Presiding Officer of the Council

ATTEST:

Arlene Silvey, MPCC
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2021-2022 REGARDING THE PURCHASE OF A 2019 DODGE DURANGO FOR THE FIRE DEPARTMENT.

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

Section 1. The 2021-2022 fiscal year budget beginning April 1, 2021 and ending March 31, 2022 is hereby amended to acknowledge receipt of the MOPERM insurance proceeds for the 2011 Chevrolet Tahoe, which was totaled, and to increase the expenditures related to the purchase of a 2019 Dodge Durango for the Fire Department as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 20th day of December 2021.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of December 2021.

John Kehde, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

Exhibit A
City of Sedalia
FY22 Budget Amendment 12/20/2021 - 2019 Dodge Durango for Fire Department

Account / Description	Current Budget	Change	Amended Budget	Comments
Revenue / Anticipated Receipt of Funds				
10-00-510-00 Misc. Income - Insurance	-	15,644.25	15,644.25	MOPERM Proceeds for 2011 Chevrolet Tahoe
Total Expenditures / Uses of Funds		<u>15,644.25</u>		
Expenditures / Uses of Funds				
10-62-351-10 Vehicles	-	34,000.00	34,000.00	Purchase of 2019 Dodge Durango
Total Expenditures / Uses of Funds		<u>34,000.00</u>		
		<u>(18,355.75)</u>		Net Decrease In Projected Fund Balance

Sedalia Fire Department
DEPARTMENTAL MEMORANDUM
Office of the Fire Chief

To : City Administrator Kelvin Shaw

From : Fire Chief Matthew Irwin

Date : November, 30th 2021

Ref : Dodge Durango Purchase

As Fire Chief, I would recommend the following immediate purchases not previously requested in the budget proposal:

In order to replace the 2011 Chevy Tahoe that was unfortunately totaled in an accident, The Pettis County Fire protection District is selling their Dodge Durango in order to purchase an additional pickup truck. The fire district is offering this vehicle to the city of Sedalia for a price of \$34,000.00 and includes all emergency warning equipment on the vehicle. It is a 2019 Durango with 19,xxx miles on it.

I am requesting a budget amendment of \$34,000.00 to purchase this vehicle. Insurance has settled with the city for the totaled Tahoe in the amount of \$15,644.25 that would be returned to the city's general revenue. Making the net cost of this vehicle \$18,355.75.

To: Kelvin Shaw

From: Randi Battson

Date: 12/01/2021

Subject: Sedalia Animal Control truck box purchase

This memo requests approval of the bid for purchase of an Animal Control Truck Box at the Sedalia Animal Shelter by Jackson Creek Manufacturing, Inc. The bid from Jackson's Creek is the only bid that was received. As this is a specialty item I was not surprised at the lack of bids turned in. I have viewed this company's craftsmanship in person and was very satisfied with their products. The budgeted amount set for this purchase was \$30,000.00. Since the completion of the budget the price of materials – specifically metal – has risen considerably. This box will be mounted to the F250 that council approved the purchase of this summer. Unlike our animal control vans, the box isn't rendered useless after the life of the vehicle. The animal cages and air systems in the vans are not removable to be place in a new van as they are custom made to the model of each van. This box is removable and when the lifespan of the truck is up the box can be removed from the chasis of the truck and placed on another truck of the same bed length. I ask that council approves the purchase of this animal control box as this purchase should be a more budget friendly option for the Animal Services Department for years to come.

Item Bid:	Animal Control Box for Truck F250
November 15, 2021	
Vendor Name	Jackson Creek Manufacturing, Inc
Vendor Address	P.O. Box 37 318 Klopman Mill Rd Denton, NC 27239-7795
Vendor Phone	888-221-7823
Amount of Quote	\$35,600.00

Thank you.

Randi Battson

Sedalia Animal Shelter

Tabulation of Bids

**Animal Control Box
November 30, 2021 @ 2:00 p.m.
Council Chambers**

Jackson Creek Manufacturing Inc. Attn: Warren Brown P.O. Box 37 Denton, NC 27239	
Total Proposed Cost	\$35,600.00
Cost - Delivery	\$1,700.00 (Included)
Grade (Make & Model)	2021 SSCMD17
Delivery	120-150 Days ARO
<u>Manufacturer Warranty</u>	3 year/36000 miles
Electrical Systems/Components	3 year/36000 miles
Other Parts	
Extended Warranty	No extended warranty available on unit
Meet Specs	YES
Additional Charges	No

PROPOSAL PACKAGE

Animal Control Box

The City of Sedalia intends to purchase 1 animal control box to fit 2022 F250

1) NOTICE TO BIDDERS

2) INFORMATION TO BIDDERS

3) SPECIFICATIONS

4) BID FORM REQUEST

PART I: NOTICE TO BIDDERS

The City of Sedalia will receive proposals for the purchase of 1 new animal control box for the Sedalia Animal Control. Specifications are available in Part III.

Bids **must** be manufacturer specific for 2022 Ford F-250 with a bed delete.

Proposal forms provided by the City of Sedalia shall be used.

All such proposals as provided for herein shall be sealed and filed with the City Clerk at or prior to **November 30th, 2021 at 2:00 p.m.**, at which time the proposals will be opened.

Delivery of vehicle(s) and complete billing for payment **must** to be completed **prior to March 1st, 2022.**

Any proposal received after the above stated date and time will be discarded.

The City of Sedalia retains the right to reject any and all proposals submitted, and to waive any informality contained in any proposal. The City of Sedalia reserves the right to accept the proposal deemed most advantageous to the City.

Additional details concerning the requirements for submitting a proposal may be obtained from the office of the City Clerk at the Municipal Building, 200 S. Osage Ave, Sedalia, MO 65301-4334.

PART II: INFORMATION TO BIDDERS

Sealed proposals for the purchase of the animal control truck box specified in the attached specification will be received until 2:00 p.m., on November 30th, 2021 at the office of the City Clerk, Sedalia, Missouri.

Bids must be manufacturer specific (**compatible with 2022 Ford F250 with bed delete**).

No proposals will be accepted after the above stated time and date. A complete tabulation of the proposals received will be presented for consideration to the City Council at their meeting.

Any qualified agent or company desiring to submit a proposal for the Animal Control box may do so, but must submit such proposal on the form furnished by the City of Sedalia, Missouri. Alternate proposals may be proposed by any company provided however, that no alternate proposal will be considered unless the company has first proposed a complete proposal as requested by the City for this purpose.

The successful company shall be required to comply with all the licensing provisions of the City of Sedalia. The proposal furnished the City must be submitted on the bid form enclosed with this packet. It is understood that no alternate proposal will be considered unless the bid form provided by the City of Sedalia has been fully completed.

Each bid form should be submitted with detailed information attached to the bid form. This detail breakdown should include all costs associated with the proposal. Also, any other information such as picture brochures, and other information describing the respective Animal Control truck box proposed should be included.

The City of Sedalia retains the right to reject any and all proposals submitted, and to waive any informality contained in any proposal.

The City of Sedalia reserves the right to accept the proposal deemed most advantageous to the City.

This procedure is in accordance with the provisions of Ordinance No. 6626 of the City of Sedalia, Missouri. Additional information or questions concerning this request may be directed to the office of City Clerk (660/827-3000).

PART III: SPECIFICATIONS FOR ANIMAL CONTROL TRUCK BOX

A complete copy of this checklist must be returned with accompanying bid form to constitute a responsive bid

This specification covers only Full Size chassis mounts which are suitable for animal control work, containing and/or equipped with recommended animal control packages, including but not limited to the items listed below. This truck box shall be new.

General Bid Specifications: Animal Control Chassis Mount Box

Model Selected: Animal Control Chassis Mount Unit

Does bid meet specifications

TO BE COMPLETED BY: Warren Brown

BIDDER: Jackson Creek Mfg., Inc.

YES NO

1 At least six (6) ventilated Compartments YES

2 All compartments must have floor drains for wash out YES

3 Fits a 2022 F250 with a bed delete YES

4 Air Conditioning/Heat Unit: Ducted air conditioner and heating system that matches with the 2022 F250 system with temperature monitor read-out in truck cab. YES

- 5 Body: Made of stainless steel and insulated YES
- 6 Side Compartment Lift: hydraulic lift to prevent physical lifting of large animals YES
- 7 Rear lift gate with storage area YES
- 8 Lighting to include all DOT requirements YES
- 9 Lighting to be all LED YES
- 10 storage boxes for animal control tools to be included on box YES

A. Other Information:

It shall also be the manufacturer's responsibility to provide to the City of Sedalia with any extended warranties that are available on the animal control box that may be considered in the selection of the best bid.

The successful vendor will guarantee the price per unit to the

City of Sedalia for a period of not less than 90 days in case additional orders are made.

Any deviation from specifications shall be marked and an explanation of that deviation made.

This animal control box will be utilized in the normal marked fleet operations of the Sedalia Animal Control

BID FORM

Animal Control Chassis Truck Box compatible with a 2022 F250 with bed delete.

DUE DATE: November 30, 2021, 2pm

TOTAL PROPOSED COST OF BID	<u>\$35,600.00</u>
COST FOR DELIVERY TO THE CITY OF SEDALIA	<u>\$1,700.00 (included)</u>
GRADE (MAKE & MODEL) OF PROPOSED BOX	<u>2021 SSCMD17</u>
PROPOSED DELIVERY OF THE VEHICLE	<u>120-150 Days ARO</u>
MANUFACTURER WARRANTY ON BOX	<u>3 year/36000 miles</u>
ELECTRICAL SYSTEM AND COMPONENTS	<u>3 year/36000 miles</u>

OTHER PARTS OF THE VEHICLE

IS EXTENDED WARRANTY AVAILABLE, IF YES, DESCRIBE BELOW THE

WARRANTY AVAILABLE, COST AND LIMITATIONS:

No extended warranty available on unit

DOES YOUR BID MEET ALL THE SPECIFICATIONS LISTED EXCEPT THOSE YOU

HAVE NOTED IN THE ATTACHED BID CHECKLIST? YES NO

ARE THERE ADDITIONAL CHARGES NOT LISTED IN YOUR BID? (IF THE ANSWER IS YES, PLEASE SPECIFY BELOW). No

LIST ANY ATTACHED INFORMATION SUCH AS: PICTURES/BROCHURES OF THE PROPOSED SYSTEM, TYPES OF SPECIAL FEATURES NOT CONSIDERED, AND OTHER INFORMATION ON THIS PROPOSAL.

