



City Council Meeting Agenda

Tuesday, January 17, 2023 – 6:30 p.m.
City Hall, 200 South Osage, Sedalia MO

MAYOR: ANDREW L. DAWSON

MAYOR PRO-TEM: TINA BOGGESS

- A. **CALL TO ORDER** – Mayor Dawson – Council Chambers
- B. **PRAYER & PLEDGE OF ALLEGIANCE**
- C. **ROLL CALL**
- D. **SPECIAL AWARDS**
 - 1. Presentation – Life Save Awards for Fire and Police
- E. **SERVICE AWARDS** - None
- F. **RETIREMENT AWARDS** - None
- I. **APPROVAL OF PREVIOUS SESSION MINUTES**
 - A. Special Council Meeting – December 30, 2022
 - B. Council Meeting – January 3, 2023
 - C. Strategic Planning Session – January 7, 2023
- II. **REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES**
 - A. Acceptance of Planning and Zoning Commission Minutes dated December 7, 2022
- III. **ROLL CALL OF STANDING COMMITTEES**
 - A. **FINANCE / ADMINISTRATION** – Chairman Chris Marshall; Vice Chairman Jack Robinson
 - 1. Presentation – Financial Update (Jessica Pyle, Presenter)
 - B. **PUBLIC WORKS** – Chairman Thomas Oldham; Vice Chairwoman Tina Boggess
 - 1. Award Contract for Engineering Consultant – Small Sewer Projects – Project B \$43,000.00
Council Discussion led by Chairman Oldham
 - Call for Ordinance authorizing agreements for engineering services on small sanitary sewer extension and replacement projects - Mayor Dawson
 - C. **PUBLIC SAFETY** - Chairman Jack Robinson; Vice Chairman Steve Bloess
 - 1. Fire Survey Fees – Increase from \$12,300.00 to \$23,500.00
Council Discussion led by Chairman Robinson
 - Ordinance Authorizing an Amendment to the Professional Services Agreement by and between The City of Sedalia, Missouri and Hofer Welker, LLC., for increased Survey Fees – Mayor Dawson
 - 2. Assistance to Firefighters Equipment Grant; Fire House Subs Grant; and Assistance to Firefighters Safer Grant – Mayor Dawson
Council Discussion led by Chairman Robinson
 - Call for Resolution Authorizing the Sedalia Fire Department to submit an Assistance to Firefighters Equipment Grant Application – Mayor Dawson

R Call for Resolution Authorizing the Sedalia Fire Department to submit a Fire House Subs Grant Application – Mayor Dawson

R Call for Resolution Authorizing the Sedalia Fire Department to submit an Assistance to Firefighters Safer Grant Application – Mayor Dawson

3. Budget Amendment & Vehicle Purchase – Dodge Ram 1500 – Fire Department

Council Discussion led by Chairman Robinson

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

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

D. COMMUNITY DEVELOPMENT – Chairwoman Rhiannon Foster; Vice Chairman Bob Cross – No Report

IV. OTHER BUSINESS

A. RESIGNATIONS

1. John Kehde – Planning and Zoning Commission– Effective Immediately
2. John Kehde – Housing Authority Board of Directors – Effective Immediately
3. Michelle Bassett – Central Business and Cultural District Board of Directors – Effective immediately

B. APPOINTMENTS

1. Garry Holstein – Central Business & Cultural District Board of Directors – Completing Michelle Bassett's term expiring January 2024
2. Mike Privitt – Planning & Zoning Commission – Completing John Kehde's Term expiring June 2026

C. LIQUOR LICENSES

Renewals:

- *Lovell Curry dba The Den, 115 West Main, Liquor by the Drink & Sunday Sales, \$750.00
- *Gloria Ayala dba El Espolon, 2400 South Limit, Liquor by the Drink & Sunday Sales, \$750.00
- *Gloria Ayala dba Tacos Degollado, 813 Thompson Boulevard, Liquor by the Drink & Sunday Sales, \$750.00

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

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

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

A. Roll Call Vote for Closed Door Meeting

B. Discussion of closed items

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

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

VIII. BUSINESS RELATED TO CLOSED DOOR MEETING

A. Motion and Second to reopen regular meeting

B. Roll Call

C. Ordinance accepting settlement Contract

D. Ordinance Approving Sale of Property

ADJOURN MEETING

A. Motion and second to adjourn meeting

Click on any agenda item to view the related documentation

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Access Code: 578-973-061

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

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

POSTED ON JANUARY 13, 2023, AT 3:30 P.M. AT THE SEDALIA MUNICIPAL BUILDING, BOONSLICK REGIONAL LIBRARY, SEDALIA PUBLIC LIBRARY AND ON THE CITY'S WEBSITE AT WWW.SEDALIA.COM



OFFICE OF THE CITY ADMINISTRATOR

To: Honorable Mayor Andrew L. Dawson & City Council Members
From: Kelvin Shaw, City Administrator *KS*
Re: Agenda items for City Council meeting on Tuesday, January 17, 2023, 6:30 p.m.

Finance/Administration Committee - There is one item for consideration through the Finance / Administration Committee.

1. Jessica Pyle, Finance Director, will provide a brief update on tax revenue collection trends.

Public Works Committee – There is one item for consideration through the Public Works Committee.

1. In order to comply with our procurement policies and state statutes on engaging engineers, staff has issued requests for qualifications. This process looks to the qualifications to find the best suited professional services contracts for engineering. Staff reviewed the qualifications of the four firms responding, and recommends approval of contracts with two firms for the relatively small sewer projects. Having two firms pre-qualified from this process will allow the City to spread the work throughout the year to the firm best suited at the time for each specific project. Specifically, staff recommends approval of contracts with ES&S, Inc. and Broad-foot Engineering, LLC for engineering services at this time.

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

1. Council previously approved a contract with Hoefer Welker, LLC for the design of fire station facilities. Part of that contract is for the topology surveys on the potential sites. As we were looking at the best locations for fire stations, we determined it would be beneficial to increase the area being surveyed to aid in site selection and positioning of the facilities. Staff recommends a change order to the contract to expand the site surveying services.
2. As discussed during the strategic planning sessions, moving to a three-station model for our fire protection services will require added equipment and staffing. Chief Irwin has identified some grant opportunities to offset some of these added costs. Staff recommends approval of three resolutions to authorize the application for an Assistance to Firefighters Equipment Grant, a Fire House Subs Grant, and an Assistance to Firefighters SAFER Grant as the windows open for the applications.
3. Vehicles have been difficult, at best, over the last couple years to procure. Included in the current fiscal year budget is a command vehicle for the Fire Department. This unit is on order, but will likely not be available until next fiscal year. Further, as discussed during the recent strategic planning for next fiscal year, the fire department will be proposing the replacement of vehicles used in plan review and fire inspections. The local Dodge Ram dealer reached out to us to let us know that they had ordered a pick up under the state contract for another fire service provider and by the time the unit arrived that agency no longer wanted the vehicle. They have offered us the first shot at this truck at the contracted price of

\$36,391. Since this vehicle was ordered under the manufacture's public safety program, it would only be available for purchase for a public safety agency. They agreed to hold the truck for us for Council's consideration at this meeting. Staff recommends approval of the purchase of this truck to be used as a command response and inspection services vehicle in the fire department.

Community Development Committee – There are no items for consideration through the Community Development Committee.



CITY OF SEDALIA, MISSOURI
SPECIAL COUNCIL MEETING
DECEMBER 30, 2022

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

The Council of the City of Sedalia, Missouri duly met in Special Session on Friday, December 30, 2022 at Noon at the Municipal Building in the Council Chambers with Mayor Andrew L. Dawson presiding. Mayor Dawson called the meeting to order.

ROLL CALL:

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

The meeting adjourned at 12:02 p.m. on motion by Oldham, seconded by Marshall to a closed-door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate) and 12 (Negotiated Contracts) of Section 610.021 RSMo. Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No".

The regular meeting reopened at 12:40 p.m. on motion by Oldham, seconded by Foster. All in favor.

ROLL CALL:

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

BUSINESS RELATED TO CLOSED DOOR MEETING:

BILL NO. 2022-224, ORDINANCE NO. 11718 – AN ORDINANCE AUTHORIZING THE EXECUTION OF A REAL ESTATE DONATION AGREEMENT was read once by title.

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

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

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

BILL NO. 2022-225, ORDINANCE NO. 11719 – AN ORDINANCE AUTHORIZING AN IRREVOCABLE CONSENT TO ANNEXATION AND UTILITY SERVICES AGREEMENT TO EXTEND THE CITY OF SEDALIA'S WATER SYSTEM AND SANITARY SEWER was read once by title.

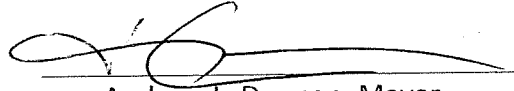
2nd Reading – Motion by Foster, 2nd by Oldham. All in favor.

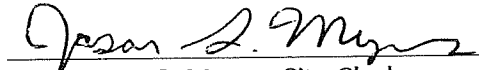
Final Passage – Motion by Oldham, 2nd by Foster. All in favor.

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

The meeting adjourned at 12:45 p.m. on motion by Oldham, seconded by Foster. All in favor.

THE CITY OF SEDALIA, MISSOURI


Andrew L. Dawson, Mayor


Jason S. Myers, City Clerk



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
JANUARY 3, 2023

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

The Council of the City of Sedalia, Missouri duly met on Tuesday, January 3, 2023 at 6:30 p.m. at the Municipal Building in the Council Chambers with Mayor Andrew L. Dawson presiding. Mayor Dawson called the meeting to order and asked for a moment of prayer led by Councilman Jack Robinson followed by the Pledge of Allegiance.

ROLL CALL:

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

SPECIAL AWARDS:

2022 Christmas Light Contest Winners

- 1st Place - Michael Burdick - 606 E. 11th Street - \$100.00
2nd Place - Brandon Hammond - 235 South Park - \$50.00
3rd Place - Ryan Welch - 2401 South Grand - \$25.00

SERVICE AWARDS:

Table with 4 columns: Award, Name, Title, Department. Rows include 35 Year Gift Card/Certificate (Robert Lawson, Lab Tech, Water Pollution Control), 25 Year Gift Card/Certificate (Loretta Nye, Records Tech, Police), 5 Year Pin/Certificate (Heather Bridges, HR Specialist, Human Resources).

Human Resources Director Shannon Ramey-Trull stated Heather Bridges started with the Finance Department and has been with Human Resources for 2 years and is a great asset to the department.

RETIREMENT AWARDS:

Kenneth Oswald - Street Department - 25 years and 3 months of service - Retired December 23, 2022. Mr. Oswald thanked the Mayor and Council for his gift and for allowing him to work the past 25 years and hopes he is leaving the City better than he found it. For the past 4 years he has ran the street sweeper and hopes he has set a standard for the next person in line. Mr. Oswald received a pellet grill as a retirement gift.

MINUTES: The Council Meeting minutes of December 19, 2022 were approved on motion by Oldham, seconded by Robinson. All present in favor. Boggess was absent.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: None

ROLL CALL OF STANDING COMMITTEES:

Scott Joplin International Ragtime Foundation: Annual Report

Scott Joplin Ragtime Foundation Board Member, John Simmons, presented the Annual Report for the Foundation. The Board's mission is "to preserve and promote and understanding and appreciation of Ragtime music and its history worldwide, and further to promote Scott Joplin's contribution to Ragtime music and the importance of Sedalia, Missouri to Ragtime history."

For More than 66 years, concerts and festivals have celebrated Scott Joplin and his music in Sedalia and the annual festival has been ongoing for 46 years. The annual 4-day festival hosts 23+ musicians, 2 free performances, Katy Depot free venue, 7 Liberty Center concerts, 9 symposiums, interaction with musicians and Ragtime reunion. The Artist in Residence Program will be held the 1st week of February 2023.

2022 was the first time the festival has been held since the 2020 and 2021 festivals were cancelled. There were 633 festival tickets sold in 2022 compared to 1,171 in 2019. There were visitors from 26 states and 4 foreign countries. Overnight visitors, daytime tourism expenditures and foundation revenue had a total direct economic impact of \$98,058.00. In 2020 and 2021, when the festivals were cancelled, "Syncopated Saturday Night" was created and is a Facebook event held once a month where Ragtime performances are broadcasted. It raised \$29,715.00 in donations and helped musicians and performers that didn't have venues to perform.

The City's support wasn't necessary for 2020 and 2021, however, in 2022 the foundation accepted the City's support in the amount of \$10,000.00 to help with free venues, infrastructure and equipment. City Staff also assists with venue construction and décor, street cleaning, trash removal and the festival is posted on the City's website. Local businesses contribute over \$10,000.00 in products, services and sponsorships, Missouri Arts Council provides an annual grant of \$10,729.00, the foundation receives a Tourism Marketing grant for \$33,620.00 and local clubs and organizations help support the event.

Vision for the Future:

- Continue to build attendance numbers back to pre-pandemic levels with increased year round visitors to Sedalia seeking ragtime culture as the market re-emerges.
- Better use of Furnell Pavilion – Introduced at 2022 festival.
- Syncopated Saturday Nights – YouTube presence.
- Educating younger generations to the importance of Ragtime's contribution to modern American music.
- Increased awareness of Sedalia's location and importance of American music.

Doug Freed, President of the Scott Joplin Ragtime Foundation, stated the foundation appreciates everything the City does for the festival. The investment in downtown infrastructure, organizations involved, Central Business and Cultural District, Tourism Commission, Liberty Center, Katy Depot, Missouri Arts Council and Furnell Companies make the festival possible. Mr. Freed invited everyone to attend the festival this year.

- The safekeeping agreement with Central Trust Bank is an alternate investment option with intent to purchase U.S. Government Treasuries and brokerage certificates of deposit and allow online access to the account. Central Bank offered the account at no additional cost.

BILL NO. 2023-001, ORDINANCE NO. 11720 – AN ORDINANCE APPROVING AND ACCEPTING A SAFEKEEPING AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND CENTRAL TRUST BANK was read once by title.

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

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

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

Strategic Planning Presentation – Animal Services

Animal Shelter Manager Randi Battson stated the Sedalia Animal Shelter has 49 dog kennels, 96 cat kennels and a “Wiggle Room” located behind the Shelter that allows dogs to exercise and develop social skills. The Animal Shelter is open Monday-Saturday 12 p.m. to 5 p.m. and Animal Control operates at a minimum from 1 p.m. to 5 p.m. Monday -Saturday.

Statistics (January – December)

2021 – Adoptions 682; Returned to Owners 277; Transferred 21; Euthanasia 30; Intake 1,011 animals

2022 – Adoptions 589; Returned to Owners 224; Transferred 22; Euthanasia 31; Intake 914 animals

Goals & Status for 2022:

Walking Trail – Mowing of property maintained by Park Department; Gazebo and landscaping hasn’t been added.	Electronic Citations – Should be up and running after first of year.
Promote Good Practices – Education, Facebook posts, pamphlet/flyers; Numbers have gone down; new Ordinances put in place.	

2023 Goals:

- Walking Trail – Landscape entrance in partnership with Parks Department; add memorial benches; place trail markers with waste bag stands.
- Dog Park – Fall 2023 or 2024 depending on Parks Department grant application.
- Update Van – Utilize parts, body work and wrap for more professional appearance.
- Revise City Animal Ordinances – Eliminate repetitive Ordinances and those that don’t hold weight for citizens or animals; introduce new Ordinances that enable law enforcement to protect citizens and pets.

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

Strategic Planning Presentation – Parks and Recreation

Parks & Recreation Director Amy Epple stated the Department’s mission is “to provide programs, facilities and services that will enhance the quality of life for all Sedalia citizens.”