Brochure, Warranty, Quote

Bidding Company: Jackson Creek Mfg., Inc.

Bidding Agent: Warren Brown, President

Address: P.O. Box 37, Denton, NC 27239

Date: 11/15/2021

Phone: 336-859-4561

Agent's Signature: 

Date: 11/15/2021

ON THE FRONT OF YOUR BID ENVELOPE MARK:

SEDALIA ANIAML SHELTER – ANIMAL CONTROL BOX BID

Mail To: Arlene Silvey, City Clerk

200 S. Osage Avenue

Sedalia, MO 65301-4334



P.O. Box 37
318 Klopman Mill Rd.
Denton, N.C. 27239
www.jacksoncreekmfg.com

Info.: (336) 859-4561
Orders: 888-221-7823

Thank you for the purchase of a *JACKSON CREEK* animal transportation unit. If properly take care of, you will receive years of service from your *JACKSON CREEK* unit. We would like to take this opportunity to make you aware of some of the features of your *JACKSON CREEK* unit.

MAINTENANCE:

Cleaning: You should always use mild detergents when cleaning your *DIAMOND DELUXE* unit. Never use harsh chemicals or cleaner with abrasives as they can scratch and/or discolor the finish on your unit. If you want to maintain the shine as much as possible we recommend that when you first purchase your unit to put a couple coats of a high quality automotive wax on your box. Always use a wax that is made for "clear coat finished". Some of the other waxes have fine abrasives that will leave scratches on the finish when polished. Should you ever decide to polish your box using the wax will make polishing much easier. For polishing we recommend using an aluminum polish made for aluminum wheels. If your unit is a *JACKSON CREEK* stainless steel model, simply wash with detergent to clean. Should your stainless steel model get a stain it can normally be removed using a stainless steel appliance cleaner readily available at any department or hardware store.

Adjustments: If your *DIAMOND DELUXE* unit has top storage, the U-Bolts on the lid are adjustable. If your lid gets out of adjustment and does not shut tightly, simply loosen the nuts on the U-Bolt and move the U-Bolt up (towards the lid) slightly. Make minor adjustments, retighten the nuts and try shutting the lid. If the lid still does not shut tightly repeat the procedure until you achieve the desired tightness. We also recommend that you occasionally apply a small amount of grease to the U-Bolt where it strikes the latch. This will help keep the lid latching smoothly. If your doors have T-handles they are also adjustable. On the inside of the door is a Cam that is positioned on the back of the T-handle. This cam rotates inside of the door jamb to hold the door closed. If the door is either loose when latched or if it is hard to close the cam can be adjusted simply by loosening the allen screw on the back side of the cam. To tighten the door, move the cam towards the inside of the door. To loosen the door, move the cam away from the inside of the door. Again, make minor adjustments, retighten the allen screw and try the operation of the latch.

WARRANTY:

All *DIAMOND DELUXE* portable animal transportation units have a one (1) year warranty from the date of purchase. All *JACKSON CREEK* trailers and animal control truck units have a two (2) year warranty from the date of purchase. All *JACKSON CREEK* stainless steel animal control truck units have a three (3) year, 36,000 miles warranty from the date of purchase. Jackson Creek Mfg., Inc. will replace or repair any fault in workmanship or faulty component installed on a unit. Repair or replacement must be done at our facility in Denton, NC and it is your responsibility to transport the unit to our facility. Under some circumstances we will have repair work performed at an off site location but this must be pre-approved by our customer service department and at the sole discretion of Jackson Creek Mfg, Inc. Under no circumstances will we repair, replace or warranty any damage due to abuse, abnormal use or any use of a *JACKSON CREEK* product other than what it was designed for. Any of the above will make null and void any warranty made by Jackson Creek Mfg., Inc, verbal, written, implied or otherwise.

DISCLAIMER:

Jackson Creek Mfg., Inc. does everything possible to make our product a safe and a pleasant experience for your animal transporting. We do ask you to inspect your unit before using. We do our best to inspect every unit during the building process and again before shipping and we ask you to do the same also. If you have any questions or comments, please let us know. One of the best ways to improve our products is by listening to the suggestions of our customers. Direct questions or comments to the address above.

Thank You for Your business and God Bless

Jackson Creek Manufacturing Inc.

P.O. Box 37
 318 Klopman Mill Rd.
 Denton, NC 27239-7795

Quote

Date	Quote #
11/15/2021	13676

Name / Address
Sedalia Animal Control 2420 S. New York Ave. Sedalia, MO 65301

Ship To

Terms	Rep	Project
Net 30	WB	

Item	Description	Qty	Cost	Total
SSCMD17	Stainless Steel Chassis Mount Deluxe Animal Control Truck Body; All aluminum framework prevents rusting and reduces weight; Insulation on roof, floor, end wall and divider walls; stainless steel interior and exterior; Side compartment lift allows large animals to be ground loaded reducing the need for physical lifting; Exterior doors have heavy duty locking stainless steel slam latches keyed alike with gas struts to hold door open and operable louver panels; Interior safety door with catch-pole slot; 12-volt high output exhaust fan; AC/Heat (ties in to truck system, requires R134A system) with controls in cab of truck; Storage compartment on each side at rear of unit (includes carpeted shelves); Rear Lift Gate with large storage area; All compartments have floor drains, all animal compartments have removable heavy rubber floor mats; rear bumper built into unit; side skirts to bottom of body line with clear lights; stainless steel hinges and latches; All lights are LED lights; lighting includes interior lights in all animal compartments, all DOT required lighting, rear scene lights, rear directional arrow bar light, top rear strobe light; roof rack; interior temperature monitor with digital read-out in truck cab ***Requires Factory Rear Camera to meet Federal Standards****	1	33,075.00	33,075.00T
Install CM	Mounting on 2022 Ford F250 Bed/Delete, 56" CA	1	825.00	825.00T
Shipping	Installation of SSCMD unit Delivery of Completed Truck/Body to Sedalia, MO	1	1,700.00	1,700.00T
Total				

Jackson Creek Manufacturing Inc.

P.O. Box 37
 318 Klopman Mill Rd.
 Denton, NC 27239-7795

Quote

Date	Quote #
11/15/2021	13676

Name / Address
Sedalia Animal Control 2420 S. New York Ave. Sedalia, MO 65301

Ship To

Terms	Rep	Project
Net 30	WB	

Item	Description	Qty	Cost	Total
	<p>***Quote is Valid for 30 (Thirty) Days*** ***Delivery 120 - 150 (One Hundred Twenty- One Hundred Fifty) Days ARO*** Jackson Creek Mfg., Inc. P.O. Box 37 Denton, NC 27239 PH# 888.221.7823 FAX# 336.859.4562 Contact: Warren Brown, wbrown@jacksoncreekmfg.com *****Jackson Creek Mfg., Inc. is a NATM certified trailer manufacturer***** *****All Truck Body Installations Meet FMVSS 111 Requirements*****</p> <p>Out-of-state sale, exempt from sales tax</p>		0.00%	0.00
Total				\$35,600.00

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 40-294 OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI RELATING TO THE FIREFIGHTER'S RETIREMENT FUND BOARD OF TRUSTEES BY REMOVING THE POSITION OF CITY ATTORNEY FROM SAID BOARD.

WHEREAS, it is necessary to remove the position of City Attorney from the Firefighter's Retirement Fund Board of Trustees.

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

Section 1. Section 40-294 of the Code of Ordinances of the City of Sedalia, Missouri is hereby amended to read as follows:

"Sec. 40-294. - Composition; election of certain members; officers; compensation and expenses.

The board of trustees of the firefighters' retirement fund shall consist of the mayor, the city clerk, the fire chief, the finance director, three members of the fire department elected by the members thereof and one member of the retired or pensioned list elected by the retired or pensioned members, such election to be held on the first Monday in June for the term of three years. The three elected fire department members shall be elected for terms of three years, with one member standing for election each year on the first Monday in June, except that for elections held in June 1990, the fire department members shall elect one member for a one-year term, one for a two-year term and one for a full three-year term. The board of trustees shall elect by a majority vote of its members from its membership a president, and a secretary, who may but need not be one of its members, and the city clerk shall be ex officio treasurer of the board. The compensation of all persons engaged by the board of trustees and all other expenses of the board necessary for the operation of the pension firefighter's retirement fund shall be paid at such rates and in such amounts as the board of trustees shall approve."

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 20th day of December, 2021.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of December, 2021.

John Kehde, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A SCOPE OF SERVICES FOR ENGINEERING SERVICES RELATED TO THE DESIGN OF STORMWATER DRAINAGE IMPROVEMENTS.

WHEREAS, the City of Sedalia, Missouri has received a scope of services from Wilson & Company, Inc. for engineering services related to the design of stormwater drainage improvements for project area 28 (West 16th and South Park), project area 2 (West 16th and South Ohio), project area 14 (South Center and East Broadway), project area 30 (West 9th), project area 8 (Liberty Park Boulevard and South Park) and project area 35 (West 13th); and

WHEREAS, under the attached scope of services, the City of Sedalia, Missouri, shall pay Wilson & Company, Inc. lump sum amounts as follows:

- Project Area 28 - \$163,000.00
- Project Area 2 - \$62,500.00
- Project Area 14 - \$74,000.00
- Project Area 30 - \$62,500.00
- Project Area 8 - \$80,000.00
- Project Area 35 - \$32,000.00

for a total lump sum amount of Four Hundred Seventy-Four Thousand Dollars (\$474,000.00) and on all terms as more fully described in the proposed scope of services attached to this ordinance and incorporated by reference herein as Exhibit A thru F.

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 scope of services by and between the City of Sedalia, Missouri and Wilson & Company, Inc. attached hereto as Exhibit A thru F in substantively the same form and content as the scope of services have been proposed.

Section 2. The City Clerk is hereby directed to file in her office a duplicate or copy of the scope of services after they have been executed by the parties or their duly authorized representatives.

Section 3. 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 20th day of December, 2021.

Presiding Officer of the Council

Approved by Mayor of said City this 20th day of December, 2021.

ATTEST:

John Kehde, Mayor

Arlene Silvey, MPCC City Clerk

To: Kelvin Shaw
From: Brenda Ardrey *BA*
Date: November 29, 2021
Subject: Stormwater Projects Engineering

The Public Works Department is requesting to modify the current year's budget for Stormwater Projects to allow for engineering to be completed on the following six (6) projects between approval of the modification and March 31, 2022. We are about to begin one of the current year projects and would not be able to complete by year end the second project planned for this year in part due to delays in obtaining needed materials.

Project Area 28	W. 16 th St. and S. Park Ave.	\$163,000
Project Area 2	W. 16 th St. and S. Ohio Ave.	\$ 62,500
Project Area 14	S. Center Ave and E. Broadway	\$ 74,000
Project Area 30	W. 9 th St.	\$ 62,500
Project Area 8	Liberty Park Blvd. and S. Park	\$ 80,000
Project Area 35	W. 13 th St.	<u>\$ 32,000</u>
		\$474,000

By completing the engineering portion of these six (6) projects should federal infrastructure funds become available, these projects will be shovel ready. The technology and methods used in stormwater infrastructure does not change rapidly, so having these projects engineered in the current year will allow for them to be ready to bid whenever funds become available in future fiscal periods. These projects were submitted to the Missouri Department of Natural Resources for consideration of ARPA funding that may become available from MDNR.

Thank you for your consideration of this budget modification.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A SOLE SOURCE PURCHASE OF A CASCADE PUMP FOR THE NORTH WASTEWATER TREATMENT PLANT.

WHEREAS, the City of Sedalia, Missouri has received a quote from FTC Equipment, LLC for the purchase of a cascade pump for the North Wastewater Treatment Plant; and

WHEREAS, under the quote, the City of Sedalia, Missouri shall pay the sum and amount of Thirty-Six Thousand Seven Hundred Fifty Dollars and Thirty-Six Cents (\$36,750.36) to FTC Equipment, LLC for the purchase of a Cascade pump for the North Wastewater Treatment Plant as more fully described in the quote attached as Exhibit A and incorporated by reference herein.

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

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

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

Section 3. The City Clerk is hereby directed to file in her office a duplicate or copy of the quote 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 20th day of December, 2021.


Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of December, 2021.

John Kehde, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

To: Kelvin Shaw
From: Brenda Ardrey 
Date: Dec. 2, 2021
Subject: North Wastewater Treatment Plant – Cascade Pump Replacement

This memo requests approval by the City Council for the sole source purchase of a Cascade pump to replace the pump that failed earlier this year at the North Wastewater Treatment Plant.

The repair of this pump was included in this year's approved budget \$33,474; however, evaluation of this pump once removed from the wet well allowed for full determination of the wear conditions which were determined to include impacts to the impeller and the discharge bowl. FTC, our pump maintenance contractor, was able to locate a new replacement pump for \$36,750.36. (Quote attached.)

In accordance with the City of Sedalia's Financial Policy for Sole Source Purchases over \$10,000 approval of the City Administrator and Council is required. Attached is a letter from Borer Wholesale Pump Repair and Supply documenting that FTC is their only distributor of the Cascade turbine pump and pump parts in this area.

Given that the repair costs for the existing pump exceeds 70% of the cost of a new pump, we request approval for purchase of a replacement pump.

Thank you.

FTC Equipment, LLC

5238 Winner Road
Kansas City, MO 64127

Phone: 816-833-7200
Fax: 816-833-1074

Quote

Date	Estimate #
11/16/2021	12690

Name/Address
City of Sedalia Attn: Accounts Payable 200 S. Osage Sedalia, MO 65301

Ship To
North WWTP 23985 Georgetown Rd Sedalia, MO 65301

Terms	Rep	FOB	W/O Number
Net 30	RJQ	Factory	WK002319

Qty	U/M	Item	Description	Rate	TOTAL
1	EA	10MF	Facility: North WWTP 1 STAGE 10MF Cascade Mixed Flow Bowl Assembly. 1024BB Motor Pedestal x 16" Tall, w/ 38" x 32" Rectangle Base, w/2 x 1-3/16 x 4-1/2" Fit Fresh Water Flush Tube Tension Assembly. 10 x 2 x 1-3/16 x 14" x Length Needed FLG'D Column Assembly w/14" Segmented Elbow w/14" ANSI FLG'D Discharge. O/L 10x 2 x 1-3/15 x Bell w/416SS Shaft & Couplings for PWF. Additional Parts Included - 1" x 31-3/4" CS Head Shaft, 1" 14TPI RH Head Shaft Nut, Galvanized Basket Strainer 14" Flange Pack 18-8 SS w/HFN & 1/8 FF Gasket	36,544.29	36,544.29
1	EA	FP224188F2	***Note - Delivery and installation is not included in this estimate and will be quoted separately at customer request.***	206.07	206.07

We appreciate the opportunity to be of service to you!	Subtotal	\$36,750.36
TERMS AND CONDITIONS: Terms are net 30 days. Accounts not paid within terms are subject to a 1.5% service charge per month. Prices quoted are valid for 30 days from the date of this quote. Prices do not include any applicable taxes or freight charges. Freight is FOB factory. A convenience fee of 4% will be added to all credit card transactions.	Sales Tax (8.85%)	\$0.00
	TOTAL	\$36,750.36



November 30, 2021

The City of Sedalia, Missouri:

Please be advised that FTC Equipment is our Sole Source Vertical Turbine and Submersible Turbine Distributor in Sedalia, Missouri.

Please contact FTC Equipment with any of your pumps or pump parts requests.

FTC Equipment, LLC
5238 Winner Road
Kansas City, MO 64127
Phone (816) 833-7200

Sincerely,

A handwritten signature in cursive script that reads "Trice Zaffino".

Trice Zaffino

575 South 1st Street · Blair, NE 68008
147 East Roberts Street · Grand Island, NE 68803

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR A TREE RE-INVENTORY OF APPROXIMATELY 1,531 CITY PARK AND RIGHT-OF-WAY TREES AND 426 ASH TREES.

WHEREAS, the City of Sedalia, Missouri has received a proposal to enter into an agreement by and between the City of Sedalia, Missouri and ACRT Inc. for a tree re-inventory of approximately 1,531 trees located within city parks and street right-of-ways and 426 Ash trees; and

WHEREAS, under the proposal, and as consideration therefore, the City of Sedalia, Missouri shall pay ACRT Inc. the sum of not to exceed Seven Thousand Eight Hundred Eight Dollars and Forty-Three Cents (\$7,808.43) as more fully described in the proposed agreement attached to this ordinance and incorporated by reference herein as Exhibit A.

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 ACRT Inc. 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 agreement in substantively the same form and content as the agreement have been proposed.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 20th day of December, 2021.


Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of December, 2021.

John Kehde, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

To: Kelvin Shaw
Through: Brenda Ardrey 
Date: December 6, 2021
Subject: Proposal for Tree Re-Inventory and Ash Tree Assessment

On November 30, 2021, three sealed bids were opened for a tree re-inventory of 1,531 City park and right-of way trees and 426 Ash trees. Bids were received from ACRT Inc. (\$7,808.43), Stow, OH, Davey Resource Group, Inc. (\$9,880.15), Columbia, MO and CNUC (\$7,801.46), Des Moines, IA.

Consideration of the bids were based on the following criteria: project understanding and proposed approach, experience and qualifications of the project team, total project cost and demonstrated ability to use visual tools, including graphs and images to convey data and other information. The evaluation committee carefully considered the three bids received. Two bidders were very close in price with separation being only \$6.97. Given the difference in visual presentation materials and information provided and having experience with the City the committee selected ACRT. All bidders met the requirements of the proposal and after review the Public Works Department recommends award of a contract for this inventory to ACRT Inc., 4500 Courthouse Boulevard, Suite 150, Stow, Ohio 44224. ACRT Inc. with a price of \$7,808.43. This was based on their demonstrated ability to use visual tools, including graphs and images to convey data and other information, project understanding and Public Works has worked with them on a previous inventory and they satisfied the contract requirements.

The Missouri Department of Conservation awards grants through a Tree Resource Improvement and Maintenance (TRIM) cost share program. The City applied for and received a \$8,721.00 grant to complete this re-inventory project which includes \$900.00 for education materials on tree diseases and information on general tree care and maintenance and a care calendar. The City will be required to have a cost share match for the grant of \$3,750.00 which will be in-kind labor that the City currently does as routine tree care maintenance and tree planting. This is the twelfth year the City has received this grant.

**AGREEMENT BY AND BETWEEN THE CITY OF
SEDALIA AND ACRT INC.
FOR THE PROVISION OF TREE RE-INVENTORY CONSULTING SERVICES**

AGREEMENT made, effective the 21st day of December, 2021, by and between the City of Sedalia (hereinafter referred to as the "CITY"), a municipal corporation with its principal place of business located at 200 S. Osage Avenue, Sedalia, MO 65301, and ACRT Inc. (hereinafter referred to as "ACRT"), a company with its principal place of business located at 4500 Courthouse Boulevard, Suite 150, Stow, Ohio 44224.

WITNESSETH

WHEREAS, the CITY issued a Request for Proposal (hereinafter referred to as the "RFP", which is incorporated herein and made a part hereof by reference) dated October 28, 2021 for the provision of tree re-inventory consulting services.

WHEREAS, ACRT submitted a Proposal (hereinafter referred to as the "Proposal", which is incorporated herein and made a part hereof by reference) dated November 30, 2021, for the provision of said consulting services, and;

WHEREAS, the CITY has awarded ACRT the contract to provide the aforementioned consultant services,

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE I. SCOPE OF SERVICES

ACRT agrees to provide the scope of services as outlined in the CITY's RFP October 10th, 2021 and ACRT's Proposal dated November 30th, 2021.

ARTICLE II. TERM OF CONTRACT

The contract period for the services contemplated by this RFP will commence on December 21th, 2021 and terminating on April 30th, 2022.

ARTICLE III. FEES

In consideration of the terms and obligations of this AGREEMENT, the CITY agrees to pay, and ACRT agrees to accept, the following fees for the services contemplated herein: \$7,808.43 - see attachment SCHEDULE A: Fee Schedule.

ARTICLE IV. TREE RE-INVENTORY DATA FIELD DEFINITIONS

The parties agree for purposes of the scope of work defined in the RFP the CITY and ACRT shall use the terms and definitions provided in Attachment B: Tree Re-inventory Data Field Definitions, at a minimum.

ACRT shall submit to the CITY itemized bills, properly executed claim forms, vouchers, and such other necessary information or supporting documentation as may be required by the CITY in order to process payment for fees. ACRT agrees that no additional fees will be charged to the CITY without prior written consent by the CITY.