2022 Achievements:

Opening of Heckart Community Center	Art in the Park additions
Over 4,000 members at Heckart Community Center	Repairs of Liberty Park Bridge
Hubbard Splash Pad opened	Over 20 new programs added
Expansion of Liberty Lights	Planted over 100 trees and 1,000 tulips
Electrical Improvements	Field improvements at Centennial

Strategic Planning:

Special Projects: RFQ for Outdoor Aquatic Facility; New Train Engine; Expansion of Liberty Lights Phase 4; Corporate Memberships at Heckart Community Center; Liberty Playground Completion; Tournaments/Programs added; Liberty Stadium Grant; Sponsorships for events; Convention Hall Improvements.

Liberty Park Stadium (Option A) Grant Approved: Outfield grass replaced with turf; Restrooms & concession heat/ac; Parking lot paved, drainage improved; Fan stand and seating improvements; Dugouts improved; Locker rooms updated; Scoreboard add-on of pitch count.

Liberty Park Stadium (Option B) Grant Not Approved: 3 section dog park behind Animal Shelter; parking lot; restroom (long term); Lights updated at Clover Dell Park; Liberty Park Stadium Capital Improvements Campaign.

Recreation: Family Camp-Out at Clover Dell; family fitness classes; Special Olympics; possibly moving Show-Me-Game’s Pickleball events to Sedalia; Aquatic bounce house.

3 Year Goals: Opening of new aquatic facility; Dog park completed; Parking/drainage improvements at Liberty Park; New Playground at Katy & Vermont Parks; Lights replaced at soccer fields; Soccer field improvements; Restroom at Clover Dell near lake area.

5 Year Goals: 2nd Splash Pad; Sand-Volleyball at Clover Dell; LED lights in park; More parking at House; New maintenance shop; Field improvements at Hubbard Ballfield; 10 minute walk to park study.

Strategic Planning Presentation – Wastewater Division

Public Works Director Brenda Ardrey stated as of December 31, 2022, 1.7 billion gallons of wastewater has been processed. Water Pollution Control maintains 3 wastewater treatment plants, 1 compost facility, 187 miles of sewer collection lines, 2,280 manholes and 17 lift stations. Pretreatment programs are in place for 7 permitted industries, 79 restaurants, 60 automotive shops, 8 car washes, 16 dental offices and 31 city facilities. The Department complies with state and federal National Pollutant Discharge Elimination System permit requirements, ensures compliance with municipal separate storm sewer permits, reviews all civil engineering plans for stormwater compliance and has 46 permitted stormwater structure inspections.

FY 2023 Highlights:

Central Wastewater Treatment Plant: Replaced 3 secondary Lift Station pumps and Variable Frequency Drives, 2 secondary Scum Pit Pumps, 1 Return Activated Sludge Pump, 1 Sludge Pump, 1 Grit Chamber Blower Motor, 1 aeration blower and 1 gear box motor on skimmer on primary clarifier. Rehab Sludge Belt Filter Press (Phase I review and improvements complete, Phase II waiting on parts and pricing); Plant upgrade – received letter from Burns and McDonnell.

Southeast Wastewater Treatment Plant: Replaced 2 Influent Pumps, 2 mixers and 1 Sludge pump.

North Wastewater Treatment Plant: Replaced 1 Cascade Pump, 1 Sludge Pump, 2 Gear motors, 1 Sump Pump and SensaPhone Dialer (SCADA component).

Operating permits at all 3 wastewater treatment plants – applications filed timely with MDNR; final stage of Water Effects Ratio Analysis & Metals Translator Studies at North & Southeast Plants	Master Plan complete
Tree Management – Root control to keep mains free flowing (complete for 2022); tree grinding (complete for 2022)	Stormwater – ARPA Grant received (\$2,272,571.50 ARPA Funds + \$2,272,571.50 Local Match = \$4,545,143.00 Total); 8 funded subprojects: S. Ohio & W 16 th ; Liberty Park Blvd. & S. Park, E. 11 th & S. Montgomery, S. Center & E. Broadway, S. Quincy & W. 28 th , W. 16 th & S. Park, W. 9 th and W. 13 th
Replaced Menards (Central Regional) & Thompson Meadows North (Pelham Drive) lift stations	Main Street Lift Station overflow rehab project - complete

FY 2024 Budget Requests:

Wastewater Treatment Plants: Southeast – Replace 1 Influent Pump, rehabilitate skimmer process, replace roll type door at sludge room. Central – Replace Sludge Pump, purchase 1 Sludge Pump motor to have on hand, replace 1 reactivated Sludge Pump, replace 50hp Biobasin mixer, engineer/begin plant upgrade/rehab. North – Replace 2 Submersible Pumps and dredge equalization basin (10+ acres).

Compost Facility: Replace 1 comp dog and rehabilitate 1 comp dog.

Collection System: Main Extensions – Prairie Hollow extension and new Lift Station; Near Central Regional Lift Station under Union Pacific rail to WireCo; S. Limit from West to East near 3615 S. Limit (includes Lift Station) and extension south of 3815 S. Limit; W. Main from S. Lamine to S. Washington; From State Fair Blvd. running west along Herold Ave.

Lift Stations: Replace 2 pumps at High School Lift Station (\$40,000.00), replace 1 Pump at Heard St. Lift Station (\$11,000.00), 1 generator for Small Lift Station (Missouri Pressed Metals), replace 1 pump at 32nd St. Lift Station (\$25,000.00) and replace 1 150hp pump at 28th & New York Lift Station (\$58,000.00).

Cure-In-Place Pipe (Inflow & Infiltration): Estimated \$140,000.00 for projects.

Equipment: Cost share vacuum truck with Water Division to hydro-excavate, clean sanitary sewer pipe and stormwater pipe (\$275,000.00/each); Install cameras for safety and AWIA compliance for plants and lift stations; Replace 1999 Chevrolet S10 and 1998 Ford Ranger; Replace 1 camera crawler for CCTV unit used to video underground line condition.

FY 2024 Planning:

- Transition from Alliance Water Resources to new operations contractor.
- Continue working on strategies to recruit licensed personnel, pay rates to retain workers and training program to build skill sets.
- Continue working to complete Department of Natural Resources process to permit wastewater treatment plants.
- Implement Master Plan phases.
- Continue tree management/root control.
- Continue tree grinding for compost operations.
- Implement ARPA Stormwater Project – Year 1.
- Continue working with maintenance contractor to identify pumps requiring rehabilitation/replacement.
- Evaluate power back-up for one lift station without generator capacity.
- Install new manholes and grout existing manholes
- Recruit volunteers for storm drain marking and other stormwater projects.

Due to ammonia and copper limits being exceeded at the Central and North Plants, the Department of Natural Resources has suggested that the City to enter into a voluntary Abatement Order on Consent to allow for a scheduled return to compliance.

Planned actions:

Central Plant – Aeration equipment including aeration blowers and fine bubble diffusers (\$3.2 million); Phase II of Sludge Filter Press Improvements; Build redundancy in sludge processing by purchasing extra motor for sludge filter pumps to allow swapping out of motors.

North Plant – Continue upkeep of mechanical equipment at existing trickling filter plant to attain compliance; complete Metals Translator Study and Water Effects Ratio Analysis in relation to copper limits; continue sampling of industrial flows for any copper increases; partial dredging of North Equalization Basin; continue work on replacing North Plant.

➤ The budget amendment and agreement are for the purchase of 2 dry pit submersible pumps and valve replacements at the Main Street Lift Station. Agreement with FTC Equipment, LLC for \$52,446.00.
BILL NO. 2023-002, ORDINANCE NO. 11721 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023 REGARDING WPC LIFT STATION PUMPS AND VALVES was read once by title.
2nd Reading – Motion by Oldham, 2nd by Robinson. All present in favor. Boggess was absent.
Final Passage – Motion by Foster, 2nd by Oldham. All present in favor. Boggess was absent.
Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Hiller, Cross, Foster and Bloess. No one voted “No”. Boggess was absent.

BILL NO. 2023-003, ORDINANCE NO. 11722 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR REPLACEMENT OF DRY PIT SUBMERSIBLE PUMPS AND VALVES AT THE MAIN STREET LIFT STATION was read once by title.

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

➤ Public Works received a Transportation Alternatives Program Agreement for \$500,000 for the Katy Depot - Liberty Park Connect Sedalia Project. Currently there is not an engineering plan, however, sidewalks from the Katy Depot to downtown and Boonslick Library to Liberty Park need replaced to be ADA compliant. This will also provide safe streets for pedestrians and mobility access for those with wheelchairs and other devices and allows for Katy Trail participants to connect to other trails and venues. There will be public participation in the design and discussion.

BILL NO. 2023-004, ORDINANCE NO. 11723 – AN ORDINANCE APPROVING AND ACCEPTING A TRANSPORTATION ALTERNATIVES PROGRAM (TAP) AGREEMENT FOR THE KATY DEPOT- LIBERTY PARK CONNECT SEDALIA PROJECT WITH THE MISSOURI DEPARTMENT OF TRANSPORTATION was read once by title.

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

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

APPOINTMENTS:

The following appointments were read and approved on motion by Oldham, seconded by Robinson. All present in favor. Boggess was absent.

Zoning Board of Adjustments:

*Mike Privitt – Completing Kevin Wade’s Term expiring June 2026

*Chris Paszkiewicz – Alternate Member – Term expiring June 2026

BIDS: Replace 2 Dry Pit Submersible Pumps & Valves – Main Street Lift Station – October 31, 2022

LIQUOR LICENSES: The following renewal liquor license was read and approved on motion by Oldham, seconded by Robinson. All present in favor. Boggess was absent.

*Heather R. Trotter dba Walgreens #7428, 801 S Limit, for Packaged Liquor & Sunday Sales

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

City Administrator Kelvin Shaw reminded everyone that the Strategic Planning Session is this Saturday January 7, 2023. Breakfast will be at 8:00 a.m. and the actual meeting will start at 8:30 a.m. and should be finished around 2:00 p.m. The meeting is open to the public and Council may address any of their constituents concerns. City Administrator Shaw added there will be another meeting prior to the budget being adopted for public input.

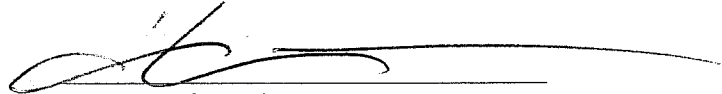
GOOD & WELFARE:

Rene Vance, 19813 Tanglenook, speaking as Senior Center board member, stated that the Senior Center and Meals on Wheels are capped at delivering meals to 240 homebound seniors in Pettis County. The Senior Center is looking for corporate sponsors and they have some upcoming fundraisers including a tenderloin dinner on Thursday, February 17, 2023 and a gala March 23, 2023. Ms. Vance added that continued support is appreciated.

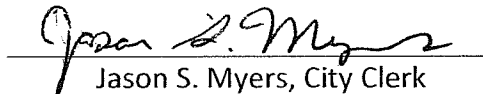
The meeting adjourned at 8:00 p.m. on motion by Oldham, seconded by Foster to a closed-door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate) and 12 (Negotiated Contracts) of Section 610.021 RSMo. Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Hiller, Cross, Foster and Bloess. No one voted "No". Boggess was absent.

The regular meeting reopened and adjourned at 8:35 p.m. on motion by Oldham, seconded by Robinson. All present in favor. Boggess was absent.

THE CITY OF SEDALIA, MISSOURI



Andrew E. Dawson, Mayor



Jason S. Myers, City Clerk



CITY OF SEDALIA, MISSOURI
STRATEGIC PLANNING SESSION
JANUARY 7, 2023

The Strategic Planning Session started at 8:30 a.m. at the Municipal Building in the Council Chambers.

Council members present were: Jack Robinson, Thomas Oldham, Chris Marshall, Tina Boggess, Bob Hiller, Bob Cross and Steve Bloess. Rhiannon Foster was present online and arrived in person at noon. Also present were Andrew Dawson, Kelvin Shaw, Jason Myers, Matt Irwin, Matt Wirt, Brenda Ardrey, Shannon Ramey-Trull, Roger Waters, John Simmons, Randi Battson, Derrick Dodson, Jessica Pyle, Devin Lake, Monte Richardson, Amy Epple (arrived at 8:45 a.m.) and Chris Howell with the Sedalia Democrat.

REVIEW OF STATUS OF FY 2023 GOALS

General Fund:

1. Move Fire Department to Lagers – Still working on Legacy Plan transfer; \$250,000.00 – 15yr. Amortization
2. Restore Dangerous Building Demolition Funding – Funded \$100,000.00
3. Neighborhood Revitalization Seed Money – Funded \$200,000.00
4. Police Recruitment Incentives – Funded \$30,000.00
5. Police Non-lethal Weapon Expansion – Funded at Lesser Rate than Proposed; Completed \$16,500.00
6. Downtown Blight Study to Expand 353 Area – Funded \$25,000.00; Delayed
7. Add Fire Staff Vehicle – On Order; \$40,000.00
8. Retail Recruitment – Budgeted \$60,000.00; Delayed due to No Bids
9. Police Drone Program Expansion – Arrived; \$13,000.00
10. Branding – Budgeted \$75,000.00; Delayed
11. Medical UTV – Shared use with Police Department; Purchased \$25,000.00
12. Cemetery 64 Niche Columbarium – On Order; \$21,500.00
13. City Health Department – Not Funded; \$90,000.00

Transportation Fund:

1. Parallel Taxiway – Not funded; \$400,000.00; 4 Year Plan
2. Reconstruct 5/23 Runway – Not Funded; \$110,000.00; 8 Year Plan

Capital Improvement Funds:

1. Sidewalk Funding – Funded, in process; \$600,000.00 + \$500,000.00/Grant Funds
2. Thompson Blvd Mill & Overlay – Completed; \$400,000.00
3. Fire Squads – 2 On Order; \$411,000.00
4. Sidewalk on 65 Highway 7th to Liberty Park – In Process; \$225,000.00
5. Central Fire Replacement Design – In Process; Architect Hired; \$500,000.00
6. 32nd & Limit Lane Additions – Funded \$650,000.00 Match; Delayed
6. 3 Storm Drainage Projects – Funded \$665,000.00 + Grant Award (ARPA Funds) - \$2,200,000.00
6. Alley Reactivation – Funded \$250,000.00
9. 50 Hwy & Winchester Lane Additions – Funded; \$350,000.00
10. Sidewalk on State Fair Blvd. – 50 Hwy – 3rd – 65 Hwy – Not Funded; \$310,000.00
11. Engineer Rehabilitation 16th to 24th - Not Funded; \$200,000.00
12. Clinton Road Rehabilitation Grand to 32nd – Not Funded; \$375,000.00
13. Downtown Street Light Purchase – Not Funded; \$450,000.00

14. Bikeway 3rd Katy Depot to Liberty Park – In Design Process; \$500,000.00 Grant Awarded
15. 16th & Winchester to Sacajawea – Not Funded; \$3,200,000.00
16. Complete Street 16th - New York to Limit – Not Funded; \$8,750,000.00
17. Bikeway Amtrak Depot to Katy Depot – Not Funded; \$1,000,000.00
18. Harding & Boonville – Broadway to Airport – Not Funded \$1,000,000.00
19. State Fair Blvd. – Main to Pro Energy Rehab – Funded Mill & Overlay \$380,000.00; Not funded \$1,200,000.00
19. Parking Lots – 2nd & Osage/Pacific & Ohio/3rd & Osage – Not Funded in Budget; Doing In-House with New Equipment with Underbudget on Other Projects
21. Traffic Light at 65 Hwy & Sacajawea – Not Funded; \$400,000.00
22. 50 Highway Katy Trail Overpass Widening – Not Funded; \$10,000,000.00
23. Monument & Wayfinding Signage – Not Funded; \$200,000.00
24. 65 Highway & Main Ramps – MODOT Share Project; Not Funded; \$21,000,000.00
25. Connect Pro-Energy Drive to Oak Grove – Not Funded; \$2,500,000.00

Other Notable Updates: Comprehensive Plan completed; Housing study participation with Whiteman Area Leadership Council; Victorian Towers Historical District process; Chapter 353 Abatement formalized process – Projects in Design; Main Street Concepts re-engaged & moving; Christmas Lights Expanded; Public Private Partnership Event Pavilion complete; Parking Lot expansions; Commercial Demolitions downtown; Downtown Properties Acquired for Redevelopment; Paul Bruhn Grant in process; Updated Code Ordinances including Lodging, Vacant Structure, Nuisance Property, Administrative Search Warrants, Recreational Marijuana; Joint Dispatch implemented; E-ticketing Implemented (still working w/Animal Control & Code Enforcement); Abatement Costs added to Tax Bill; Cleaning titles on properties; Citizen Police Academy; Problem Oriented Policing Program implemented, Crime Resolution Unit Active; Fire Preplanning & Inspections caught up.