ARTICLE V. RELATIONSHIP

ACRT is, and will function as an independent contractor under the terms of this AGREEMENT and shall not be considered an agent or employee of the CITY for any purposes.

ARTICLE VI. LICENSURE & CERTIFICATION

ACRT shall at all times obtain and maintain any and all licenses and certifications required by the State of Missouri to perform the services contemplated by this AGREEMENT.

ARTICLE VII. LIMITED WARRANTY

ACRT, its divisions, agents, representatives, operations, or subsidiaries (collectively "ACRT") provides this Limited Warranty as a condition of providing the services outlined in the AGREEMENT between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the "Services").

ACRT provides the Services utilizing applicable standard industry practices and based on the facts and conditions known at the point in time the Services are performed. Facts and conditions related to the subject of the Services may change over time. ACRT cannot predict or determine developments concerning the subject of the Services and will not be liable for any developments, changes, or conditions that occur, including, but not limited to, decay or damage by the elements, persons or implements, insect infestation, deterioration, conditions not discoverable using the means and methods used to perform the Services, or acts of God or nature or otherwise. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing or analysis. ACRT will not be liable for the discovery or identification of non-visually observable, latent, dormant or hidden conditions or hazards and does not guarantee that items will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

ACRT may have reviewed publicly available or other third-party records or conducted interviews, and has assumed the genuineness of such documents and statements. ACRT disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any information obtained from any third-party or publicly available source.

To the extent permitted by law, ACRT does not make and expressly disclaims any warranties or representations of any kind, express or implied, with respect to completeness, accuracy, or current nature of the information contained in the Services or the reports or findings resulting therefrom beyond that expressly contracted for by ACRT in the agreements between the parties, including but not limited to, performing diagnosis or identifying hazards or conditions not within the scope of the Services or not readily discoverable using applicable standard industry practices. ACRT disclaims any warranty of fitness for any particular purpose. ACRT's warranty is limited to one year from the date Services are performed. ACRT's liability for any claim, damage or loss, whether direct, indirect, special, consequential or otherwise, caused by or related to the Services shall be limited to the Services expressly contracted to be performed by ACRT.

ARTICLE VIII. INDEMNIFICATION

ACRT agrees to defend, indemnify, and save harmless the CITY and its officers, employees and agents from and against all claims, actions, causes of action, injuries, damages, losses, liabilities, and expenses (including, without limitation, reasonable attorney's fees and court costs) arising out of, or in consequence of, any negligent or intentional act or omission of ACRT in performance of the Services

agreed upon in this AGREEMENT to the extent of its or their responsibility for such claims, actions, causes of action, injuries, damages, losses, liabilities, and expenses.

ARTICLE IX. INSURANCE

In addition to the insurance requirements as stated in the RFP, the Contractor agrees that no work shall be commenced under the AGREEMENT until ACRT has delivered to the City Clerk's Office or her/his designee proof of issuance of all policies of insurance required by the AGREEMENT to be procured by ACRT. If at any time, any of said policies shall be or become unsatisfactory to the CITY, ACRT shall promptly obtain a new policy and submit proof of insurance of the same to the CITY for approval. Upon failure of ACRT to furnish, deliver and maintain such insurance as above provided, this AGREEMENT may, at the election of the CITY, be forthwith declared suspended, discontinued or terminated. Failure of ACRT to procure and maintain any required insurance shall not relieve ACRT from any liability under the AGREEMENT, nor shall the insurance requirements be constructed to conflict with the obligations of ACRT concerning indemnification.

ARTICLE X. TERMINATION OF AGREEMENT

Notwithstanding any provisions of this AGREEMENT, the CITY shall have the right at any time, with or without cause, to terminate this AGREEMENT and the Services contemplated by this AGREEMENT upon thirty (30) days written notice of such termination. In the event of such termination of this AGREEMENT, the contract term set forth in Article II shall be changed accordingly and ACRT shall be entitled to compensation for all services theretofore authorized and performed pursuant to this AGREEMENT in accordance with Article III of this AGREEMENT.

ARTICLE XI. MODIFICATIONS

This AGREEMENT may only be modified by a formal written amendment executed by the CITY and ACRT.

ARTICLE XII. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision, or paragraph of this AGREEMENT shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, or paragraphs thereof.

ARTICLE XIII. CONTRACT DOCUMENTS

It is understood and agreed by the parties hereto that the following documents are incorporated into and form part of this AGREEMENT:

- i. The CITY'S RFP dated October 28th, 2021, Attachment C;
- ii. ACRT's Proposal dated November 30th, 2021, Attachment D.

In the event of any discrepancy, disagreement, or ambiguity among the documents referenced above, said documents shall be given preference in the following order to interpret and to resolve any such discrepancy, disagreement, or ambiguity:

- i. This AGREEMENT;
- ii. The CITY'S RFP dated October 28th, 2021, Attachment C;
- iii. ACRT's Proposal dated November 30th, 2021, Attachment D.

ARTICLE XIV. NOTICES

All notices required under this AGREEMENT shall be in writing and either hand-delivered or properly mailed by certified mail, return receipt requested, to the addresses set forth below;

ACRT Inc.
Maegan S. Mullinax, Business Development Manager
4500 Courthouse Boulevard, Suite 150
Stow, Ohio 44224

ARTICLE XV. GOVERNING LAW AND VENUE

This AGREEMENT shall be governed by and construed according to the law of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Pettis County, Missouri.

IN WITNESS WHEREOF, the parties hereto hereby execute this AGREEMENT and make it effective as of the day and year first written above.

The City of Sedalia

Signature: _____
John Kehde
Mayor

ACRT Inc.

Signature: _____
Printed Name _____
Title _____

ATTEST:

Arlene Silvey, MPCC
City Clerk

ATTACHMENT A: Fee Schedule

1.	Kick-off meeting	\$0.00 per 1 unit
2.	Tree re-inventory including associated data files \$3.99 per tree	\$6,108.69
3.	Ash tree assessment including associated data files \$3.99 per tree	\$1,699.74
4.	Narrative report and slide presentation	\$0.00 per 1 unit
4.	Additional Trees Re-inventoried per City Request	\$3.99 per tree

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING CHANGE ORDER NUMBER ONE FOR ADDITIONAL LABOR FOR THE CITY OF SEDALIA WATER FILTRATION PLANT MEDIA REPLACEMENT.

WHEREAS, The City of Sedalia, Missouri, has received Change Order Number 1 for additional labor for the City of Sedalia Water Filtration Plant Media Replacement; and

WHEREAS, under the terms of said Change Order, the City of Sedalia, Missouri shall pay the sum and amount of Seventeen Thousand Six Hundred Fifteen Dollars and Forty-Five Cents (\$17,615.45) to S4 Water Sales and Service, LLC for additional labor as more fully described in the Change Order Number 1 attached hereto as Exhibit A and incorporated by reference as 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 S4 Water Sales and Service, LLC in substantively the same form and content as the change order has been proposed.

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

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

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 20th day of December, 2021.


Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of December, 2021.

John Kehde, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

To: Kelvin Shaw
Through: Brenda Ardrey 
From: Jeremy Stone
Date: December 15, 2021
Subject: 2022-008-City of Sedalia Water Filtration Plant Media Replacement
S4 Water Sales and Service, LLC.
Change Order #1

The Public Works Department has received Change Order #1 a request from S4 Water Sales and Service, LLC. for the above referenced project. The Contractor has completed the filter media replacement for Filters #1-6 and originally requested an overall contract increase of \$35,230.90.

After evaluating the contract terms and issues with the calcification, Public Works is requesting to increase the contract by \$17,615.45. Public Works believes the contractor was responsible for completing due diligence prior to bidding on the project to identify an appropriate lump sum bid. However, due to the calcification of the filter media, cap-gravel, and support gravel, these materials which routinely are vacuumed from the filters required being jack hammered from the filter beds which materially increased the labor hours for the project as the material had to be broken into smaller pieces to allow for extraction from the filter units. The level of calcification found in the filters was in excess of that believed to be present by the Filtration Plant Operator justifying sharing the cost of the increased labor between the City and Contractor at 50/50.

Change Order #1 will increase the overall cost of the project by \$17,615.45 which will bring the total project cost to \$187,162.29 which remains below the next lowest bidder's price.

CHANGE ORDER

SHEET NO. (1) OF 1

SEQUENCE NO.: Change Order #1

TO S4 Water Sales and Service, LLC CONTRACTOR

PROJECT NO.: 2022-008 City of Sedalla Water Filtration Plant Media Replacement

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

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

This Change Order is due to the cementing of media, cap gravel, and supporting gravel. Cementing had to be jack hammered and broken into smaller pieces to allow for extraction from filter units #1-10


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) CONTRACTOR OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
1	1	Provide additional vacuum service time and labor, additional jack hammer and removal of filter media. Filters 1-6	Lump Sum Filters 1-6	Lump Sum	N/A	\$13,920	\$8,977.85	
2	3	Provide additional vacuum service time and labor, additional jack hammer and removal of filter media. Filters 7-10	Lump Sum Filters 7-10	Lump Sum	N/A	\$10,000	\$8,637.60	
							\$17,615.45	

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

1. CONTRACT AMOUNT		\$169,546.84
2. OVERRUN THIS ORDER (H-I)	\$17,615.45	
3. OVERRUN PREVIOUS (LINES 4 ON PREV. ORDERS)	\$0	
4. TOTAL OVERRUN TO DATE (2 + 3)		\$17,615.45
5. TOTAL (1 + 4)		\$187,162.29

4. COMMENTS:
Note: The Amount of Overrun is 50% of the additional cost of removal of calcified materials.

THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO.	
OWNER'S SIGNATURE	DATE
CONTRACTOR'S SIGNATURE	DATE
	12/16/2021

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 10-614 (A) (REGISTRATION FEE) AND 10-614 (D) (BILLING PROCEDURES-LATE PENALTIES) RELATING TO VACANT RESIDENTIAL PROPERTIES BY INCORPORATING SAID FEES INTO THE FEE SCHEDULE.

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

Section 1. Section 10-614 (A) and (D), of the Code of Ordinances of the City of Sedalia, Missouri are hereby amended to read as follows:

“10-614. - Registration Fee.

(A) Amount of Fee. There is hereby established and assessed a semi-annual fee as set forth in the fee schedule imposed on all owners of property registered under this Article.

(D) Billing Procedures-Late Penalties. The Finance Department shall cause to be mailed to the owner of property registered under this Article, at his/her last known address, a bill for the semi-annual registration fee. The fee shall be due and payable within thirty (30) days of mailing. In addition to any other penalties provided by law, if an owner fails to pay the fee assessed for such property within thirty (30) days of the date of mailing, a late payment fee as set forth in the fee schedule shall be assessed for each month during which the fee remains unpaid.”

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 20th day of December, 2021.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of December, 2021.

ATTEST:

John Kehde, Mayor

Arlene Silvey, MPCC
City Clerk

Chapter 10
Buildings and Building Regulations

Code Section	Description	Amount (dollars)
10-614 (A)	Vacant Residential Properties – Semi-Annual Fee	\$200.00
10-614 (D)	Late payment Fee-per month or portion thereof	\$ 25.00

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO C-1 (LOCAL BUSINESS) ON CERTAIN PROPERTY LOCATED AT 501 EAST 28TH STREET, 505 EAST 28TH STREET AND 2720 SOUTH INGRAM 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 and application from Pioneer Properties LLC, (“Applicant”) to rezone certain property within the City from District R-1 Single Family Residential to C-1 Local Business (“Rezoning Application”); 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, 2021; 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 8, 2021, 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 R-1 to C-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 R-1 Single Family Residential is rezoned in its entirety to C-1 Local Business.

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 20th day of December, 2021.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of December, 2021.

John Kehde, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

EXHIBIT A

LEGAL DESCRIPTIONS

501 E 28th ST - LOT 218 IN LAWNSDALE ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI.

505 E 28th ST – LOTS NUMBERED 219, 220, 221, 222 AND 223 IN LAWNSDALE ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI.

2720 S INGRAM – LOT TWO HUNDRED TWENTY FOUR (224) IN LAWNSDALE ADDITION, AN ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI.

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	<u>10-25-2021</u>
Date Submitted	<u>10-25-2021</u>
Date Advertised	
Date of Mailing	
Checked By	
Commission Action	
Council Action	

1. Applicant's Name Pioneer Properties LLC
 2. Applicant's Address 2700 S Ingram
 3. Telephone Number (Home) 573 944 0017 (Business) Real Estate
 4. Present Zoning R-1 Requested Zoning C-1

5. Legal Description of property requested to be rezoned, with street address or location:
Parcel ID 15201032000 3000 501 E 28th St
Parcel ID 15201032000 4000 505 E 28th St
Parcel ID 15201032000 5000 2720 S Ingram

6. Area of subject property, square feet and/or acres 0.13 0.65 0.13

7. Present Use of subject property None

8. Desired use of subject property 24 unit Access 98th & Retail / Residential Ingram

9. What is the present use of the adjoining properties? North C-1
 South C-1 East Residential West Residential/Vacant

10. How can you justify the proposed zoning change? (To answer this question, see Page 1, Item 2)

11. Time schedule for development: Q1 2022

12. Is property in a flood plain district? If yes, please indicate applicable FEMA Map applicable zone N/A Has base flood elevation been established? N/A
 If yes, please explain how such elevation was determined.

13. Public Utilities available at site: Sewer 501 E 28th 2700s " at 2700 S Ingram
 Water

- Natural Gas 501 E 28th & 2700 S Ingram " at 501 E 28th & 2700 S Ingram
 Electric

- at _____

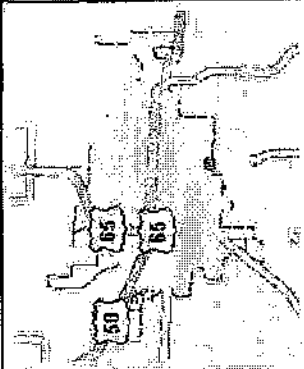
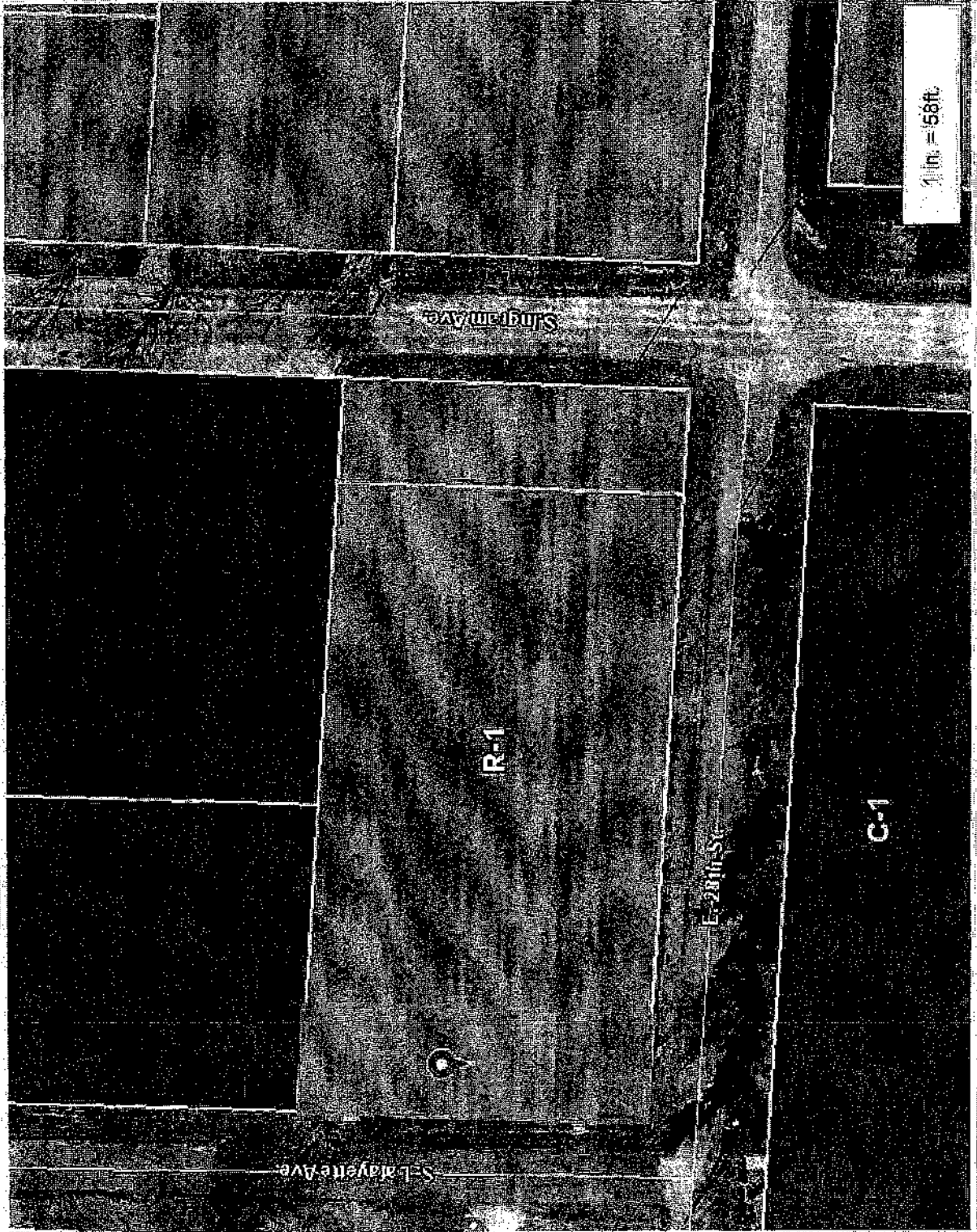
14. Exhibits furnished _____

15. [Signature] 2700 S Ingram Ave Sedalia Mo 65301
 Signature of Applicant Address of Applicant

16. Relationship of applicant to property: Owner Agent

17. Other _____
 (Explain)

Sedalia, MO



Legend

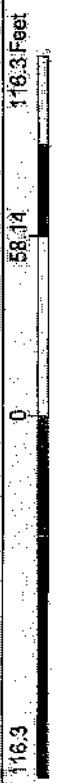
- Parcel
- Roads
- Other
- State Hwy
- US Hwy
- Corporate Limit Line
- Zoning

- Q-0
- D-1
- C-2
- G-3
- M-1
- M-2
- FUD
- Parks and Open Space
- R-1
- R-2
- R-3
- leftover lines

Notes

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



1 in. = 56 ft.



City of Sedalia
200 S. Osage
Sedalia, MO 65301
(660)827-3000 www.cityofsedalia.com

November 22, 2021

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 tracts of land for commercial development:

PURPOSE OF RE-ZONING: Properties are currently zoned R-1 Single Family Residential and the application is to re-zone to C-1 Local Business .

PROPERTY ADDRESSES:

501 E 28TH – LOT 218 IN LAWNSDALE ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI.

505 E 28TH – LOTS NUMBERED 219, 220, 221, 222 AND 223 IN LAWNSDALE ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI.

2720 S INGRAM – LOT TWO HUNDRED TWENTY FOUR (224) IN LAWNSDALE ADDITION, 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 tracts. Hearing will begin at 5:30 pm on Wednesday, December 8, 2021 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
City of Sedalia
Community Development Director
(660) 827-3000 x1115

MEMO

To: Planning & Zoning Commission
From: John Simmons, Community Development Director
Date: November 19, 2021
Subject: 501 and 505 East 28th Street and 2720 South Ingram Avenue
Applicant: Pioneer Properties, LLC

Description of Request: Applicant requests rezoning of property located at 501 and 505 East 28th Street and 2720 South Ingram Avenue. Current zoning of the properties is R-1 Single Family. The applicant is requesting a rezoning to C-1 Local Business.

Land Use Review: The subject properties are vacant land and are zoned R-1 Single Family. Surrounding zoning includes R-1 Single Family to the east and west, and C-1 Local Business to the south and north.

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

1. The change of zoning from R-1 Single Family to C-1 Local Business would be compatible with surrounding and neighboring zoning.
2. Future Land Use Direction according to the City of Sedalia 2021 Comprehensive Plan indicates that this area should be maintained as a residential area.
3. The rezoning of the property would be in the general interest of the public.

The rezoning and use of the property would reinforce and improve the residential neighborhood and provide the opportunity for multi-family and local commercial services in that area, strengthening the quality of the local rental market.