Economic Development: Added 958 New Jobs; 1,645 Retained Jobs through expansions; \$408 Million Capital Expenditures.

Other Developments: Heckart Community Center (Opened March 2022); Rail Spur; Katy Trail Connection Completed; Streetscape Ohio & Pacific Completed; Airport Hangars Completed; Olin Howard Tech Center Completed; Water & Sewer Master Plans Completed; ARPA Funding – Local Allocation \$4,300,000.00; Stormwater Grant; Paul Bruhn & CDBG Grants; Urban Redevelopment Plan; Comprehensive Plan; Branding.

PLANNING PROCESS

City Administrator Kelvin Shaw provided an overview of the budget planning process. The main focus should be placed on answering the “Why’s”, “What’s” & “How’s” on services provided by the City to make them more value based from the customers’ perspective. Administrator Shaw reviewed the major initiatives for each fund.

General Fund:

Fire Department: Fire Station 1 new for 3 Station Model; New Pumper for New Station (FY2024), 3rd Squad Truck; Pre-hire 12-15 Employees for New Station; Freddie the Fire Truck; Medical UTV; Inspector Vehicles. Fire Chief Matt Irwin stated that the new station is currently in the design phase and when it is complete and in service, employees will need to be hired. A SAFER Grant that is available through the Federal Government helps pay salaries and insurance for new employees over 3 years. There is a 24-month window to get firefighters hired and if the grant is awarded, the hiring process would start January 2024.

Police Department: Competitive Compensation & Benefits Package; Recruitment & Retention Incentives; Career Growth Programs; Body Worn Camera Replacement/Upgrade; Special Response Team Training/Equipment; Citizen Engagement, Citizens Academy, DARE & DARE Camp, Special Operation Problem Oriented Policing Strategies.

Councilman Oldham asked how many School Resource Officers are provided. Police Chief Matt Wirt stated 1 police officer is designated to Smith Cotton Junior High and the Pettis County Sheriff's Department has a deputy at Smith Cotton High School and a deputy at State Fair Community College. The Pettis County Sheriff has mentioned adding School Resource Officers in the county schools, which may provide an opportunity for the Police Department, however, having officers to fill the positions will be a struggle. The school district helps fill positions and fund 80% of the cost.

Recruitment strategies includes hiring and paying for the police academy. The person enters into a 3-year contract and if the contract is broken, the person reimburses the Police Department back for the academy and equipment used. The average starting salary for a Police Officer in the State of Missouri is \$47,500.00 and Sedalia's base salary is \$42,600.00.

Community Development: Comprehensive Plan Implementation; Wayfinding Reactivation & Update design; Expand upon Katy Trail; Streetscape & Alley Reactivation; Retail & Housing Recruitment enhanced efforts; 353 Urban Redevelopment Implementation; Added Code Enforcement Vehicle; Adopt 2021 Building Codes; Electronic Plan Review.

Councilman Oldham inquired about retail recruitment. Community Development Director John Simmons stated that they sent the RFP to 18 firms and received no bids and added that the RFP may be adjusted and resent in 2023.

Councilman Oldham asked for an update on the 353 Urban Redevelopment. Mayor Dawson stated he has met with State Fair Community College and Rollings Architects is developing construction plans for housing at 5th and New York. State Fair Community College Building Trades will be building the homes with their Construction Management Program managing the projects. There has been 1 application for a Tax Abatement submitted, however, the Sedalia Redevelopment Corporation needed more information which has been received and will be looked into.

Cemetery: Trend Towards Cremation (Columbarium & Burials); Another 64 Niche Columbarium On Order; Create Cremation Area; Plotting New Areas/New Roads; Finish Clearing 10 Acre Site.

Cemetery Director Roger Waters stated for the Cremation Area, the 10 acre site that is being cleared would be the best option.

Animal Control: Revise Code of Ordinances (Eliminate Repetitive Sections/Ineffective Codes/Introduce more Effective Ordinances); Electronic Citations (Being Implemented), Walking Trail Landscaping (Partner with Parks Dept.); Update Older Van to Keep In Use as 2nd vehicle.

Councilman Oldham asked if the County has been approached for partnership. Animal Services Manager Randi Battson stated at this time there is not enough room or staff to house county animals. City Administrator Kelvin Shaw added during the last Animal Advisory Board meeting, members showed interest in opening discussion with the County regarding a partnership.

Transportation Fund:

Airport: 65 x 65 Box Hangar completed; Establish Flight Instruction/Rental Plane; Add Mechanic; Upgrade Fuel Farm; Hard Line Connection for Self-Serve Fuel; Update & Increase Signage; Update Hangar Lighting; Add Storage to T-Hangar; Remodel Old Terminal Building; Taxiway Resurfacing/Maintenance; Cross Wind Runway 5/23 Crack Sealing.

Airport Director Derrick Dodson stated they get calls asking for rental planes and maintenance would average \$2,500.00 and the rental cost would offset maintenance costs with a 5 year payback.

Street Department: Complete Streets & Walkable Community; Continue Safe Routes to School & Crosswalks; Purchased Equipment for In-House Projects; Major Street & Parking Areas for Improvement: 32nd & Limit (MODOT Partnership), Clinton Rd. – Grand to 32nd, State Fair Blvd. & Main Roundabout, N. Harding & Boonville – 50 Hwy to Airport, 65 Hwy Ramps at Main (MODOT Partnership), Connect Pro Energy Dr. to Oak Grove Ln., 16th & Winchester Roundabout to Sacajawea, 50 Hwy Katy Trail Overpass Widening (MODOT Partnership), 65 Hwy & Sacajawea Traffic Light; Sidewalks/Curbs/Gutters/Trails: North Central Region (Grant Application), Sidewalk State Fair Blvd. – 50 Hwy - 3rd - 65 Hwy, Sidewalk 65 Hwy - 7th to Liberty Park Blvd., Bikeway Amtrak Depot to Katy Depot, 16th Street Complete Street New York to 65 Hwy.

Councilman Bloess stated that more attention needs to be placed on curbing. Public Works Director Brenda Ardrey stated curb goes in when streets are built and at this point, the City is not rebuilding streets. When new curbs are put in, they have to be ADA compliant where the curb meets the sidewalk. A grant will be available that will allow for streets, sidewalks and curbs but it will take time to get it corrected and planned to where there isn't sections of missing curbs.

Most of the costs for the overpass widening at 50 Hwy and the Katy Trail will be covered by MODOT. If the City is awarded an Action Plan Grant, the City would pay 20%, MODOT would pay 30% and USDOT would pay 50%. The project will create more left turn lanes and help alleviate traffic between Hancock and Massachusetts on 50 Hwy.

Alley & Right of Way Maintenance: Using Millings from Road Project as Surface to Alleys

Parks & Recreation Fund: Liberty Stadium Improvement (Grant Dependent); RFQ Outdoor Aquatic Facility; New Train Engine; Light Up Liberty Phase 4; Heckart Community Center Corporate Membership; Liberty Playground; Tournaments & Program Additions; Improvements to Convention Hall; Dog Park at Animal Shelter/Centennial (If Liberty Stadium Grant Not Received).

Water Pollution Control Fund: Engineered Master Plan & Model Implementation; Upgrade Aging Plants & Handle Growth (Central Plant Upgrade/Rehab & North Plant Replacement with Updated Technology); Enter Voluntary Abatement on Consent; Transition from Alliance Water Resources to New Contractor; Recruiting Licensed Operators; Implement ARPA Grant for Stormwater Projects.

Water Department Fund: Lead Inventory (10/16/2024 Deadline – Includes Copper, Lead Joints and What Supply Residential Houses); Extending Service to New Areas; Well Rehabs & Potential Added Well; Disaster Planning; Coin Operated Bulk Water Dispenser; Shared Vacuum Truck for Hydro-Excavating.

Mayor Dawson stated people going into homes to test pipes is a privacy concern. Public Works Director Brenda Ardrey stated the Environmental Protection Agency and Department of Natural Resources are requiring the inventory to be completed by 10/16/2024 and 10% of lead pipes found are to be replaced in 10 years. They have not stated how piping on private property will be replaced or how it will be completed.

Sanitation/Recycling Fund: Continue Focus on Safety; Citizen Engagement (Promote Container Use); Grapple Truck Replacement; Balance Budget.

Other Items for Consideration:

Staffing: 1.7 Jobs/seeker; Wages – December average “Cooling” 4.6% year-over-year; Increasing signs of recession; Benefits; Adding 3rd Fire Station.

Charter City Potential: Look at every Ordinance regarding structure; meet/discuss with public; would require public vote; Will allow you to do anything state statutes don't forbid you to do; Sedalia is largest City that is still 3rd Class; Citizens of Sedalia would write rules.

Health Care: Pandemic & staff shortages had adverse effect on strained system; Bothwell – Mayor & City Administrator serve on Board of Trustees, Margin Improvement Consultant, Maintain independent/local control, Lead in health of citizens vs. Hospitals & Clinics, Property Tax ballot initiative; Coordination/collaboration with other providers.

Comprehensive Plan Review/Implementation Strategies:

Robust Active Living Opportunities – Heckart Community Center (continue to grow & enhance); Continue to grow Parks & Recreation facilities and programs (grant for Liberty Stadium & replace/update outdoor pools); Maximize Katy Trail Impact (complete street initiatives); Walkable communities (sidewalk initiatives \$1,300,000.00); Activating alleys (alley reactivation \$250,000.00)

Thriving Economy – Retail Recruitment (\$60,000.00) – Negative leakage, Jobs: 12,189 commute to, 4,892 live & work in, 5,745 commute out. Continued redevelopment of Downtown, Broadway, Limit & 16th corridor developments; Capitalize on rail spur for industrial growth & transload facility; Leverage tourism: sports, Amtrak, Katy Trail & State Fairgrounds; pursue Steamboat Museum opportunity?

High quality & Diverse Housing – Compared to state & surrounding areas there is a lower owner occupancy rate and lower average home values; Housing shortage – 650 to replace unlivable and 250 to support growth; Missing “middle housing” (multi-plex); Turn renters into owners; Stabilize & strengthen neighborhood character; Code Enforcement Tone & Tools (demolition – \$100,000 & 353 funds – \$200,000) – continue to be proactive, use tools to find solutions, USDA grants & loans; 353 abatements & direct developments; Redevelopment, Infill & Annexation – Fire stations, water & sewer, other utility partners, streets, curbs, gutter & sidewalks; Develop transitional housing (tiny home project – part of 353?); Housing Authority (HUD Grants).

Exceptional Transportation & Infrastructure – Separate industrial from Commercial & Residential (Wayfinding - \$200,000); Safe Streets Grant; Complete streets (motorists, bicyclists & pedestrians) – 16th, 3rd, Ohio, 24th, Emmet, New York & Engineer; Specific development scenarios – Katy Depot (old Sutherlands site), 16th Street corridor (old Rival site to Fairgrounds), residential expansions (North & Southwest)(ARPA water & sewer), add 20th Street – Grand to Limit.

FY 2023/2024 FUND/PROJECT RANKINGS

General Fund:

1. Police - Body worn camera Upgrade - \$90,000.00
2. Police - SRT Specialized Equipment (Vests, Communications, etc.) - \$110,000.00
3. Police - Recruitment Incentives - \$30,000.00
4. Fire - Prehire Added 12-15 Staffing (Potential SAFER Grant) - \$740,000.00
5. Charter City Legal/Consulting & Election Costs - \$100,000.00
6. Fire - Attack Package Upgrade - Higher Flow & Lower PSI - \$50,000.00
7. Fire - Medical UTV Vehicle - \$30,000.00
8. Community Development - Demolition Dangerous Buildings - \$100,000.00
9. Community Development - 353 Redevelopment Neighborhood Revitalization - \$200,000.00
10. Community Development – 2021 Code Implementation (hearings, mtgs, & legal) - \$10,000.00
11. Mayor Vehicle - \$50,000.00
12. Fire – (2) Inspector Vehicles - \$80,000.00

13. Fire – Freddie the Fire Truck - \$10,000.00
14. Community Development - Electronic Plan Review Software & Equipment - \$15,000.00
15. Community Development – Code Enforcement Vehicle (Added Position) - \$40,000.00
16. Retail Recruitment Consulting - \$60,000.00
17. Animal Control – Update Older Van - \$5,000.00

Transportation Fund:

1. Airport – Add mechanic position - \$60,000.00
2. Airport – Upgrade Fuel Farm - \$25,000.00
3. Airport – Remodel Old Terminal - \$30,000.00
4. Airport – Rental Plane - \$80,000.00
5. Airport – Hangar Lighting - \$15,000.00
6. Airport – Self Service hard Line Connection - \$5,000.00
7. Airport – T-Hangar Storage - \$3,500.00

Capital Improvements Fund:

1. Fire Station 1 of 3 Station Model & Training Center - \$2,700,000.00
2. Storm Water Projects (ARPA Grants) – Cost of project \$4,385,833.00; DNR ARPA Allocation (\$9,87,877.00); Local ARPA Allocation (\$665,125.00); Remaining Match (Some can be ARPA) – \$2,732,831.00
3. New Engine for New Station & Equipment - \$1,000,000.00
4. Clinton Rd. – Grand to 32nd (3rd Overlay) - \$375,000.00
5. 32nd & Limit Lane Additions/Improvements (Cost Share) - \$650,000.00
6. Sidewalk Restoration North Central Region – Cost of project \$1,535,520.00; Community Revitalization Grant through DED (\$767,760.00); Net anticipated match needed \$767,760.00
7. State Fair Blvd. & Main Round-About - \$1,200,000.00
8. Fire Squads 3rd Unit & Equipment - \$250,000.00
9. Sidewalk 65 Hwy – 7th to Liberty Park Blvd. - \$225,000.00
10. Alley Reactivation - \$250,000.00
11. 50 Hwy Katy Trail Overpass Widening (Cost Share) - \$1,000,000.00
12. Sidewalk State Fair Blvd – 50 Hwy – 3rd – 65 Hwy - \$310,000.00
13. 16th Street complete street New York to 65 Hwy - \$8,750,000.00
14. Monument & Wayfinding Signage Brand Launch - \$200,000.00
14. N. Harding & Boonville 50 Hwy to Airport - \$1,000,000.00
16. 65 Hwy Ramps at Main (MODOT Cost Share) - \$1,000,000.00
17. Bikeway Amtrak Depot to Katy Depot - \$1,000,000.00
17. 16th & Winchester to Sacajawea - \$3,200,000.00
19. Pro Energy to Oak Grove - \$2,500,000.00
20. 65 Hwy & Sacajawea Traffic Light - \$400,000.00
21. Decorative Lights Purchase - \$450,000.00

Councilwoman Boggess reminded everyone of the meeting on Saturday, January 14, 2023 at 1:00 p.m. at Burns Chapel regarding the new Fire Station.

The Strategic Planning Session adjourned at 2:02 p.m.