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

Jason Myers

From: Jilene Streit
Sent: Wednesday, December 8, 2021 5:58 PM
To: Jason Myers
Subject: P & Z

Vote was 9 – YES – 0 – NO

Jilene Streit
Administrative Assistant
Community Development/Code Enforcement
City of Sedalia
660-827-3000 x 1117
jstreit@sedalia.com



BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO C-1 (LOCAL BUSINESS) ON CERTAIN PROPERTY LOCATED AT 501 EAST 28TH STREET, 505 EAST 28TH STREET AND 2720 SOUTH INGRAM 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 and application from Pioneer Properties, ("Applicant") to rezone certain property within the City from District R-1 Single Family Residential to C-1 Local Business ("Rezoning Application"); 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 March 5, 2021; and mailed to all property owners subject to the rezoning and within 185 feet of the property proposed to be rezoned; and

WHEREAS, on November 18, 2021, 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 R-1 to C-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 R-1 Single Family Residential is rezoned in its entirety to C-1 Local Business.

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 20th day of December, 2021.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of December, 2021.

John Kehde, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

EXHIBIT A

LEGAL DESCRIPTION

1200 E 6th St - LOT 1 IN BLOCK 2 OF WESTERNBERGER'S SUBDIVISION OF LOTS
7, 8 AND 9 OF MCVEY'S FIRST ADDITION TO THE CITY OF SEDALIA, PETTIS
COUNTY, MISSOURI.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 16 (COURTS) BY ADDING ARTICLE II (ADMINISTRATIVE SEARCH WARRANTS) INTO THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI.

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

Section 1. Article II is hereby added to the Code of Ordinances to read as follows:

“ARTICLE II. ADMINISTRATIVE SEARCH WARRANTS

Section 16-23. - Establishment.

Since the Missouri Supreme Court has authorized municipal administrative search warrants and the City of Sedalia has determined that same is necessary for the public health and welfare to assist the City in enforcing its ordinances relating to housing, zoning, health and safety, administrative search warrants may be issued under the provisions of this Article.

Section 16-24. - Administrative Search Warrant Defined.

An "administrative search warrant" is a written order of the judge of the City of Sedalia Municipal Division of the Circuit Court of Pettis County, Missouri, commanding the search or inspection of any property, place or thing and the seizure, photographing, copying or recording of property or physical conditions found thereon or therein to determine or prove the existence of violations of any ordinance or Code Section of the City relating to the use, condition or occupancy of property or structures located within the said City or to enforce the provisions of any such ordinance or Code Section.

Section 16-25. - Who May Issue.

(A) The judge of the City of Sedalia Municipal Division of the Pettis County Circuit Court having original and exclusive jurisdiction to determine violations against the ordinances of the municipality, or another judge of the Pettis County Circuit Court if he or she is unavailable, may issue an administrative search warrant when:

- (1) The property or place to be searched or inspected or the thing to be seized is located within the City at the time of the making of the application, and
- (2) The owner or occupant of the property or place to be searched or inspected or the thing to be seized has refused to allow same after official request by appropriate officers or employees of the City.

Section 16-26. - Who May Execute.

Any such warrant shall be directed to the Chief of Police or any other Police Officer, or any Code Enforcement Officer, Fire Department personnel, or Building Inspector of the City, and shall be executed by authorized City personnel within the City limits and not elsewhere.

Section 16-27. - Application.

(A) Any Police Officer, Code Enforcement Officer, Fire Department personnel, Building Inspector, or City Attorney for the City of Sedalia, Missouri, may make application to the Municipal Judge for the issuance of an administrative search warrant.

(B) The application shall:

- (1) Be in writing;

- (2) State the time and date of the making of the application;
- (3) Identify the property or places to be entered, searched, inspected or seized in sufficient detail and particularity that the officer executing the warrant can readily ascertain it;
- (4) State that the owner or occupant of the property or places to be entered, searched, inspected or seized has been requested by an appropriate officer of the City to allow such action and has refused to allow such action;
- (5) State facts sufficient to show probable cause for the issuance of a search warrant, as provided in this Chapter, to:
 - (a) Search or inspect for violations of an ordinance or Code Section specified in the application; or
 - (b) Show that entry or seizure is authorized and necessary to enforce an ordinance or Code Section specified in the application and that any required due process has been afforded prior to the entry or seizure;
- (6) Be verified by the oath or affirmation of the applicant;
- (7) Be signed by the applicant and filed in the Municipal Court.

(C) The application may be supplemented by a written affidavit verified by oath or affirmation. Such affidavit shall be considered in determining whether there is probable cause for the issuance of a search warrant and in filling out any deficiencies in the description of the property or place to be searched or inspected. Oral testimony shall not be considered.

Section 16-28. - Hearing and Procedure.

(A) The Municipal Judge shall hold a non-adversary ex parte hearing to determine whether probable cause exists to inspect or search for violations of any ordinance or Code Section or to enforce any ordinance or Code Section, including the abatement of violations and the seizure of property related thereto.

(B) The Municipal Judge shall determine whether the action to be taken is reasonable in light of the facts stated. The Municipal Judge shall consider the goals of the ordinance or Code Section sought to be enforced and such other factors as may be appropriate including, but not limited to, the physical condition of the specified property, the age and nature of the property, the condition of the area in which the property is located, the known violation of any relevant ordinance or Code Section and the passage of time since the property's last inspection. The standard for issuing a warrant need not be limited to actual knowledge of an existing violation of an ordinance or Code Section.

(C) If it appears from the application and any supporting affidavit that there is probable cause to inspect or search for violations of any ordinance or Code Section or to enforce any such ordinance or Code Section, a search warrant shall immediately be issued.

(D) The warrant shall issue in the form of an original and two (2) copies and the application and any supporting affidavits and one (1) copy of the warrant as issued shall be retained in the records of the Municipal Court.

Section 16-29. - Contents of Search Warrant.

(A) The search warrant shall:

- (1) Be in writing and in the name of the City of Sedalia, Missouri;

- (2) Be directed to any Police Officer, Code Enforcement Officer, Fire Department Personnel, or Building Inspector in the City of Sedalia, Missouri;
- (3) State the time and date the warrant was issued;
- (4) Identify the property or places to be searched, inspected or entered upon in sufficient detail and particularity that the officer executing the warrant can readily ascertain it;
- (5) Command that the described property or places be searched or entered upon and that any evidence of any ordinance violations found therein or thereon, or any abatement performed therein or thereon, or a description of any property seized pursuant to an abatement, be returned within ten (10) days after filing the application, via a warrant return to the Municipal Judge who issued the warrant, to be dealt with according to law;
- (6) Be signed by the Judge with the title of his/her office indicated.

Section 16-30. - Execution and Return.

(A) A search warrant issued under this Chapter shall be executed only by the Chief of Police, other Police Officer, Code Enforcement Officer, Fire Department personnel, or Building Inspector of the City of Sedalia, Missouri; provided however, that one (1) or more designated City Officials may accompany the officer and the warrant shall be executed in the following manner:

- (1) The warrant shall be executed by conducting the search, inspection, entry or seizure as commanded and shall be executed as soon as practicable and in a reasonable manner.
- (2) The officer shall give the owner or occupant of the property searched, inspected or entered upon a copy of the warrant.
 - (a) If any property is seized incident to the search, the officer shall give the person from whose possession it was taken, if the person is present, an itemized receipt for the property taken. If no such person is present, the officer shall leave the receipt at the site of the search in a conspicuous place.
 - (b) A copy of the itemized receipt of any property taken shall be delivered to an attorney for the City within two (2) working days of the search.
 - (c) The disposition of property seized or abated pursuant to a search warrant under this Section shall be in accordance with an applicable ordinance or Code Section, but in the absence of same, then with Section 542.301, RSMo.
- (3) The officer may summon as many persons as he/she deems necessary to assist him/her in executing the warrant and such persons shall not be held liable as a result of any illegality of the search and seizure.
- (4) An officer making a search pursuant to an invalid warrant, the invalidity of which is not apparent on its face, may use such force as he/she would be justified in using if the warrant were valid.
- (5) A search warrant shall expire if it is not executed and the required return made within ten (10) days after the date of the issuance of the warrant.
- (6) After execution of the search warrant, the warrant, with a return thereon signed by the officer making the search, shall be delivered to the Municipal Court.

(7) The return shall show the date and manner of execution and the name of the possessor and of the owner, when not the same person, if known, of the property and places searched or seized.

(8) The return shall be accompanied by any photographs, copies or recordings made, a description of any abatements performed, and by any property seized pursuant to an abatement, along with a copy of the itemized receipt of such property required by this Section; provided however, that seized property may be disposed of as provided herein and in such a case a description of the property seized shall accompany the return.

(9) The Court Clerk, upon request, shall deliver a copy of the return to the possessor and the owner, when not the same person, of the property searched or seized.

Section 16-31. - Warrant Invalid — When.

(A) A search warrant shall be deemed invalid:

(1) If it was not issued by the Municipal Judge, or another judge of the Pettis County Circuit Court if he or she is unavailable;

(2) If it was issued without a written application having been filed and verified;

(3) If it was issued without sufficient probable cause in light of the goals of the ordinance to be enforced and such other factors as provided in this Chapter;

(4) If it was not issued with respect to property or places in the City of Sedalia;

(5) If it does not describe the property or places to be searched, inspected, entered upon or seized with sufficient certainty;

(6) If it is not signed by the judge who issued it; or

(7) If it was not executed and the required return made within ten (10) days after the date of the making of the application.”

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council, and passed by the Council of the City of Sedalia, Missouri, this 20th day of December, 2021.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of December, 2021.

John Kehde, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE PURCHASE OF REAR LAND PROPERTY LOCATED AT THE NORTHWEST CORNER OF NORTH VETERANS MEMORIAL DRIVE AND EAST BOONVILLE STREET BY WARRANTY DEED BY THE CITY OF SEDALIA, MISSOURI FROM SANDRA ROBERTS.

WHEREAS, The City of Sedalia, Missouri has received a proposal from Sandra Roberts to sell rear land property located at the Northwest Corner of North Veterans Memorial Drive and East Boonville Street at an agreed upon amount as contained in the real estate purchase and sale agreement and warranty deed as set forth in Exhibits A and B attached hereto and incorporated by reference.

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

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

Section 2. The Council of the City of Sedalia, Missouri, hereby approves the acceptance of a warranty deed by the City of Sedalia, Missouri from Sandra Roberts for the conveyance of rear land property in substantially the same form and content as proposed in Exhibit B.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 20th day of December 2021.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of December, 2021.

John Kehde, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of the Effective Date by and between the parties hereto: The City of Sedalia, Missouri, a city of the third classification ("Buyer" or the "City"), whose address is: 200 South Osage, Sedalia, MO 65301 and Sandra Roberts, a single person, ("Seller"),

Grantee's Mailing Address: Sandra Roberts
967 Wetz Road
Marion, Texas 78124-2056

WHEREAS, Buyer desires to purchase, and Seller desires to sell, certain property generally located on North Engineer Avenue in Sedalia, Pettis County, Missouri, more particularly described below (the "Property"), upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge by their execution and delivery hereof, the parties agree as follows:

1. PURCHASE AND SALE OF THE PROPERTY. Subject to the terms and conditions herein, Buyer agrees to purchase and acquire from Seller, and Seller agrees to sell and convey to Buyer, the Property at Closing, by Special Warranty Deed. The Property shall be deemed to include: (a) the land described on Exhibit A hereto and all rights, title, interest, benefits, and income appurtenant or attributable thereto, including all Seller's rights and interest, if any, and subject to roads, rights of way, and easements adjacent or belonging thereto ("Land"), the exact size and legal description of which shall be determined by reference to the Survey, if any, pursuant to Section 5; (b) all buildings, fixtures, and other improvements of every kind and description on or at the Land ("Improvements"), in their present condition; and (c) Seller's rights and interest in any site surveys, studies, or reports, plans and specifications, warranties and contract rights, and permits and licenses with respect to the Land or Improvements ("Plans"). If applicable, the Property also shall be deemed to include the personal property located and used at the Property to be conveyed to Buyer.
2. DESCRIPTION OF PROPERTY. The property is described in Exhibit A, attached hereto, and by this reference incorporated herein as if more fully and completely set forth.
3. PURCHASE PRICE AND PAYMENT. The purchase price of the property will be Forty Thousand Dollars (\$40,000.00). Subject to the terms and conditions herein, Buyer agrees to pay to Seller the Purchase Price at Closing, by certified or wire-transferred funds or certified check, as payment in full for the Property.
4. AS-IS" PURCHASE—NO SELLER WARRANTIES: SELLER. The Property is being sold as-is without any warranties and in its existing condition. Seller has done no testing to determine if there are any environmental hazards. SELLER has made no warranties or representations concerning the property, including fitness for any purpose, except that the property is not subject to any liens, except taxes as addressed below. Buyer specifically waives any right to disclosure concerning this property.
5. DUE DILIGENCE PERIOD. Following the execution of this agreement, the Buyer will have a period of fifteen (15) days to conduct such inspections of the property as Buyer deems appropriate. During the Due Diligence Period, Buyer shall have the license and right to enter onto the Property from time to time during normal business hours for the purpose of conducting such surveys, studies, tests, audits, examinations, investigations, and other inspections of the Property as it deems necessary or desirable; provided, that Buyer shall give Seller reasonable advance notice of and opportunity to be present at

such inspections, and Buyer shall not perform any scraping, drilling, boring, or other forms of invasive testing at the Property without Seller's consent. Buyer shall defend, indemnify and hold harmless them to the extent permitted by Missouri law and not inconsistent with the doctrine of sovereign immunity it shall be responsible for any claims, causes of action, damages, liability, or costs or expenses arising or resulting from such inspections. The Buyer also agrees to repair and restore any damage to the Property caused by such inspections.

6. RESPONSIBILITIES OF BUYER. In addition to the Purchase Price, Buyer shall reimburse the Seller for the following at Closing:
- a. Closing costs; and
 - b. Seller's attorney's fees incurred prior to closing as a result of this transaction.
 - c. The Buyer will be responsible for his own attorney's fees and the costs of any surveys or title work should he elect to have such done.

Seller will give Buyer a final statement of the amounts of the above items five (5) business days before the Closing Date.

7. REPRESENTATIONS AND WARRANTIES.

- a. There is not now pending nor, to the best of Seller's knowledge and belief has there been threatened, any investigation, demand, action, suit, or proceeding relating to the Property before or by any agency, court, or other governmental authority. Seller has not received any notice from any federal, state, county, or municipal governmental authority alleging any fire, health, safety, building, pollution, environmental, zoning, or other legal violation with respect to the Property, which has not been entirely corrected in accordance with applicable law. To the best of Seller's knowledge and belief, the Property is not in violation of any applicable law.
 - b. There are no special assessments, takings, or other governmental actions filed, pending or, to the best of Seller's knowledge and belief, proposed, against the Property.
 - c. There are no option or right-of-first-refusal agreements affecting the Property. There are no Contracts (other than the Assigned Contracts, if any). Seller is not in default of, and to the best of its knowledge and belief no other party is in default of, and no event or circumstance has occurred which, after notice or opportunity to cure would constitute such default of, any Assigned Contract.
8. NO REPRESENTATIONS AS TO TITLE. Seller makes no representation as to the title of the property or what, if any, interest the Seller is conveying. Buyer acknowledges that Buyer is free to obtain a title report or commitment at Buyer's expense.
9. DEFINITIONS. Except as otherwise specified herein, terms shall have the meanings specified above and below:

"Agreement" means this Agreement, including all exhibits, attachments, supplements, and amendments thereto.

"Business Day" means any day that is not a Saturday, Sunday, or federal or state holiday.

"Closing" means the actual closing and consummation of the transactions contemplated hereby.

"Closing Date" means the date scheduled for the Closing, which shall be designated by the Buyer but which shall occur not later than ten (10) business days after the expiration of the Due Diligence Period, or such other date mutually agreed by the parties.

“Contracts” means any leases or occupancy agreements, management, service, operating, listing, brokerage, supply or maintenance, or construction agreements, equipment leases, or other contracts, agreements, or transactions with any third party with respect to or affecting the Property, which may remain in effect and to which Buyer or the Property may be subject after the Closing.

“Due Diligence Documents” means the documents and information listed on Exhibit B hereto.

“Seller’s Liens” means any deeds of trust, mortgages, or mechanics’, judgment, tax, or other monetary liens encumbering the Property, any title exceptions arising after the Effective Date as a result of a violation by Seller of this Agreement, and any obligations of Seller under any Contracts (other than Assigned Contracts, if any).

10. CONSTRUCTION. This Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that they and their respective counsel have had the opportunity to review and give input with respect to this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. The headings contained herein are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement, the term “including” and terms of similar import shall be deemed to mean “including without limitation,” and, as the context so requires, terms defined or used in the singular shall have a comparable meaning when used in the plural, and vice versa and the use of the neuter shall also refer to the masculine or feminine, and vice versa.
11. COVENANTS. From and after the Effective Date and until the Closing or earlier termination of this Agreement:
 - a. Title. Seller shall not convey any right, title, or interest in or to the Property, or create or permit any new title exceptions with respect to the Property without Buyer’s consent, other than exceptions to be cured by Closing. If there are any Seller’s Liens, Seller shall cause the same to be discharged, terminated, and released as required in order to convey title to the Property in accordance with this Agreement.
 - b. Physical Condition and Operation. Seller will manage, operate, insure, and maintain the Property in the same manner and condition as before the Effective Date, reasonable wear and tear excepted; without limiting the generality of the foregoing, Seller will not alter the Property or commit or permit waste to the Property without Buyer’s consent. If the Property includes any Personal Property, Seller will not remove any material item of Personal Property without Buyer’s consent, unless the same is obsolete and is replaced by tangible personal property of equal or greater utility and value.
 - c. Contracts. Seller will terminate all contracts, agreements, or transactions with any third party with respect to or affecting the Property before Closing (other than Assigned Contracts, if any). Seller will not enter into or amend any Contracts without Buyer’s consent. If the Property includes any Assigned Contracts, Seller will not violate or terminate such Assigned Contracts and Seller will operate under such Assigned Contracts in the ordinary course of business; without limiting the generality of the foregoing, Seller will not collect any rents or others amounts due under any Assigned Contracts more than one month in advance, and it will report and prorate all amounts collected before Closing.
 - d. Exclusivity. Seller agrees not to market or show the Property to any other prospective purchasers or to solicit, entertain, or accept any offers for the Property (whether or not subordinate to this Agreement) from any other prospective purchasers.

12. CONTINGENCIES. This contract is contingent upon the Sedalia City Council giving final approval for the contract and agreement to be signed by the City Administrator and for the funds to be released.
13. CLOSING AND POSSESSION. The Closing shall occur at the offices of the Seller 12:00 p.m. on the _____, 2021, or such other time as mutually agreed by the parties. A party need not be present at Closing if such party has delivered all of the items it is required to deliver at Closing by the Closing Date with escrow instructions consistent with this Agreement.
 - a. Seller's Deliveries. At Closing, Seller shall deliver possession of the Property. Seller shall deliver the Property "as is" and without any representations or warranties, Seller and Buyer hereby disclaiming any such representations or warranties, in each case except as expressly provided herein. Seller also shall execute and deliver to Buyer the following:
 - i) A Special Warranty Deed conveying all right, title, and interest in and to the Land and Improvements, free and clear of all liens and encumbrances.
14. RISK OF LOSS AND CONDEMNATION. Seller has the risk of loss, destruction, or damage to the Property until Closing. If any such event occurs prior to Closing, Seller will promptly notify Buyer and this contract shall terminate.
15. ASSIGNMENT. Buyer may assign its rights under this Agreement to an affiliate without Seller's consent, and no other assignment of this Agreement or any interest therein shall be permitted without Seller's prior written consent; provided, that in no event shall any assignment release the assignor from any obligations hereunder.
16. GENERAL.
 - a. Notices. Any notice or other communication required or permitted hereunder must be in writing and either: hand-delivered; or sent overnight via a reputable national courier or mailed by U.S. certified mail, fees and postage prepaid, in each case to the relevant party at its address as set forth above (as the same may be changed by notice given in accordance herewith). Any such communication shall be deemed given, delivered, and effective: when hand-delivered; one (1) business day after deposit with the courier; or three (3) business days after deposit with the U.S. Postal Service.
 - b. Time. Time is of the essence in the performance of and compliance with this Agreement; provided, that if any date or period specified herein falls or expires on a day which is not a business day, then such date or period shall be automatically deemed moved or extended to the next business day.
 - c. Survival. If this Agreement terminates in accordance with its terms, it shall cease to be of any further force or effect and the parties shall be relieved from all obligations hereunder, except for such obligations which are expressed or by their terms are intended to survive.
 - d. Miscellaneous. This Agreement shall be governed by the laws of the State of Missouri, without regard to conflicts of law principles. This Agreement constitutes the complete and integrated agreement of the parties and supersedes all prior and contemporaneous discussions, negotiations, understandings, and agreements relating to the subject matter hereof. This Agreement is binding upon and shall inure to the benefit of Seller and Buyer, their respective heirs, successors, and permitted assigns. This Agreement is intended to be enforceable in all respects, but if any provision hereof is invalid or unenforceable under applicable law, such provision shall be enforced to the fullest extent permitted by law and the validity and enforceability of the other provisions shall be unaffected. This Agreement may not be amended or modified except in a writing signed by all parties, and no term or condition hereof shall be deemed waived by a party except in a writing

signed by such party. No failure or delay in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or of any other right or privilege. This Agreement may be executed and delivered via facsimile or other electronic transmission, which shall be deemed to be originals.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates set forth below, to be effective as of the Effective Date.