Respectfully submitted: Jason S. Myers, City Clerk



Let's Cross Paths

PLANNING & ZONING COMMISSION

Wednesday, December 7, 2022

Council Chambers

5:30 pm

Planning & Zoning Commission

Rhonda Ahern	Present	Andrew Dawson	Present
Ann Richardson	Present	Teresa McDermott	Absent
John Kehde	Absent	Brenda Ardrey	Present
Valerie Bloess	Present	Connie McLaughlin	Present
Kevin Wade	Absent - Resigned	Jerry Ross	Present
Chris Marshall	Present	Tolbert Rowe	Present

STAFF:

Kelvin Shaw
John Simmons
Jilene Streit
Joe Lauber

- Ann Richardson, Vice-Chairman called the meeting to order.
- Roll Call
- Chris Marshall made the motion to accept the November 2, 2022 meeting minutes. Tolbert Rowe seconded the motion. All approved.
- New Business
 - Election of Chairperson
Chris Marshall nominated Tollie Rowe for Chairman, Andrew Dawson seconded the nomination. With no other nominations, roll call was taken & Tollie Rowe was elected Chairman.
 - Chairman, Tollie Rowe opened a public hearing for the rezoning of 2006 W 14th St. Mitch Walker & his mother Millie Walker were present for the hearing. Mitch indicated they would like to rezone the property from C-0 to R-1 to be able to put a garage in the back for his mother to park in. No opposition. With no further discussion. Chairman Rowe closed the public hearing. John Simmons presented the staff recommendation. Applicant is Mildred Walker, Trustee of Kenneth & Mildred Walker Revocable Trust. Present use of the property is residential. Desired use of the property is to remain residential. Staff review of this application; applicant approached the City because they want to return the use to single-family residence, originally asked to be rezoned to C-0 back in the day to run their business from the structure. Time has moved on & Mrs. Walker is residing there & wants to return it back to a single family residential. Currently zoned C-0 & the size of the building would be considered an additional structure; under C-0 building codes that garage

would be an additional structure instead of an accessory structure & would have to refer to the 30' rear yard setback. Requesting the garage sit north & south to allow easier access for entry. The C-0 changes the building code requirements & needs to be re-zoned to R-1 to be able to build the garage. Staff recommends application be approved. No discussion, questions or comments. Ann Richardson made the motion to approve the rezoning to R-1. Chris Marshall seconded the motion. All approved. This will go to the December 19th Council Meeting for approval.

- Old Business

- Cumulative zoning work session:

John Simmons reported that staff doesn't have anything to propose & there is significant work to be done as far as research & determining what other examples are out there. Talked about the M-1 zone in the C-2 area of downtown & how to provide for that mixed use. Not ready for tonight's discussion.

- Transitional Services

Joe Lauber handed out a summary of the Transitional Services ordinance. Have heard a lot of information, given a lot of information, thinking how do we help the commission get their arms around the ordinance & get to a place where can have some productive discussions about what you might like to see on that, what you would like for staff to change or get to a point where you're comfortable with the ordinance. Last meeting you received a second iteration that had staff comments on it, he had just received that morning & not had a chance to review. He now has a had a chance to review & the intent tonight is to walk through various parts of the ordinance & get some productive feedback on that. Handout just received attempts to break the ordinance down to three different components. Makes it easier to see how the parts work together. Some narrative throughout. The 3 sections: 1. Definitions 2. Zoning Districts 3. Special Use Permit requirements. The yellow highlighted is what needs clarification. Want to start with the zoning districts, page 3, cover the Special Use Permits provisions, page 5. As we go going to encounter some of the terms that fall in the definitions. Will also help the new members get caught up to speed.

Commission received a current clean copy of the ordinance. That takes the original draft from the Transitional Services Committee & incorporates the city staff comments you heard at the last meeting. Takes all those changes & accepts them. This is the current state of our working draft. Planning Commission is a recommending body. Still doing the heavy lifting for City Council & try to come up with the best ordinance possible to address the issues at hand & you will have a draft & can either recommend approval of this draft or this is as far as we can get with this & not going to recommend approval but going to pass along to City Council. Tonight is the opportunity to look at that draft, talk about some issues, see if want to make any further revisions to bring back to the January 4th meeting or move it along to the City Council.

Zoning Districts -

Section 2 – R-1 single family residential – corresponds to the clean copy of the ordinance. If adopted by City Council, Section 2 is where the draft would change the R-1 Single Family would add terms Emergency Housing, Permanent Supportive Housing and Transitional Housing to be uses that can be utilized in the single family districts. Note in that section matrix provided in the last meeting also add Community Residential Facility. City currently has a definition that is Group Care Home in the zoning code. That definition provides if a facility generally located in a residential environment providing such minimum medical or supervisory personnel as may be required to meet

the standards of federal, state or local governmental licensing agencies. These facilities may provide medical, behavior, psychiatric, social, education, rehabilitative, protective services for persons with a disability. Such facilities are occupied by not more than 10 persons including 8 or fewer persons with a disability who not be related by blood or marriage not to exceed 2 staff residents who do not need to be related by blood or marriage to each other or to the residence which is licensed by regulatory agency of the state. Have Group Care Homes in R-1 already. Notice the definition of Community Residential Facility is similar & says publicly or privately operated facility limited to group homes for the children for those with disabilities or for the elderly, homes for recovery for substance use or shelters for domestic violence victims. Community Residential Facility does not include halfway houses, emergency shelter, emergency housing. Because the Group Care Home definition exists & we do allow that in an R-1 district, think those are similar enough use to the Community Residential facility. Staff recommends amending Section 2 to include Resident Facility in R-1 zoning. Ordinance lays out Emergency, Permanent Supporting & Transitional Housing. Does not currently say Community Residential Facility but recommendation is to make an amendment to go ahead & add to R-1. Ann Richardson asked if there are specific rules or regulations that apply to Community Residential Facility now that has been included into R-1. Anything need to change in regards to that? Joe said right now Community Residential Facility meets the definition talked about. A use that meets that requirement would be allowed in an R-1 district. When get to the Special Use Permit provisions, there may be some provisions that deal with that.

Section 3 – R-1 (single family residential) would also make an amendment to the R-1 district. In Section 3 of the ordinance would add churches, community buildings, museums, library would be permitted as Temporary Cooling Shelters & Temporary Warming Shelters if a clear ancillary use. To the extent these types of institutions already exist in single family, they would be allowed to operate as a temporary cooling or temporary warming shelter. Then says as a clear ancillary use, as discussed, talking about not necessary an ancillary use but there is a term of art in zoning, have primary uses on a piece of property & have accessory uses on a piece of property. Example – Single-family residential zoning designation, the primary use is going to typically going to be a house. Sometimes that house may have a detached garage or some sort of shop, pool, all of those things outside of the house that are detached from the house are what is called the accessory uses. Rules in zoning codes, can't put an accessory use on a piece of property without the primary use there. These types of institutions in that circumstance their primary use would be to be a library, church, museum & the provision of service of Temporary Cooling or Temporary Warming Shelter would be that occasional accessory type use they would do from time to time but only because the church already exists. Jerry Ross said, can't turn a residence into homeless shelter overnight, it has to have a primary purpose like a residence. Joe said, yes, in a residential district primary use is just that. Mayor Dawson wanted to know if governmental buildings be covered under community buildings? John said yes, its churches publically owned & operated, public community buildings, public museums, public administrative buildings, libraries, police stations & fire stations. Chairman Rowe asked that this wouldn't have any impact on the churches opening their gymnasiums in the event they want to expand for additional shelter or warming shelter. Kelvin said, we currently have those uses now & this is part of the reason for adding that language in. Joe said wouldn't necessarily have to have a Special Use Permit based on this change. May be other changes discuss tonight that will require that. If everyone is ok with adding if a clear ancillary use, keep the concept the same.

Section 4 – R-2 (two-family residential) – duplex type zoning. Add Community Residential Facility as an item as a use you can put to any property zoned R-2. Think about emergency housing, permanent supportive housing, transitional housing for the most part those are services for those who are either homeless or eminently in danger of being homeless, they might need to keep them out of the elements & get in a position to find housing, makes sense to provide that in a single-family house, getting people into homes. Now talking about R-2, more people in one building, here would bump up to Community Residential Facility more people would be permitted there, that's the idea of adding that to R-2 in Section 4. Have had discussions of cumulative zoning & that is anything that would be amended, emergency housing, permanent supportive house, transitional housing & community residential facility, if do end up putting in R-1 then due to cumulative zoning in the City those would be allowed in R-2 as well. May not need to add Community Residential Facility but if do add it doesn't hurt anything, if in the future the City decides want to undue cumulative zoning then it would be clear that Community Residential Facilities would be permitted in an R-2 district. Due to cumulative zoning would have Emergency Housing, Permanent Supportive Housing, Transitional Housing permitted because of cumulative zonings & then the Temporary Cooling Shelter & Temporary Warming Shelter in the same place they would be allowed in R-1 in those more institutional, governmental, religious type of facilities. Jerry Ross wanted to know the difference between Community Residential Facility & Group Home. Group Home is defined in the code, licensed by the state, for persons with disability. Would have staff members in the facility, more of a medical/behavioral type facility. Community Residential Facility would not be regulated by the state. If there is overlap & potential, suggestion is to look at Community Residential Facility definition & Group Home definition & see if can make fit together better or make sure there is a more clean delineation between the two. Biggest difference is licensed by the state or not. Could make it clear or separate out, maybe many components of the CRF might be addressed by Group Home & maybe there's some provisions that could be pulled into the Group Home & maybe due away with the Community Residential Facility & reference the Group Home or create more separation between the definitions. Kelvin said the only reason you would not want to meld them together is if you wanted to treat them differently, for example, if wanted to allow one or continue to allow Group Homes in R-1 but wanted a broader definition that brings in more facilities in R-2 or R-3 or wanted to treat them separately. That definition or how you want to treat them different kind of dictates how you want to define them. If there are uses you want to treat differently than it needs to be in the other definition. Should treat Group Home definition differently than treat the provision of transitional services? Trying to be sure being broad enough, this is a Transitional Services Ordinance but clearly will touch upon other areas of the provision of care & making sure that we are being all encompassing but then again but without overlapping other provisions. Brenda said have a definition of Group Home and then use the phrase Group Home within in this definition, there is overlap, to her what you're talking about here may not be a Group Home but congregate housing & goes back to what Kelvin said that may not be limited to 8 plus 2 & the word congregate housing might take care of the Group Home phrase. Kelvin said you can have "included" Group Homes. Brenda said but this says limited to Group Homes. Chairman Rowe said as a cop by nature he likes clear defined what is good, what the definitions are, think need more clarification on the definitions. Joe said for a next draft, these two definitions have some issues, in the next draft work on the issues heard & identified & come up with some options, sounds like it needs more massaging. Is this group ok with staff working on trying to work on those two definitions to come up with a solution? Val Bloess asked about Transitional Housing, residents within 24 months, may require lease or occupation agreement & use may include support service providers. Does this

mean putting them in a regular house for 24 months so they can get on their feet? Joe said yes, putting a time frame on it so they wouldn't be in that situation forever with the idea of trying to find them out of their car, off the street & into an actual house & give them the opportunity to build themselves back up to the point of in their own home but still have some limitations on it. Want to provide these services but have situations where we are aware that sometimes the provisions of these services might lead to bad side effects. In the end if you have a single family house in R-1 or R-2 district in the city, what we are talking about could be a house that is moving in next to you & what kind of protections would you like to see or do you not think protections aren't needed. Val said if it's a bad situation 24 months is a long time & who owns this house & who pays the rent? Joe said we have situations all over town of folks that don't own their house that are leasing them to renters, going to be some similarities that need to be cognitive as well. Connie McLaughlin said we sit here & go through all of this but we are only a recommending body and she thinks a lot of this needs to be presented before the Council to see where they are going with it, we could spend hours going over this but if Council doesn't approve it this is a waste of time. Joe said this is an important topic & a boatload of time has been spent on it, before this commission, the Transitional Services Committee had to start from scratch & they did a lot of work to get to you. This is a process at work. Going to take a look at the Community Residential Facility in light of the Group Home existing definition & come up with some options or better set of language or maybe a better way they work together. Jerry Ross asked about the Federal model that Joe had referred to. Joe said the Federal model he was referring to was the Standard Zoning Enabling Act. Zoning is built on a federal model, not transitional housing zoning. Jerry was asking if there was any federal, state definitions for these terms. Have to be licensed, there is a state definition but when it comes to community residential facility there's no license requirement, anyone can make up their own definitions. Joe said cities don't have to do zoning, the county doesn't, the City has to adopt it, each city's needs are going to be different. Are able to craft their own definitions, there have been some edits to this going along HUD has definitions dealing with homeless so we tried to utilize those. Did get some of these definitions but thinks it gets overly complicated how federal statutes get put together, trying to find a way to stay true the HUD, federal government definitions that maybe don't apply to our zoning but should try to make them work. We have service providers out there that do have responsibilities like reporting that we need to be aware of as dealing with this so the uses we are putting out are more similar to what they have to report for their requirements on the services they provide & the funding they receive. Jerry said that clears up a lot for him.

There is a zoning district currently set up in the City's zoning as R-G-3 zoning. Not addressed in the draft. John confirmed the City has this zoning but no parcels are zoned that way. Garden apartments would just be included in R-3. In this if we don't address a zoning category because of cumulative zoning whatever have address in R-1, R-2, the lower zonings ahead of it will apply in that & anything above it will not apply unless we make it apply.

Section 5 – R-3 (apartment house) – most intense residential district. Jump from two family density up apartment. The proposed ordinance currently adds support services to R-3. So far things we have been talking about are the actual ability to utilize lots, property to provide residential services that are truly the residence for someone to help themselves move from a homelessness situation to being homed again. Here is the first time get into a service that's provided that not a truly living space. Because the greater intensity, level of impact, this would be an area appropriate for support services, provide

some of the more ancillary type uses outside the provision of residential. Mayor Dawson asked if the support services does include overnight stays or just talking about education, social, legal, advocacy, child care? Joe said the current definition is on site or off site assistance to individuals or families aimed at reducing or mitigating the effects of homelessness, which may include but not limited to education, social, legal, advocacy, childcare, employment, financial, health care, information or referral services to meet these needs. Thinking more of like office type setting as opposed to the actual provision of a place to live. A doctor's office, professional services, social agency, etc. Mayor Dawson said reading that definition further he doesn't know of any individual support services is subject to that special use process. Joe agrees with that. The last sentence reads currently the provisions of one or more support services is subject to special use provisions of Section 64-124. In Joe's professional opinion, he will say that he thinks one type of service being provided to require a Special Use Permit for that is too much. Ann Richardson agrees. Joe said as working through this from the get-go the goal he heard is want to provide services but have to make sure don't create a situation such an intense use that starts to create problems for neighboring property owners that would exist otherwise. One is too little, at one point this definition had three or more services on the same lot. Concept that when have multiple types of support services being provide in one space it creates an intensity, a potential for more traffic. Could increase the number of support services on a lot or in a building. He likes the definition of Support Services but concerned about saying applying Special Use Permit at one support service. Ann Richardson said we have different entities in town that provide special services but don't think they need a City permit to do it because they are already regulated by state & federal agencies. Val Bloess but if they just had one room in some building where these people don't have cars, bikes, they are walking everywhere, they could just step into one building & take care of their problems & leave, if they leave. Would that be easier for them or we worried about too much riff-raff. Joe said there is a convenience factor & yes, the concern is if they leave, if there is a concern whether people are actually spending the night versus just coming in for a doctor's appointment or have a resume looked at, more of a transactional basis where might be an hour or two & they leave & someone else comes in. If that is the concern may be need to limit the time frame or square footage, that's why a Special Use Permit may be necessary, that's how you say. With respect to these types of uses, if there is a concern over whether the intensity of use itself starts to potentially create problems for neighboring offices, neighboring households, etc... how you address those potential concerns is typically through a Special Use Permit. Have certain restrictions, as the intensity grows, number of people, square footage, people remain in the area overnight, littering, need to address those issues at the time the zoning is granted. Without a Special Use Permit & those regulations aren't in place & there isn't really a way to insure that stuff is being done. If there is a checklist of things, it has to be approved, it has go to a public hearing process, through this commission for recommendation of approval and to council before the use can commence. Some of these services are being provided in the area already. Going through this process it was discovered that didn't have good uses to insure that folks providing services were covered by the zoning ordinance & this creates the fact that people that are providing those services can rest assured that this type of use is permitted & where it's permitted. It might be subject to Special Use Permit but will still be allowed in whatever districts you put it in. John Simmons said the Support Services are those services that these people need to be able to access to make a difference in their lives. If you have more than one support in one spot that might be a good thing. Ann Richardson said it would be nice if they needed five places that all five would be in the same location. Joe said to keep in mind if it's already being provided in the community, when the zoning ordinance comes in it's going to be a legal non-conforming use. Kelvin

said do you want a Special Use Permit for Support Services? Chairman Rowe said he doesn't think it would be necessary, someone being released from a year in county jail with no resources, no home, no nothing could have someplace to go to figure out where they can get assistance to start over so they aren't living on the street. Limiting it to you want to provide this service & this additional service that has to have a Special Use Permit that might convince them to not want to take that step. Ann Richardson said especially if the Special Use Permit has to be renewed every year. Joe said for discussion purpose he's heard anywhere from increasing the number from one to something higher or doing away with all together? Chairman Rowe said delete the Special Use Permit all together because we need to provide whatever resources we can. If limit to three or put a time frame on it, it will get lost in the weeds. In his time with Casa have a lot of multiple issues wrapped into that. Challenging when start limiting the resources someone can provide. Kelvin said from his perspective & how he tries to look at it it's not so much the effect, providing the service, what we look at in zoning is how does it affect the neighboring properties. Does it have an adverse effect on the neighboring property that you need to make sure is mitigated. Mayor Dawson said bright line for him is the overnight stay. Kelvin said his staff advice & words for consideration is, is there an adverse impact by merely providing support services to the neighboring properties. He would recommend to you that there probably not or minimal. Ann Richardson said her thought is if she's on foot she would rather get as many services in one building. Kelvin said you're going back to the person getting the service, the purpose of zoning is the impact on the neighbor & community & does it have a negative impact on them no matter how many services. Would recommend that there's probably not a difference between getting one service or five services. This is the area have heard the most push back on what trying to accomplish & have to ask realistically what are we trying to solve. What are we trying to protect the next-door property owner from? Mayor Dawson said another thing to consider is the zone going in is R-3 apartment buildings, going to have people coming & going all the time. Joe Lauber said you have cumulative zoning & if it stays the way it is then once add it to R-3 then it applies all the way through M-2 potentially. Ann Richardson said thinking more about what Kelvin & if there's a building sitting next to me & 50 people are going through my yard to get there might be a little upset about that. Can see where people will get upset if people are on their private property. Joe said that intensity of use, the larger the facility the more capacity it has to have people in, people moving in & moving out & what is the effect of that on neighboring properties. Kelvin said maybe need to regulate the size of the facility, the bigger the facility the more people, traffic, etc. Joe said, personally, one service is too small, For the City it would be hard to enforce how many per hour. This is a way to say, at the time an application is filed if have Special Use Permit requirement, might say this facility will be x square feet or x number of services provided & maybe it's different service providers as opposed to the services themselves. If have a provider that is using the same employee to provide all three services than your impact on number of employees coming to the business is lower rather than having three different agencies coming into the building. Brenda Ardrey said she thought really good about everything he said until right at the end. The one question that is sticking in her head, if you look at a skilled nursing facility how is that different then a facility that would have homeless accessing support services. The way you manage skilled nursing parking is through its use. Joe said a question is skilled nursing allowed in R-3 because that's what we are talking about. Adding this use to R-3, a residential district, not a commercial district, not an industrial district. Brenda said you have licensed Group Homes? John said Residential Care Centers are allowed in R-3. Ann Richardson said there's usually not a lot of traffic except people coming in working during the day and some visitors & it's 24/7 care. Kelvin said that's the difference to

him the difference between support services & skilled nursing facility. The residents are staying in a nursing facility. Brenda said talking R-3 which is apartments so telling her still really talking about transitory services where you're not going to be allowed to stay there. Ann Richardson thought was going to let some people allow to stay if their home had been destroyed. Kelvin said, just talking about Support Services not people staying. Joe said maybe Brenda's point is that it doesn't say with no overnight stays. HUD even has a definition like supportive services that unhooks it from the overnight stay provisions. Brenda is looking at R-3 apartment house & put Supportive Service there. Joe said trying to expand where the services can be provided. Supportive Services are more of the office type, commercial type provision of services based on the definition because apartment house is going to be the most intense residential use, the closest thing to commercial that may be ok to put in residential district. Might be wrong thinking all together. Brenda is looking holistically, if looking at R-3 apartment dwelling that someone would be allowed to stay overnight, not talking transitory services, elderly people have multiple people providing different services in & out of their home & not bothering neighbors & could have multiple families in a homeless apartment type building, small children needing one type of service & adults needing another type, just making sure not trying to limit out. You should be able to receive services with dignity no matter where you reside or who you are. Mitigate the effects of homeless, any of us could need services. Just want to make sure its not directing certain types of services away from where they are needed. Think the last sentence under Support Services needs to be deleted. Concerned about why need the language, the effects of homelessness. Chapter 64 is general Planning & Zoning & not limited to homelessness, to her that impacts Group Homes that already exist. Joe said we are doing a Transitional Services Ordinance to address those issues. In Brenda's question, what sounded like what was being described to him was every structure in an R-3 zone district is going to be an apartment home. That's not true because have cumulative zoning in the City so going to have single family houses that this would allow those types of services in a structure like that. Brenda agrees because he's missing her point. Her parents didn't live in an apartment they lived in a single family residential home & they received more than 4 supportive services. When she reads this as written, before started talking about removing the limit on number of services, was concerned why just one, aren't trying to build everyone up that providing these services to. Trying to give them their own network or abilities or skillset necessary. Why would we want to prevent them from getting anything they need? Personally think that a lot of what talking about should be handled through the building code which if this is an R-3, apartment type, then the real concern is intensity is parking or noise, traffic flow, number of people served. Distinction between homeless people, older people, children are we discriminating under the category of homeless by the way these are being said. Joe said discriminate applies to normally the federally protected civil rights. Homelessness is not a protected right, you can't discriminate against someone being homeless, it's not protected. Brenda said but when you look at those that are homeless, by looking at the census, you find they are one of the protected classes. Kelvin asked how are you saying we are trying to discriminate against them? What we are trying to do is add it to & say that you can provide this, not saying excluding it. Brenda said mitigating the effects of homelessness, why is that necessary? That's the only question she has. The services that have been defined go way farther than that. Joe said going back to the very first meeting City Council had, back to some of the supporting documentation that we have received during this process is the provision of these services does sometimes have adverse side effects. We've heard it from our own community & seen in reports. The idea is again, the more of these services you put together in the same place creates a higher intensity & the idea is that greater number of users in the area & whether it's a service provided

during the day then closes, where are the individuals who don't have the transitional housing available to them where are they going at that point? Have seen in nearby communities where the more they have the ability to provide these services the more these folks do come in & creates an increased intensity. If build on that intensity that is where the restrictions come in. If focusing on one supportive service, think it's too strict. If you say there will be three difference service providers in an area, or even five, whatever the number may be & Joe is not telling you what number to have, trying to provide the ability for this commission to discuss & tell him what you want. In the end, Joe doesn't have the answer, this has to come from this commission to pass along to Council. The question is, is it reasonable that the more services you receive you provide in an area the great number of people that will be there the more chance there is to have increased problems with traffic, safety, litter, interference of property rights for neighboring properties. If those things are likely to occur in that circumstance than it is something worth considering. Mayor Dawson asked how about a limit on the number, that the number will trigger the Special Use of service providers & then move on to commercial & then you take that limit off. Ann Richardson so you would put a limit on the services rather than on the limit of traffic coming in. Mayor Dawson said whatever your preference is, service providers, building size, etc...but when in R-3 that limit triggers a Special Use Permit that is gone. The only way you could control the traffic is by building size or number of service providers. Ann said if she has one person providing three services versus five people providing services. The more service providers you have the more traffic. Mayor Dawson said that increases the adverse effect in the neighborhood. Val Bloess asked how do you get over the adverse effect in the neighborhood because no one wants this next door to them? Ann said she called down to Springfield & asked to speak to their Planning & Zoning person but no one ever called back. Kelvin said, just to throw out his perspective, after hearing all sides of all these public hearings & meetings & listening intently to each side of the argument & all the different perspectives. What we are trying to find is that middle ground that everybody can get behind & all folks can see a way clear to see it work. To him that's where the Special Use Permit becomes a tool to get there. It brings the people together & tells them, what they are doing, why they are doing it & how they are going to do it. Gets people to understand what's going on, what's going to be built right next to me & also the person to build the facility gets to see or hear their perspective on what their concerns are, then come together & tell how going to do it & go on, there's the rules everyone will go by & that is that. Alternatively don't know what the alternative is, that's what Kelvin is seeing & the tool to get there. Rhonda said she doesn't know what it takes to get the Special Use Permit definitely the R-3 where there's so much single family, can see someone doing a child care or a doctor's office but start adding three or four or five of those together & definitely going to impact that neighborhood. She would be more in favor of the Special Use Permit if they had multiple services in the R-3. Kelvin asked if she would recommend a number or the size of the facility? Rhonda say at least five, she could see healthcare & a referral services, maybe three & anything over that would become a Special Use Permit. Joe said this would be a good place to point out, not super fond of that this provision requiring a Special Use Permit is actually in a definition as opposed to a Special Use Permit section to say if you took that last line out of Support Service all together & don't require the Special Use Permit there then you have the service defined & if you decide later that in the Special Use Permit section say in an R-3 want Support Services subject to SUP, its not automatic the way it is with this definition. Good reason to delete that line & deal with it in other segments. Delete it all together & don't come back to it or delete here & address it elsewhere on a zone-by-zone basis? Even here where talking about Support Services could say in R-3 Support Services subject to SUP & still delete the line out of the definition, now don't have a

uniform every single Support Service has to have SUP now look at it at a more case-by-case basis based on the type of zoning district. Other thing important about that is the reason for the SUP because when have a more intense use you have the ability to apply additional conditions, will cover with the Special Use Process. Every application that comes in will present potentially a different level of intensity of the use & will have a different effect on the property being used. Say have all apartment buildings around & happen to have one structure that is a single family home that wants to be used a Supportive Service Office. can set it up here & take special use requirement out of the definition, good idea & still come back in the special use & look at by case by case. Strike the last sentence of provision of one or more Support Services is subject to Special Use Permit. Taking out globally that Support Services must get a Special Use Permit. Right back to the question about Support Services in R-3, heard more communication about this being a residential district & a potential more intense use there. Would you want to see Support Services with an SUP here as opposed all Support Services must have an SUP? Jerry Ross said the problem he's having is with the future, too far in the weeds in this, so many hours of operation, see this many people at a time, like any business the traffic flow is going to fluctuate. He likes the idea of changing from the commercial zoning, if want to do something like this in R-3 have to have a permit but if go to commercial zoning can do whatever you want. Joe said we are setting up the basis but not to say someone with an R-3 zoned property with C-0 or C-1 right next door could come in & application isn't for an SUP to provide supportive services in this R-3 district, their application may be to rezone to C-0 or C-1 because it is a permitted use there, then do the work on the rezoning. The idea is when have uses that could be potentially more intense that's the reason for the Special Use Permit. Can't do spot zoning, still a Comprehensive Plan & goal for the next 20-30 years whatever Planning & Zoning & City Council adopted in it's plan want to be moving that way & want to encourage people to switch to that zoning to conform with that Comp Plan. Ann Richardson said the Mayor had a pretty good solution, Special Use Permit in R-3 and in commercial that goes away. Support services in R-3 with a Special Use Permit with number of Support Services or building size. Chris Marshall asked just leave it open & as application comes in that's when decide too close to this, too far from this? Joe said it's a use that is permitted with a Special Use Permit, only gray between you can do it or you can't, the gray area is a Special Use Permit. Chris Marshall recommends going up to three support services. Kelvin asked what about the location that starts with three and grows later & adds services? Don't know that at the time of the application. If looking at the impact on the neighborhood look at the size of facility. If facility gets to a certain size or going to provide more & more services going to need a bigger building & parking spaces will go with size of building. Joe said if say R-3 with SUP & took out of definition place to decide this kind of detail in the SUP is when we cover the SUP.

Section 6 – C-0 (nonretail commercial) adds Day Shelter, Emergency Shelter, Temporary Cooling Shelter & Warming Shelter. Emergency Housing & Support Services have already provided those in R-3 & R-1 because of cumulative zoning they would be allowed in C-0 district. Wouldn't necessarily have to put Emergency Housing or Support Services as a permitted use in C-0 because it's already permitted because it's allowed in lower districts. You ok with the collection here & delete out Emergency Housing & Support Services or keep in? Ann said it's in another place, right? Joe said yes, it's under R-1 is Emergency Housing & R-3 is Support Services. Ann said could take that out because listed already. Joe said could do that because cumulative zoning would make it apply but if cumulative zoning ever goes away it wouldn't be. John Simmons said if we did ever remove cumulative zoning than we would have to address everything in zoning anyway. Keep in.

Section 7 – C-0 (nonretail commercial) – amendment does get to the language in cumulative zoning subsection & would amend existing cumulative zoning provision to make supportive housing & transitional housing, both residential uses, allowed in the C-0 district but would be subject to SUP when located in C-0. This would allow some Permanent Supportive Housing, Transitional Housing which are residential uses to be permitted with SUP which is what changes it a little bit.

Note – C-1 is not amended in the current draft, meaning not adding any new transitional services to that zoning district but would include everything talked about so far.

Section 8 – C-2 (general business) – Excludes: Day shelter, Emergency Housing, Emergency Shelter, Support Services, Temporary Cooling Shelter, Temporary Warming Shelter. Keep in mind the effective cumulative zoning, everything that talked about to this point would be permitted in C-2 but this is saying in the C-2 district no longer going to allow the above. John said the C-2 zoning is the downtown business district, trying to mitigate those consequences in that district. City had one definition that dealt with transient housing & that only purpose of that definition was to exclude transient housing in the C-2 district. That was the voice of the Central Business & Cultural District did not want that use in the downtown area. Joe said if end up excluding them from C-2 then that would break cumulative zoning to the higher zoning. It would cut off C-3 & M-1 & M-2 from allowing these uses if somehow they don't get put back in.

M-1 & M-2 are not amended in the current draft. Kelvin asked do you want to add them back in in C-3? C-3 is the heavier commercial districts. He's not a part of this commission but as staff he is recommending you consider adding back in C-3. If you don't add them back in C-3 then they will be excluded. Joe said this is the highest intensity commercial use that the city has, next closest thing to being in industrial. Would be permitting a more intense use & probably less concern about the impact on the surrounding properties. Joe said he heard Mr. Shaw recommend what was taken out in C-2 to be put back into C-3 & that reconnects them through cumulative zoning & would allow them. It is consistent with the zoning code now. Industrial is the highest intensity uses, M-1 is lighter industrial & M-2 is the heavy industrial, factories, lots of truck traffic, noise. If add those uses back into C-3 it will flow to the M-1 & M-2 but if don't add back into C-3 then recommend add into M's. Joe said talked about adding them back in but adding an SUP on those services. In addition to the intensity is also the safety factor, do need to think about if attracting consumers of these services to an area is it safe for them to be there? Providing safe places for them to travel & safety issues we heard in public hearings making sure not only it safe for the individuals who are parting in the services but also safe for the service providers. Will get into that more when get into SUP. Staff's recommendation would be if adding back in at C-3 then cumulative zoning. John Simmons said cumulative zoning was looking at removing residential use from M-1 & M-2. Joe said so wasn't unhooking commercial from industrial. As long as had in C-3 district it would carry through to the M districts but would exclude residential services from M-1. Val said so if you wanted to open a homeless shelter you would have to do in M-1 or M-2 or could not do in M-1 or M-2? John said that is the discussion. Kelvin said if you want to hear a recommendation from staff, would recommend do allow with a Special Use Permit. As Joe said, the SUP lets you deal with those safety issues, safety of people going there & around it. In industrial areas most places don't have sidewalks. Most homeless aren't driving; they are walking so that's why you would want it to be a SUP so that you can address those specific issues. John said will have 18 wheeler traffic, might have a factory that emits noise,

pollution. You could not include in C-3 but could include in M-1 & M-2, that's your recommendation. Joe said will be moving into the SUP requirements & 1 of the SUP requirements does talk about adequate access, lighting, sidewalks, etc... Brenda asked if it really makes sense to include this in M-2? Have anyone else besides Nucor, Maxion in M-2? John said yes, all of Thompson Meadows, all of N 65. Brenda asked if they were intended to be heavy industrial? For the majority you wouldn't see something like this pop up in heavy industrial. Joe said looking at the map today in the M-1 because of cumulate zoning even have neighborhoods. Brenda sees M-1 as similar to C-2 & that being the common sense area of looking at putting this but not in M-2 due to noise, odors. Kelvin said if you do the Special Use permit you could say not appropriate here but mitigated in those issues. John said rezoning is always a remedies available. Brenda said M-2 does not make sense to make it allowed even with a Special Use Permit. Joe said could do M-1 with SUP & exclude everything in M-2. Jerry said that makes more sense. Joe said everytime say you can't do something particular in a zoning district than that's how many parcels these services couldn't be provided with what Mr. Shaw was saying if said M-2 & SUP could potentially open to M-2 zoned properties that aren't being as highly intensely used. Brenda said she would prefer not to see it in M-2 & if want to do in M-2 get it rezoned. Kelvin said a lot of what the purpose of zoning is the surrounding area protecting the property owners not necessarily protecting the applicant. If someone wants to put it there would have to figure out how to mitigate those issues. How is it impacting the neighboring properties? Joe needs to know what to put from the commission. Jerry said M-1 & M-2 with Special Use Permits, Ann Richardson agreed.

Break for 10 minute break.

Special Use Permits – existing zoning ordinance currently requires 28 specific uses they are subject to the Special Use Permit process. SUP application goes through public hearing & goes before Planning commission for consideration & recommendation & then to Council for approval. Purpose of SUP is to guard against the injury of use to neighboring property & conform to the use to the general intent of the zoning code.

Section 10 – makes an amendment to the special use permit ordinance to say that day shelters, emergency shelter, temporary cooling shelters, temporary warming shelters would all be required in the R-3 district to have a SUP.

Section 11 – says Section 64-124 add Day Shelter, Emergency Housing, Emergency Shelter, Temporary Cooling Shelter, Temporary Warming Shelter should be subject to SUP. Have two sections in the proposed ordinance that say a lot of the same things but a couple things are different. Differences 1 – section 10 saying SUP for those 4 uses is only required in the R-3 district. Section 11 – added Emergency Housing but says these uses wherever they would occur would require a SUP. Kelvin said, now talking about would require a SUP in three supportive services but not in commercial. Joe said notes from afternoon said city staff would prefer see the provision about R-3 Section 10 deleted in it's entirety & Section 11 to stay in it place. Did spend time in R-3 to say want support services to have SUP in R-3. Those support services is not covered in this could do rather than add in R-3 could come back here to stay if recommendation would do away with Section 10 & focuses only on R-3 but put SUP on these uses wherever they occur could amend that to such a way to cover what discussed with support services in an R-3 only. So would be adding support services to Section 11 but making more like Section 10 only in the R-3 district.

Before you – could add support services to Section 10 & do away with Section 11 or do away with Section 10 & add support services to Section 11 only in the R-3 district.

John wants to know what happens to emergency housing, not mentioned in R-3 but it is overall. So, in R-3 emergency housing wasn't requiring a SUP. Joe said but if kept Section 11 as suggested & add Support Services only for R-3 then wouldn't matter what zoning if have Day Shelter, Emergency Housing, Temporary Cooling Shelter, Temporary Warming Shelter there would be some requirement for an SUP. Once do that will have a minimum standard subsection to go through & then there is proposed subsection that is specific to shelters which would include Emergency Shelters, Temporary Cooling Shelter, Temporary Warming Shelters by definition. As stepping through kind of at high level at this point adding potentially Day Shelter, Emergency Housing, Emergency Shelter, Temporary Cooling Shelter & Temporary Warming Shelter wherever they occur to be subject to an approval process outside of just the zoning being in place & then Support Services a SUP process only in the R-3 process which is something we decided on earlier. Ann Richardson asked if the places like the hospital, Burrell etc would need to apply for a permit? Joe said no, they would come in as legal non-conforming, it would only apply to new uses to provide these services going forward or if they would change the scope or abandon & want to go back then they would have to apply for the permit. Kelvin said it would only be if they were providing one of these services, day shelter, emergency housing, etc & in an R-3. Rhonda said so the Emergency Housing needs a Special Use Permit is that just putting a transient in an apartment for 12 months? Kelvin said he would make the recommendation to take that out. Going back to the definition of Emergency Housing is really like someone living in a house. Mayor Dawson asked if Emergency Housing where it's called out in R-1 does that mean it would be providing temporary shelter in a single-family home? Doesn't mean you could take several families that need emergency shelter & put in that same single family home? Joe said the underlying zoning districts would still apply. So this is kind of the reverse effect of cumulative zoning so if you're in a lower district R-1 is essentially one of the lowest districts, if in R-1 the requirements would apply & just added potentially emergency housing, could do that. If doing emergency housing in R-1 district it would require a special use permit. Kelvin said Mrs. Ahern has suggested Emergency Housing should not require a Special Use Permit. Everyone ok with the idea of deleting Section 10 then otherwise only apply to R-3. Keep Section 11 & exclude Emergency Housing but add Supportive Services for R-3.

Minimum Standards – Special Use Permit requirements have two subsections. This is the first. Generally if a SUP applies here are what is being suggested as the minimum standards in order to have that approved. 1. Facility cannot be located within 1,000 feet of public or private school or licensed daycare. Exception at 64-127c going to be talking about shelters in the next one. Exception in that provision saying if operating an emergency shelter, example if operating an emergency shelter in a church that also offers daycare, there will be an exception there because there is a requirement there for those kinds of shelters that if you have that operating in there you have to be able to provide protection/separation for safety for children & individuals partaking in the services. Question came up tonight – 2. All facilities must comply with underlying zoning districts. Can't build an apartment in a single family zoning because you are providing services. 3. Does require a business license for all residential & shelter facilities. Change residential to Community Residential facilities & Shelter facilities. Joe isn't sure about the community residential facilities, he might bring more info back at the next meeting. 4. When a SUP is required will trigger the Director of Community Development to create a report for P & Z & City Council that will give them the characters related to the land use compatible & physical character of the neighborhood. Create the checklist for the application. 5. Space requirements – Residential facilities must comply with IBC & IRC. Example is you are buying a residential home to use as a

residential home you don't have to get a certificate of occupancy permit to move in but if applying to provide any of these services that require an SUP going to walk through that process to be sure meeting all the requirement. Shelters must provide at least 50 square feet of space per person occupying the Shelter. 6. Require safety & maintenance comply with property maintenance codes. 7. Communications – facilities must provide internet & at least one working non-pay phone, internet, telephone, radio & TV. John asked why are we requiring them to provide these services? Joe said it came from the Transitional Services Committee. For someone trying to find a job, find health care providers, fill out an application, seems like the providers should have essentials there. Trying to help people move from that homelessness situation to be in a residence again. If you don't require it where will they get these services? Ann said the internet is how everyone fills out applications now days. Val said but the internet costs \$75.00 per month, if you are going to buy food for these people what if you have to make that choice? Which is more important? Jerry said his recommendation is to not make it a requirement. Val said in their shelter they have now they don't have internet or TV but they are more concerned with giving them a place that's warm & food, they have phones but most of them all have their own phones. Approved to delete #7. 8. Code of Conduct – facility must provide & enforce written code of conduct. 9. A. Site access – all facilities must maintain a designated member to serve as a point of contact for the Sedalia PD. B. all facilities must maintain a registry of all individuals being sheltered on that date & such registry shall be made available to public safety official upon request. Joe said this requirement is for all hotels in the City already. Chairman Rowe said a point of contact is for law enforcement, fire department in case of a disaster. Chairman Rowe suggested deleting providing names of individuals & people of residential facilities, commercial vs residential. Not sure we can compel them to provide names of residents at permanent supportive housing, transitional housing. What if it was worded, all facilities except permanent supportive housing & transitional housing must, just add on a & b & accepting out the more permanent side of the residential piece. All facilities except for permanent housing, transitional housing. 10. Traffic – may be established for dwellings that are permitted as emergency housing or transitional housing for 14 or more residents. 11. Managers & other service providers – a. more than 8 people must have an on premise manager or sponsor, b. Director of Community Development may recommend to P & Z & Council a limit for the number of service providers, this will be part of the application process with a report with the use it's being applied for & impact on the area. John said as he's reading through it he's not comfortable with limiting the number of service providers, that's not something he has experience in or know what to recommend there. Mitigation measures for emergency housing, he's comfortable with making those recommendations. Joe said what if you're looking at it from an impact standpoint of how many people are in there. Already considering that could have more than eight people. A lot of this will be determined by building code & occupancy requirements. 12. Drugs & alcohol – Joe will make additional suggestions. 13. Dispersal of like facilities – like facilities to avoid approval of permits for like facilities within a single neighborhood. Community Development Director to report to P & Z & Council.

Shelters – 1. Ok. 2. Ok. 3. Delete. 4. Shelter is to be responsible for the facilities to provide secure separation for daycare & school facilities. 5. Ok. 6. Ok. 7. Ok.

C. staying in compliance with permit. Ok as written or add a provision if out of compliance they get a notice & so many days to fix before revoke the permit. Mayor Dawson said agree. Joe said due process would need to do notice of hearing. Kelvin would recommend a hearing in front of council. Mayor Dawson said Board of Appeals is a judicial body also. Could do either way.

d. ok.

e. leftover from provision from having to renew every year. Delete this section.

Will bring back to the January 4, 2023 in a form of a revised copy from this meeting & hopefully can move on to council.

Because of the constitutional provision, there is a lot of stuff to have to change due to recreational marijuana. Going to have two ordinances coming to this commission with respect to zoning. First one deals with some business the council took care of on Monday night. Took a few of the provisions that had put in medical marijuana that made sense to keep in zoning. Moved several of those provisions out & put those in the City's business license provisions. Right now have medical marijuana both in zoning code & in business license code. First will be fairly routine & quick, need input for recommendation to council to illuminate these pieces out of the zoning code that moved out to business code. Next will be a big one. Will have to go through & make all the changes to recreation. Might be the February meeting for this piece. To Joe's knowledge the Department of Health & Human Services does not have any forms that would allow medical marijuana dispensaries that could shift over to the become comprehensive facility that sells both medical & recreational. There is a deemed approval revision saying if a dispensary makes an application to move from medical to comprehensive if not approved in 60 days than that will automatically be approved. Thinking February 6th, if the state isn't in a position to process these applications they will be deemed approved then all medicinal dispensaries will be qualified to be comprehensive & will start selling recreational.

Next meeting – January 4, 2023

Rhonda Ahern made the motion to adjourn the meeting. Chris Marshall seconded. All approved.

Meeting adjourned.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AGREEMENTS FOR ENGINEERING SERVICES ON SMALL SANITARY SEWER EXTENSION AND REPLACEMENT PROJECTS.

WHEREAS, the City of Sedalia, Missouri issued a Request for Qualifications for professional engineering services pursuant to state law and had four bidders, as follows:

- Broadfoot Engineering, LLC
- Engineering Surveys and Services
- HDR
- Horner & Shifrin; and

WHEREAS, the City of Sedalia, Missouri has the need from time to time throughout the year for such engineering services and upon evaluation of the request for qualifications wishes to enter into contracts with Engineering Surveys and Services, Inc. and Broadfoot Engineering, LLC, for such services; and

WHEREAS, under the proposals, and as consideration therefore, the City of Sedalia, Missouri, shall pay the following sum and amount of not to exceed Forty-three Thousand Dollars (\$43,000.00) for the following project:

- **Project B** – 8” Sewer Main Extension from existing Manhole SEA 4-56 west approximately 320 linear feet in total including 75 linear feet that will fall under U.S. Highway 65 to a new manhole to Broadfoot Engineering, LLC, as more fully described in the proposed agreement attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the agreements by and between the City of Sedalia, Engineering Surveys and Services, Inc. and Broadfoot Engineering, LLC, in substantively the same form and content as they have been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 17th day of January 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 17th day of January 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

To: Kelvin Shaw
From: Brenda Ardrey *BA*
Date: January 11, 2023
Subject: Council Memo – Award of Contract
RFQ 2023-001 – Eng. Services for Sanitary Sewer Extensions and Replacements (Small Projects)
Engineering Services and Surveys (ES&S) and
Broadfoot Engineering, LLC
Proposed Scopes of Services and Engineering Costs

Public Works is requesting City Council approval for award of contracts for engineering services for small sewer extension and replacement projects (< 3,200 linear feet) in response to the City's Request for Qualifications 2023-001. We received four responses to the RFQ from the following firms:

<u>Name of Firm</u>	<u>Address</u>	<u>City, State, Zip Code</u>
Broadfoot Engineering, LLC	30277 Carpenter Road	Sedalia, MO 65301
Engineering Surveys & Services	1113 Fay St.	Columbia, MO 65201
HDR	10450 Holmes Road	Kanas City, MO 64131
Horner & Shifrin	401 S. 18 th St., Ste. 400	St. Louis, MO 63103

After review and rating of the statements of qualifications with the criteria contained in the RFQ and reference verification by the selection committee, Public Works is requesting Council approval of award of contracts for small sewer main extensions and replacements to:

Engineering Surveys and Services, Inc.
and
Broadfoot Engineering, LLC

All four firms presented the qualifications necessary for completion of the work. The City has experience with three of the four firms and have found their work to be acceptable. The two firms selected for award have extensive experience working in Sedalia with the sewer and water systems and their references were checked and found to be good order.

Specifically, called out in the RFQ were the following small projects:

- A) an 8" Sewer Main Extension from Manhole B-2 (HDR Design Set: Central Regional Lift Station Gravity Sewer Line B Plan and Profile) north/northeast to the property line at WireCo WorldGroup approx. 200 linear feet;
- B) an 8" Sewer Main Extension from existing Manhole SEA 4-56 west approx. 320 linear feet in total including 75 linear feet that will fall under U.S. Highway 65 to a new Manhole; and
- C) a 12" Sewer Main Extension from S. Lamine Ave. (Manhole N5-10) to 321 E. Main St. approx. 585 linear feet.

Additionally, other projects will be assigned on a rotating basis as other small projects proceed forward to the Engineering Phase. The Agreement provides for an initial 12 month period and the potential for one extension of 48 months.

Attached is the proposed Scope of Work and Task Order for Project B) amended with Broadfoot Engineering, LLC. During the next Council Meeting scheduled for February 6, 2023, Public Works will plan to bring forward the two scopes of work for Projects A) and C) with ES&S, Inc.

We ask for approval of the award of small engineering contracts to ES&S, Inc. and Broadfoot Engineering, LLC and approval of the scope of work and engineering fee of no more than \$43,000 for Project B).

Thank you for your consideration.



Materials Laboratory Testing Fee Schedule

January 1, 2023

The testing services shown herein represent the majority of tests that can be performed "in-house". Please call our office to discuss services and/or tests that are not shown on this Fee Schedule. We reserve the right to add, delete, or otherwise alter the information contained herein without notice, but will honor commitments previously made.

Concrete

Cast Specimen	Cylinder - Compressive Strength (6 x 12)	\$ 16.50 / ea.
	Cylinder - Compressive Strength (4 x 8)	\$ 15.00 / ea.
	Concrete Beam - Flexural Strength	\$ 49.00 / ea.
	Mortar Cube - Compressive Strength	\$ 22.00 / ea.
	Grout/Prism - Compressive Strength	\$ 24.00 / ea.
	Cylinder - Compressive Strength Cast by Others	\$ 22.00 / ea.
	Cylinder Held (spare)	\$ 5.00 / ea.
	Cylinder Mold	\$ 2.00 / ea.
	Mix Design (single point)	\$ 750.00 / ea.
	Mix Design (three point)	\$ 1,500.00 / ea.
	Mix Design (single point FAA)	\$ 1000.00 / ea.
	Mix Design (three point FAA)	\$ 2,150.00 / ea.
	Chloride Ion Content (ASTM C 1218)	\$ 200.00 / ea.
	Cylinder Pickup Made by Others	\$ Hourly
	Slump, Air, Cylinders	\$ Hourly
Cores	Core Drilling and Testing	\$ Hourly
	Concrete/Asphalt Core Drill	\$ 185.00 / day
	Generator	\$ 100.00 / day
	Special Handling of Cores or Irregular Size Specimens	\$ 36.00 / ea.

Asphalt

	Core Density	\$ 42.00 / ea.
	Extraction Test for Oil	\$ 230.00 / ea.
	Sieve Analysis of Extracted Agg. & Extraction Test for Oil	\$ 330.00 / ea.

Structural Steel

	Structural Weld and Bolt Inspection	\$ Hourly
	Ultra-Sonic Weld Testing Equipment	\$ 175.00 / day
	Magnetic Particles or Dye Penetration	\$ Hourly



Aggregate

Particle Size	Sieve Analysis, dry	\$ 79.00 / ea.
	Sieve Analysis, wet	\$ 89.00 / ea.
	Finer than #200 by Washing	\$ 55.00 / ea.
Weight Properties	Specific Gravity & Absorption	\$ 110.00 / ea.
	Unit Weight	\$ 60.00 / ea.
Impurities	Organic Impurities in Fine Aggregate (colorimetric)	\$ 40.00 / ea.
	Lightweight Pieces (coal & lignite)	\$ 90.00 / ea.
	Clay Lumps & Friable Particles	\$ 60.00 / ea.
	Chert Content of Coarse Aggregate	\$ 135.00 / ea.
	Deleterious Materials of Coarse Aggregate	\$ 125.00 / ea.
	Deleterious Materials of Fine Aggregate	\$ 85.00 / ea.
Rock Quality	Thin or Elongated Pieces in Course Aggregate	\$ 90.00 / ea.
	Soundness by Sodium or Magnesium Sulfate (5 cycles)	\$ 330.00 / ea.
	Freeze-Thaw	\$ 760.00 / ea.
	L.A. Abrasion of Course Aggregate	\$ 220.00 / ea.

Soil

Classification Tests	Moisture Content	\$ 10.00 / ea.
	Particle-Size Analysis, Wet Sieve	\$ 105.00 / ea.
	Particle-Size Analysis, Hydrometer	\$ 90.00 / ea.
	Material finer than #200	\$ 75.00 / ea.
	Specific Gravity	\$ 75.00 / ea.
	Atterberg Limits	\$ 60.00 / ea.
	Shrinkage Limit	\$ 86.00 / ea.
	Dry Density of undisturbed sample	\$ 36.00 / ea.
	Fractional Organic Carbon	\$ 70.00 / ea.
Shear	Unconfined Compression Test (qu)	\$ 56.00 / ea.
	Triaxial (Q), multistage	\$ 375.00 / ea.
Compressibility Tests	Consolidation	\$ 485.00 / ea.
	Swell	\$ 215.00 / ea.
Compaction Tests	Standard Proctor	\$ 160.00 / ea.
	Modified Proctor	\$ 180.00 / ea.
	Field Density Testing	\$ Hourly
	Field Density Testing - Nuclear Meter	\$ 13.00 / hr.
	CBR	\$ 320.00 / ea.
	Flex-Wall Permeability	\$ 345.00 / ea.
	Falling-Head Permeability	\$ 270.00 / ea.
	Sampling Remolding	\$ 100.00 / ea.
Geotechnical Drilling	Equipment and Crew	\$ Quote
	3" Shelby Tubes	\$ 18.00 / ea.
	Sample Jars	\$ 3.00 / ea.
	Special Sample Preparation	\$ Hourly



Professional Services Hourly Fee Schedule

January 1, 2023

SERVICE OF:	RATE:
Principal	\$ 165 / hour
Senior Professional Engineer	\$ 154 / Hour
Professional Engineer	\$ 142 / hour
Engineer Intern	\$ 99 / hour
Professional Land Surveyor	\$ 142 / hour
Survey Project Manager	\$ 99 / hour
Senior Design Technician	\$ 89 / hour
Technician (Survey or CAD)	\$ 75 / hour
Concrete Technician	\$ 60 / hour
Soils Technician	\$ 67 / hour
Special Inspector	\$ 89 / hour
AWS Certified Weld Inspector (Senior)	\$ 126 / hour
AWS Certified Weld Inspector	\$ 94 / hour
Chemist	\$ 78 / hour
Administrative Assistant	\$ 67 / hour
Laser Scanning Equipment	By Quote
UAS (Drone) w/ pilot	\$ 157 / hour
Survey - Stakes	\$ 0.30 / each
Survey – Iron Pins	\$ 3.50 / each
Survey – Fence Posts	\$ 7 / each
Drill Rig and other equipment	By Quote
Large Format Copies	\$ 4.00 / each
Photocopies -	
8 ½" x 11" single-sided, black & white	\$ 0.30 / each
8 ½" x 11" single-sided, color	\$ 0.60 / each
11" x 17" single-sided, black & white	\$ 2.00 / each
Travel	\$ IRS Rate / mile
Per Diem	\$ 30 / day
Lodging	Cost

NOTES:

1. Overtime charges at 1.4 times above rates.
2. Scheduled construction phase services and/or field observations will be charged at a 2-hour minimum.
3. Weekend work will be charged at 2-hour minimum overtime.

PROFESSIONAL SERVICES AGREEMENT-TASK ORDER
ENGINEER-OWNER AGREEMENT

This AGREEMENT is made as of January 17, 2023, by and between the City of Sedalia, Missouri (hereinafter called OWNER) and Broadfoot Engineering, LLC (hereinafter called ENGINEER).

OWNER from time-to-time requires professional services in connection with consulting, construction, design, operation and maintenance of its water and wastewater facilities including collection and distribution systems. Therefore, OWNER and ENGINEER, in consideration of their mutual covenants, agree as follows:

ENGINEER shall serve as OWNER'S professional engineer in those assignments to which this AGREEMENT applies and shall give consultation, advice and design engineering and other professional services to OWNER during the performance of ENGINEER'S services all in accordance with the scope of services set forth in the applicable Task Order.

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 Services on any assignment shall be undertaken only upon written authorization of OWNER and agreement of ENGINEER. The parties shall use the form of Task Order attached hereto as Exhibit C.

1.2 Assignments may include Basic Services and/or Additional Services of ENGINEER.

1.3 ENGINEER will pay its consultants directly for Services performed and OWNER shall not pay ENGINEER's consultants. Neither ENGINEER nor any consultants shall be considered employees or agents of the OWNER.

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 General. The Services shall be as set forth in the Task Order for a specific project.

SECTION 3 - RESPONSIBILITIES OF OWNER

OWNER shall, within a reasonable time, so as not to delay the services of ENGINEER:

3.1 Provide full information as to OWNER'S requirements for the Project.

3.2 Assist ENGINEER by placing at ENGINEER'S disposal all information available to OWNER pertinent to the assignment including previous reports and any other data relative thereto.

3.3 Furnish engineering services reports or data, if OWNER has available, such as core borings, probings and subsurface explorations; hydrographic surveys; laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic, and utility surveys; zoning and deed restrictions; and

other special data or consultations, all of which ENGINEER may rely upon in performing its services under this AGREEMENT.

3.4 Allow access to and make all provisions for ENGINEER to enter upon public and private property to best of OWNER's ability as required for ENGINEER to perform its services under this AGREEMENT.

3.5 Examine all studies, reports, sketches, cost opinions, bid documents, drawings, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.

3.6 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.

3.7 Designate in writing a person to act as OWNER'S representative with respect to the services to be performed under this AGREEMENT. Such person shall have complete authority to transmit instructions; receive information; interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements, and systems to be used in the Project; and other matters pertinent to the services covered by this AGREEMENT.

3.8 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the Project.

3.9 ENGINEER is responsible for obtaining and furnishing approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project if set forth in the corresponding Task Order. ENGINEER is responsible for initial payment for such permits as included in Task Orders and which are reimbursable by the OWNER under the applicable Task Order.

3.10 Furnish, or direct ENGINEER to provide necessary Additional Services as mutually agreed to by the Parties and included in Task Orders.

3.11 Prior to commencement of the services under any Task Order, the ENGINEER may request in writing that the OWNER provide reasonable evidence that the OWNER has made financial arrangements to fulfill the OWNER's obligations under this Agreement and the Task Order. Thereafter, the ENGINEER may request such evidence if: (1) the OWNER fails to make a payment to the ENGINEER as required; (2) a change in the scope materially changes the contract amount; or (3) the ENGINEER identifies in writing a reasonable concern regarding the OWNER's ability to make payment when due. The OWNER shall furnish such evidence as a condition precedent to commencement or continuation of the ENGINEER's services. After the OWNER furnishes the evidence, the OWNER shall not materially vary such financial arrangements without prior notice to the ENGINEER.

3.12 Any award of a Task Order under this AGREEMENT is subject to the availability of annually appropriated funding by the OWNER and OWNER may terminate this AGREEMENT based on availability or appropriation of funds.

SECTION 4- PERIOD OF SERVICE

4.1 The initial contract term shall commence upon final execution of the contract by the OWNER and shall expire twelve (12) months from that date. The OWNER reserves the right to extend the contract for up to one (1) additional four (4) year term providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the OWNER.

4.2 The provisions of this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the AGREEMENT and Task Orders. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the completion of said services.

SECTION 5 -COMPENSATION

5.1 Compensation. OWNER shall pay ENGINEER for services rendered and reimbursable expenses as stated in the Task Order.

5.2 Statements. Monthly statements, in ENGINEER'S standard format, will be submitted - by the ENGINEER to the OWNER as indicated in each Task Order. ENGINEER'S standard format is acceptable as long as information required by the OWNER is included in such format or the additional information required by the OWNER is included in such statement or an attached exhibit.

5.3 Payments. Complete and accurate statements are payable upon receipt. Time is of the essence in payments of statements, and timely payment is a material part of the consideration of this AGREEMENT. Costs, including reasonable attorney's fees, incurred by the ENGINEER in collecting any delinquent amount shall be reimbursed by the OWNER. If a portion of ENGINEER'S statement is disputed by OWNER, the undisputed portion shall be paid by OWNER by the due date. The OWNER shall advise the ENGINEER in writing of the basis for any disputed portion of any statement. A late payment charge of 1.5 percent per month or any partial month will be added to amounts not received within 30 days of the statement date of any undisputed statement.

5.4 Taxes. Taxes as may be imposed and payable to the United States, state, and local authorities, shall be included in the payment stated under "Amount of Payment", if applicable.

The City is exempt from State of Missouri sales and compensating use taxes thereof on all materials to be incorporated into the work and Federal Excise Taxes.

a. The City will furnish the required certificate of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the work.

b. The City's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the work.

5.5 ENGINEER agrees to furnish supporting detail as may be reasonably required by the OWNER to support charges included on ENGINEER's invoices and to make available for audit purposes such records supporting such charge, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the OWNER. The OWNER shall have the right to review ENGINEER's records pertaining to the work product for a period of three (3) years after final payment unless an audit is in progress or notice has been provided by the OWNER to retain such records and such records are to be maintained until audit closure. Notwithstanding anything to the contrary herein, in no event shall OWNER be entitled to audit the composition of any agreed upon rates or percentage multipliers set forth in a Task Order or this Agreement, nor shall it be entitled to audit any rates, charges, costs, hours worked or expenses related to work performed on a lump sum or fixed price basis.

SECTION 6- GENERAL CONSIDERATIONS

6.1 Insurance. The ENGINEER shall furnish proof of insurance as indicated below. The coverage is to remain in force at all times during the contract period. The following insurance coverage is required. The OWNER is to be added as an "additional Insured" on ENGINEER'S General Liability Insurance. This shall be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the OWNER as "additional insured" will be at the ENGINEER's expense.

6.1.1 During the course of performance of these services, ENGINEER will maintain (In United States Dollars) the following insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory pursuant to Missouri Revised Statutes, Chapter 287 \$500,000 Each person
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Per Occurrence Combined Single Limit \$2,000,000 General Aggregate
Automobile Liability: Bodily Injury and Property Damage	\$2,000,000 per Claim and Annual Aggregate
Professional Liability:	\$1,000,000 Combined Single Limit

Must be in effect for one (1) year after project completion of ENGINEER'S Services under an applicable Task Order.

Endorsements required:

- Owner included as additional insured on the CGL and Automobile Liability policies per the required insurance above.
- Broad Form Contractual Liability under Engineer's CGL and Automobile Liability policies as required above.
- Waiver of Subrogation for ENGINEER'S CGL
- Premises/Operations
- Products/Completed Operations
- Independent Contractors

Subcontractors not eligible for professional liability coverage, by virtue of their trade, shall provide commercial general liability coverage as set for above. Subcontractors eligible for professional liability coverage shall be required to provide professional liability coverage as set forth above

ENGINEER will provide to OWNER certificates of insurance as evidence of the specified insurance.

6.1.2. The above insurance requirements are only required to be carried by the ENGINEER during the term of the assigned project(s) and provided upon award of the task order, except for professional liability/errors and omissions insurance which must be in effect for one (1) year after completion of ENGINEER'S Services under an applicable Task Order.

6.1.3 The OWNER is required to be included as an additional insured under the commercial general liability insurance policy and Automobile Liability. Certificate holder should provide such certificates to:

City of Sedalia
City Clerk's Office
200 S. Osage Ave.
Sedalia, MO 65301

6.1.4. The ENGINEER shall be responsible for seeing that the insurance certificates required in conjunction with this section remain in force for the duration of the project. If insurance certificates are scheduled to expire during the contractual period, the ENGINEER shall be responsible for submitting new or renewed insurance certificates to the OWNER at a minimum thirty (30) calendar days in advance of such expiration.

6.2 Professional Responsibility

6.2.1. ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER'S services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. If the ENGINEER fails to meet the foregoing standard, ENGINEER will perform at its own cost, and without reimbursement from OWNER, the professional services necessary to

correct errors and omissions which are caused by ENGINEER'S failure to comply with above standard, and which are reported to ENGINEER within one year from the completion of ENGINEER'S services for the Project.

6.2.2. The obligations and representations contained in Paragraph 6.2.1 are ENGINEER'S sole obligation and OWNER'S exclusive remedy with respect to defects in the quality of services detected prior to project completion under a Task Order. OWNER'S failure to properly operate and maintain the project shall relieve ENGINEER of its liability for any damage caused in whole or in part by improper operation or maintenance.

6.2.3 No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service or oral or written representation by ENGINEER or its employees or consultants.

6.2.4 Subject to Paragraph 6.14.1, Section 7 and the obligations and remedies stated in this Section 6.2, Professional Responsibility, are the sole and exclusive obligations of ENGINEER and remedies of OWNER, regardless of the cause of action.

6.3 Cost Opinions and Projections. Evaluations of the OWNER'S budget for the cost of the Work, and any cost estimates, opinions and projections prepared by ENGINEER relating to construction costs, operation and maintenance costs, equipment characteristics and performance, schedules, and operating results are based on ENGINEER'S experience, qualifications, and judgment as a design and construction professional. It is recognized, however, that neither the ENGINEER nor the OWNER has control over the weather, cost and availability of labor, material and equipment, labor productivity, contractors' procedures and methods, unavoidable delays, or its methods of determining prices, economic or negotiating conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections. Accordingly, the ENGINEER cannot and does not warrant or represent that actual rates, costs, performance, schedules, bids or negotiated prices will not vary from the OWNER'S budget for the cost of the Work, or from any estimate of the cost of the Work, or opinion or evaluation, prepared or agreed to by the ENGINEER. In addition, the uncertainty and potential disruptions to the labor and work force and supply chain caused by a regional, national or global outbreak and spread of an infectious disease, such as COVID-19, may have an impact on this Project, the exact cost and duration of which can neither be predicted nor controlled by either the ENGINEER or the OWNER. Therefore, ENGINEER has not included any contingency for disease-related impacts in its opinions and projections.

6.4 Changes. OWNER shall have the right to make changes within the general scope of ENGINEER'S services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of the OWNER and the President or any Vice President of the ENGINEER.

6.5 Suspension of Services. Should OWNER fail to fulfill its responsibilities as provided under Section 4 to the extent that ENGINEER is unduly hindered in ENGINEER'S services or if OWNER fails to make any payment to ENGINEER on account of ENGINEER'S services and expenses within 90 days after receipt of ENGINEER'S bill therefore, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this AGREEMENT until OWNER has satisfied OWNER'S obligations under this AGREEMENT.

6.6 Termination

6.6.1. Services may be terminated by the OWNER or ENGINEER by seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. Failure on the part of the OWNER to make payments to ENGINEER when due shall be considered substantial nonperformance and cause for termination. If so terminated, OWNER shall pay ENGINEER all amounts due ENGINEER for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by ENGINEER in terminating the services.

6.7 Delays

6.7.1 The ENGINEER shall not be responsible for delays caused by factors beyond the ENGINEER'S reasonable control, including but not limited to delays because of a force majeure, strikes, lockouts, work slowdowns or stoppages, government regulation, industry shutdowns, power or server outages, Acts of God, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of the ENGINEER'S services or work product, or delays caused by faulty performance by the OWNER'S contractor or other consultants, at any level. When such delays beyond the ENGINEER'S reasonable control occur, the OWNER agrees that the ENGINEER shall not be responsible for delays or damages, nor shall the ENGINEER be deemed in default of this Agreement.

6.8 Legal Fees and Expenses. In the event that a dispute should arise relating to the performance of the services to be provided and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs of litigation, including, court costs, attorneys' fees, and other related expenses.

6.9 Rights and Benefits. ENGINEER'S services will be performed solely for the benefit of the OWNER and not for the benefit of any other persons or entities.

6.10 Dispute Resolution

6.10.1 Scope of Section: The procedures of this Section 6.10 and its subparts shall apply to any and all disputes between OWNER and ENGINEER (including disputes involving an officer, director or employee of either party) which arise from, or in any way are related to, this AGREEMENT, including, but not limited to the interpretation of this AGREEMENT, the enforcement of its terms, any acts, errors, or omissions of OWNER or ENGINEER in the performance of this AGREEMENT, whether in contract or in tort, and disputes concerning payment.

6.10.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate and, if necessary, mediate their disputes as set forth in this Paragraph. If timely Notice is given under Paragraph 6.10.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 6.10.3, 6.10.6, and 6.10.7 have been complied with.

6.10.3 Notice of Dispute

6.10.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a Written Notice;

6.10.3.2 For disputes arising after the making of final payment, OWNER shall give ENGINEER Written Notice at the address listed in Paragraph 6.17 within one year after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this AGREEMENT that authorize the relief requested.

6.10.3.3 Any legal action necessary to compel, confirm, vacate, enforce, modify or otherwise affect the mediation or arbitration shall be filed in state or federal courts in the State of Missouri with venue in Pettis County, Missouri and each party expressly consents to jurisdiction therein.

6.10.4 Waiver Upon Final Payment: The making of final payment by OWNER and the acceptance of same by ENGINEER and ENGINEER'S subconsultants shall constitute a waiver of existing claims by the OWNER and such payee except those previously made in writing and identified as unsettled by OWNER at the time of payment, or by the payee at the time of such payee's final invoice. Final payment shall not constitute a waiver of claims by the OWNER relating to liens unsettled, or subsequent discovery of services not in compliance with this AGREEMENT, including the exceptions contained in Paragraphs 6.2.1 and 6.10.3.2.

6.10.5 Waiver Due to Untimely Notice: Claims arising after the making of final payment shall be barred, and no suit or demand may be filed if Notice as stated in Paragraph 6.10.3.2 and section 6.10.4 is not given. Nothing in this Paragraph shall be construed as directly or indirectly limiting the time to institute suit, but rather to give the responding party timely notice and prompt opportunity to investigate the allegations of the dispute.

6.10.6 Negotiation: Within seven (7) days of receipt of the Notice, the Public Works Director for the OWNER and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level within twenty-one (21) days after Notice then, upon written request of either side, the matter shall be referred to the Division President of the ENGINEER and an executive officer of OWNER. These officers shall meet at the Project Site or such other location as is agreed upon within thirty (30) days of the written request to resolve the dispute.

6.10.7 Mediation: If the OWNER'S and ENGINEER'S said officers are unable to resolve the dispute, then either side may request that the matter be submitted to mediation before a mediator mutually agreed upon. If the parties cannot agree on a mediator, then the American Arbitration Association shall appoint one upon request. Any administrative or mediator's fees shall be split equally between the parties. The mediation shall take place in Sedalia, Missouri unless the parties mutually agree on another location.

6.11 Publications. Recognizing the importance of professional development on the part of ENGINEER'S

employees and the importance of ENGINEER'S public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER'S services for the Project. Such publications will be provided to OWNER in draft form for OWNER'S advance review. OWNER shall review such drafts promptly and provide OWNER'S comments to ENGINEER. ENGINEER shall not use data in a manner that would allow for individuals to be identifiable. OWNER shall require deletion of proprietary data or confidential information from such publications including, but not limited to information that may be protected under guidelines, regulations or statutes related to the U.S. Department of Homeland Security, but otherwise OWNER will not unreasonably withhold approval. The cost of ENGINEER'S activities pertaining to any such publication shall be borne by the ENGINEER.

6.12 Indemnification for Pollution Related Claims. For services involving or related to pollution, toxic substances, or hazardous wastes or asbestos abatement work, OWNER agrees to release, defend, indemnify, and hold harmless ENGINEER and its officers, directors, employees, agents, and consultants from all liability, claims, demands, damages, losses, and expenses, direct, indirect or consequential, including, but not limited to, claims of OWNER and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs arising out of the performance of this AGREEMENT. This indemnification provision extends to claims against ENGINEER which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant, or arising out of or resulting from asbestos abatement work. ENGINEER agrees to indemnify OWNER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of ENGINEER.

6.13 Indemnification

6.13.1 Except for those projects identified in Section 6.12, and subject to the provisions of Sections 3 and 7 of this Agreement, ENGINEER agrees to indemnify OWNER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them. Nothing in this Agreement shall require ENGINEER to provide a defense of the OWNER against any claim, suit or complaint.

6.13.2 OWNER agrees to indemnify ENGINEER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of OWNER, its officers, directors, Contractors, employees, agents, and consultants, and any of them.

6.14 Computer Models. ENGINEER may use or modify ENGINEER'S proprietary computer models in service of OWNER under this AGREEMENT, or ENGINEER may develop computer models during ENGINEER'S service to OWNER under this AGREEMENT. The data for such model shall be the property of both the ENGINEER and the OWNER. Such use, modification, or development by ENGINEER using ENGINEER'S

software does not constitute a license to OWNER to use or modify ENGINEER'S software. In addition, any modeling software shall remain the property of the party who purchased the software or the software license.

6.15 Reuse of Documents. All deliverables including model, report and other documents prepared or furnished by ENGINEER (and ENGINEER'S independent professional associates and consultants) pursuant to this AGREEMENT are instruments of service in respect of the Project, and ENGINEER shall have the mutual ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the project by OWNER and others.

6.16 Electronic Media. Any electronic media furnished with respect to ENGINEER'S services are for OWNER'S information and convenience only. Such media are not to be considered part of ENGINEER'S instruments of service. (Due to the potential that information contained in electronic media can be modified by OWNER or others, ENGINEER, at its option, may remove all indicia of ENGINEER'S ownership and involvement from each electronic display.)

ENGINEER shall not be liable for loss or damage directly or indirectly, arising out of use of electronic media including, but not limited to, any loss of business or incidental or consequential damage. OWNER shall assume all risk and release, indemnify, and hold harmless ENGINEER, its officers, directors, employees, servants, agents, successors, and assigns, from and against each and every claim or cause of action that OWNER or others may have or which may arise in the future respecting use of the electronic media. OWNER may from time-to-time request additional electronic copies. ENGINEER shall provide such additional copies for a reasonable reproduction fee.

If there is a discrepancy between the electronic media files and the signed and sealed hard copies, the hard copies shall govern.

6.17 Notices. Any Notice required under this AGREEMENT will be in writing, addressed to the appropriate party at the following addresses:

OWNER'S address:

City of Sedalia, Missouri
Brenda Ardrey, Public Works Director
200 South Osage Avenue
Sedalia, MO 65301

ENGINEER'S address:

Broadfoot Engineering, LLC
30277 Carpenter Road
Sedalia, MO 65301

6.18 Successor and Assigns. OWNER and ENGINEER each binds itself and its successors, executors, administrators, and assigns to the other party of this AGREEMENT and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this AGREEMENT; except as above, neither OWNER nor ENGINEER shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

6.19 Controlling Law. This AGREEMENT shall be subject to, Interpreted, and enforced according to the laws of the State of Missouri without regard to any conflicts of law provisions. Should any part of this Agreement be adjudicated, venue shall be in the Circuit Court of Pettis County, Missouri.

SECTION 7- LIMITATION OF LIABILITY

7.1 To the fullest extent permissible by law, and notwithstanding any other provision of this AGREEMENT, the total liability, in the aggregate, of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this AGREEMENT from any form of negligence, professional errors or omissions (including breach of contract or warranty) of ENGINEER, its officers, directors, employees, agents or consultants, or any of them, SHALL NOT EXCEED the total compensation received by ENGINEER under the Task Order or Paragraph 6.2.1 of this Agreement. The parties agree that specific consideration has been given by the ENGINEER for this limitation and that it is deemed adequate.

7.2 In no event will ENGINEER be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of OWNER, or governmental fines or penalties.

SECTION 8- CONTRACT DOCUMENTS

The documents set forth below are incorporated into this AGREEMENT and will take precedence as follows:

- Change orders and Amendments
- Executed Task Orders, including Scope of Services Agreement
- Exhibit A – Engineer’s Response to RFQ
- Exhibit B- City of Sedalia's Request for Qualifications
- Exhibit C -Task Order Form
- Exhibit D – Rate Chart
- Exhibit E - E-Verify Forms
- Exhibit F -Anti-Collusion Statement
- Exhibit G – DBE Forms, as needed
- Exhibit H – Other Federal Forms, as needed based on Task Orders

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT as of the day and year first above written.

OWNER: City of Sedalia, Missouri

ENGINEER: Broadfoot Engineering, LLC

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____



Broadfoot Engineering, LLC

30277 Carpenter Road
Sedalia, MO 65301
Phone: 660-619-7001
broadfooteng@yahoo.com

January 3, 2023
Ms. Brenda Ardrey
Public Works Director
City of Sedalia
200 South Osage Avenue
Sedalia, Missouri 65301

RE: Proposal for Surveying and Civil Engineering
Public Sanitary Sewer Main Extension under U.S. Highway 65
(Reference RFQ 2023-001, 1 of 3 listed projects)
Sedalia, Missouri 65301

Dear Ms. Ardrey,

Thank you for the opportunity to submit this proposal for professional surveying and civil engineering services for the referenced project. We understand the project will include the construction of a new public sanitary sewer main extension (force main) from existing manhole SEA 4-56 going east under U.S. Highway 65, approximately 820 linear feet; a new public wastewater lift station; and a new public sanitary sewer main extension (gravity main) from the new lift station to the south, approximately 500 linear feet. See attached concept overview map. The following outlines our proposed scope of services:

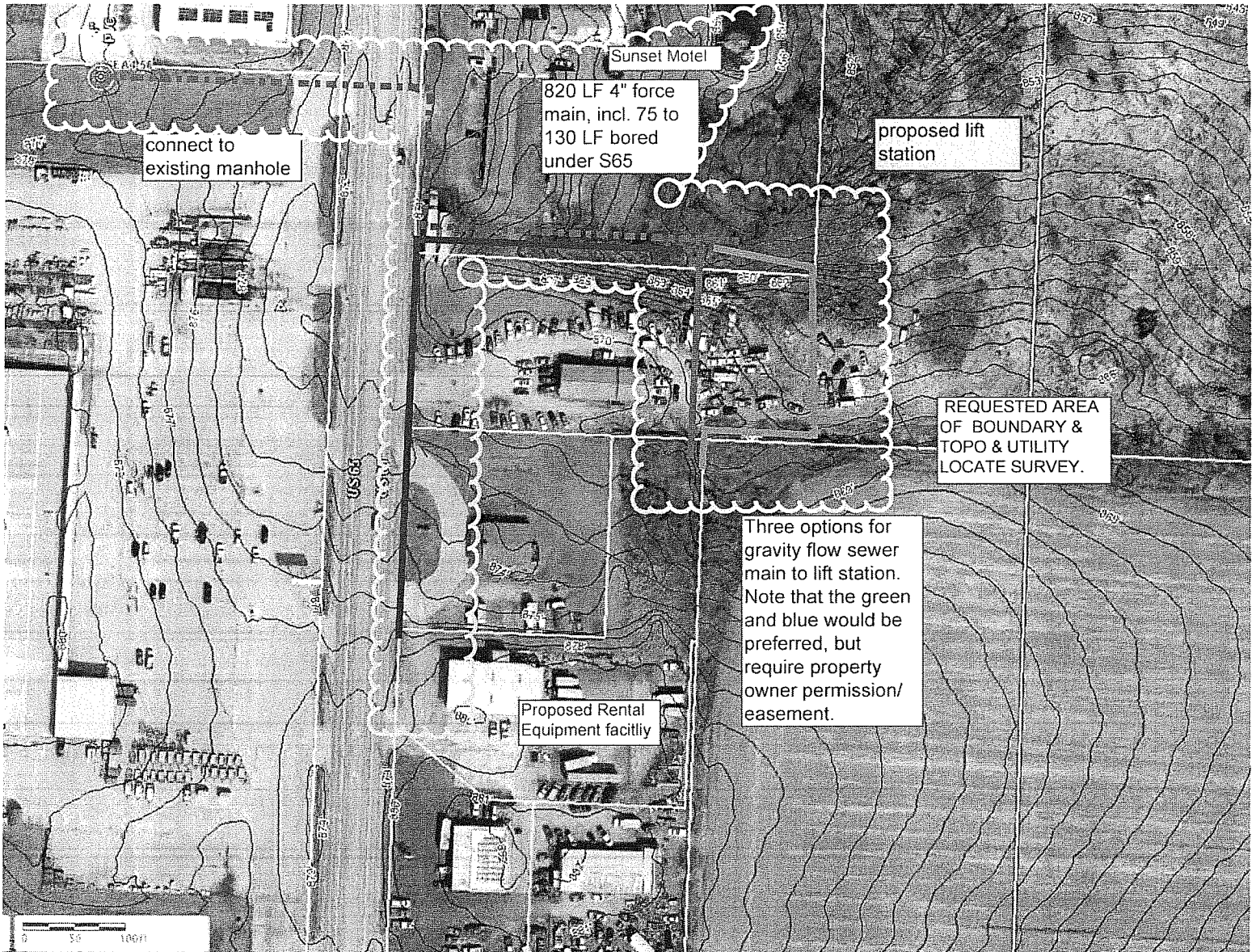
- Provide a boundary, topographic, and utility locate survey as required for the public utility extension project area. This includes showing existing property corners, all existing on-site easements, topographic one-foot contours, any other notable topographic features, and utilities marked by Missouri One Call. Provide utility easement descriptions/exhibits, as required.
- Provide detailed public sewer construction plans including demolition plan, temporary traffic control plan if required, and sewer main and lift station plan (pump, control panel, wet well, power supply, etc.). We understand the City prefers to operate lift stations manufactured by Flight and Sulzer/ABS, or an approved equal. We will coordinate with the lift station supplier/designer/installer, accordingly.
- Provide opinion of probable site (sewer and lift station) construction costs during design process. Assist with bidding process.
- Submit our plans