BUYER:

THE CITY OF SEDALIA MISSOURI

Kelvin Shaw, City Administrator

Attest:

Arlene Silvey
City Clerk

SELLER:

Sandra Roberts

EXHIBIT A

Legal Description

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF BOONVILLE STREET AND THE WEST LINE OF THE ROADWAY AS DESCRIBED IN BOOK 240, PAGE 426, OF THE RECORDER'S OFFICE OF PETTIS COUNTY, MISSOURI, RUNNING THENCE WEST ALONG THE NORTH LINE OF BOONVILLE STREET SIX HUNDRED TWENTY (620) FEET, THENCE NORTH SIX HUNDRED SIXTY-SIX (666) FEET, THENCE EAST SIX HUNDRED TWENTY (620) FEET, THENCE SOUTH SIX HUNDRED SIXTY-SIX (666) FEET TO THE PLACE OF BEGINNING; ALL IN THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI. BEING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION THIRTY-FOUR (34) IN TOWNSHIP FORTY SIX (46) NORTH OF RANGE NUMBER TWENTY ONE (21) WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE COUNTY OF PETTIS AND STATE OF MISSOURI.

EXHIBIT B
Due Diligence Documents

Title of Document: **Warranty Deed**

Execution Date of Document: _____

Grantor's Name & Mailing Address: Sandra Roberts, a single woman, 967 Wetz Road, Marion, Texas 78124-2056

Grantee's Names & Mailing Addresses: City of Sedalia, Missouri, a Missouri municipal corporation, c/o City Administrator, 200 South Osage Avenue, Sedalia, Missouri 65301

Legal Description of Property located in Pettis County, Missouri:

Rear Land NW Corner North Veterans Memorial Drive and East Boonville Street:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF BOONVILLE STREET AND THE WEST LINE OF THE ROADWAY AS DESCRIBED IN BOOK 240, PAGE 426, OF THE RECORDER'S OFFICE OF PETTIS COUNTY, MISSOURI, RUNNING THENCE WEST ALONG THE NORTH LINE OF BOONVILLE STREET SIX HUNDRED TWENTY (620) FEET, THENCE NORTH SIX HUNDRED SIXTY-SIX (666) FEET, THENCE EAST SIX HUNDRED TWENTY (620) FEET, THENCE SOUTH SIX HUNDRED SIXTY-SIX (666) FEET TO THE PLACE OF BEGINNING; ALL IN THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI. BEING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION THIRTY-FOUR (34) IN TOWNSHIP FORTY SIX (46) NORTH OF RANGE NUMBER TWENTY ONE (21) WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE COUNTY OF PETTIS AND STATE OF MISSOURI.

Book/Page & Document Type Referred to in this Document: N/A

THIS INDENTURE made on the ____ day of _____, 2021, by Sandra Roberts, a single woman, party of the first part, and City of Sedalia, Missouri, Missouri municipal corporation, party of the second part;

WITNESSTH, that the said parties of the first part, in consideration of the sum of \$40,000.00 AND OTHER CONSIDERATIONS to her paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents, Remise, Release and forever Quit-Claim under the said party of the second part, the following described lots, tracts or parcels of land lying, being and situated in the County of Pettis and State of Missouri, to-wit:

SEE ABOVE LEGAL DESCRIPTION

TO HAVE AND TO HOLD the same, with all the rights, immunities, privileges and appurtenances thereto belonging unto said parties of the second part and their successors and assigns forever; so that neither the said party of the first part nor their heirs; nor any other person or persons, for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE PURCHASE OF PROPERTY LOCATED AT 404 EAST SECOND STREET BY WARRANTY DEED BY THE CITY OF SEDALIA, MISSOURI FROM BRITT T. BOOTH AND EVA M. BOOTH.

WHEREAS, The City of Sedalia, Missouri has received a proposal from Britt T. Booth and Eva M. Booth to sell property located at 404 East Second Street at an agreed upon amount as contained in the real estate purchase and sale agreement and warranty deed as set forth in Exhibits A and B attached hereto and incorporated by reference.

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

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

Section 2. The Council of the City of Sedalia, Missouri, hereby approves the acceptance of a warranty deed by the City of Sedalia, Missouri from Britt T. Booth and Eva M. Booth for the conveyance of property in substantially the same form and content as proposed in Exhibit B.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 20th day of December 2021.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of December, 2021.

John Kehde, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

CONTRACT FOR SALE OF REAL ESTATE

This CONTRACT, made this _____ day of _____, 2021, between Britt T. Booth and Eva M. Booth, a married couple, **SELLERS**, and the City of Sedalia, Missouri, a Missouri municipal corporation, **BUYER**, all of Pettis County, Missouri.

WITNESSETH:

1. The Sellers agree to sell and convey, and the Buyer agrees to buy, upon the terms herein set out, the following described real estate in Sedalia, Missouri:

LOT FIFTEEN (15) IN MEYER AND KAHRS' ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI.

Said property is subject to zoning laws, ordinances and easements and restrictions of record.

The Sellers also agree to sell and convey, and the Buyer also agrees to buy, upon the terms herein set out, all structures and any remaining personal property and fixtures within said structures as of the date of closing of this contract.

This agreement is subject to the following contingencies: none

2. The price to be paid by Buyer therefore is \$5,000.00 (Five Thousand Dollars) and other good and valuable consideration, payable at the closing of this contract.

3. The Sellers shall give the Buyer absolute possession of their interests in the premises at the date of closing and shall convey by general warranty deed a marketable title, free from all liens and encumbrances, to Buyer.

4. This contract shall be closed on or before _____, 2021 at 10:00 a.m. at the offices of Landmann Title Company, 111 West Third Street, Sedalia, Missouri 65301 at which time all papers shall be delivered to the respective parties. All property taxes shall be prorated between the parties as of the date of closing. The buyer shall pay all recording costs. The parties can agree to a different closing date and time.

5. This agreement shall be binding on the parties thereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereunto subscribe their names the day and date first written. Executed in duplicate.

Britt T. Booth
Seller

Eva M. Booth
Seller

Kelvin L. Shaw, City Administrator
City of Sedalia, Missouri
Buyer

Attest:

Arlene Silvey, MPCC
City Clerk

Title of Document: **WARRANTY DEED**

Execution Date of Document: **December 21, 2021**

Grantors' Names & Mailing Addresses: Britt T. Booth and Eva M. Booth, a married couple

Grantees' Names & Mailing Addresses: City of Sedalia, Missouri, a Missouri municipal corporation, c/o City Administrator, 200 South Osage, Avenue, Sedalia, Missouri 65301

Legal Description of Property located in Pettis County, Missouri:

404 East Second Street, Sedalia, Missouri 65301

LOT FIFTEEN (15) IN MEYER AND KAHRS' ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI

Book/Page & Document Type Referred to in this Document: **N/A**

THIS INDENTURE made on the 21st day of December, 2021 by Britt T. Booth and Eva M. Booth, a married couple, parties of the first part, and City of Sedalia, Missouri, a Missouri municipal corporation, party of the second part;

WITNESSTH, that the said parties of the first part, in consideration of the sum of **ONE DOLLAR AND OTHER CONSIDERATIONS** to them paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents, Remise, Release and forever Quit-Claim under the said party of the second part, the following described lots, tracts or parcels of land lying, being and situated in the County of Pettis and State of Missouri, for public right-of-way purposes, to-wit:

SEE ABOVE LEGAL DESCRIPTION

TO HAVE AND TO HOLD the same, with all the rights, immunities, privileges and appurtenances thereto belonging unto said parties of the second part and their successors and assigns forever; so that neither the said party of the first part nor their heirs; nor any other person or persons, for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred, for so long as the same is used for its intended purpose of a public right-of-way.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals on the day and year first above written.

Britt T. Booth

Eva M. Booth

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2021, before me personally appeared Britt T. Booth and Eva M. Booth, a married couple, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

(SEAL)

Notary Public
My commission expires: _____

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE ACCEPTANCE OF QUIT CLAIM DEEDS FOR PROPERTIES LOCATED AT _____ IN THE CITY OF SEDALIA, MISSOURI.

WHEREAS, the City of Sedalia, Missouri has agreed to accept properties located at _____, Sedalia, Missouri 65301 ('Property') for a negotiated sum and other valuable consideration and also accept Quit Claim Deeds for said Properties; all on the terms as set forth in the Quit Claim Deeds in Exhibits A thru C attached hereto and incorporated by reference as if 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 the acceptance of the properties by Quit Claim Deeds in substantially the same form and content as proposed in Exhibits A thru C.

Section 2. The City Administrator is authorized to accept said deeds, and the City Clerk is hereby authorized and directed to file in her office the said Deeds after recording said Deeds and Ordinance with the Pettis County Recorder of Deeds.

Section 3. 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 20th day of December, 2021.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of December, 2021.

John Kehde, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE ACCEPTANCE OF A QUIT CLAIM DEED FOR PROPERTY LOCATED AT _____ IN THE CITY OF SEDALIA, MISSOURI.

WHEREAS, the City of Sedalia, Missouri has agreed to accept property located at _____, Sedalia, Missouri 65301 ("Property") for a negotiated sum and other valuable consideration and also accept a Quit Claim Deed for said Property; all on the terms as set forth in the Quit Claim Deed in Exhibit A attached hereto and incorporated by reference as if 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 the acceptance of the property by a Quit Claim Deed in substantially the same form and content as proposed in Exhibit A.

Section 2. The City Administrator is authorized to accept said deed, and the City Clerk is hereby authorized and directed to file in her office the said Deed after recording said Deed and Ordinance with the Pettis County Recorder of Deeds.

Section 3. 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 20th day of December, 2021.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of December, 2021.

John Kehde, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk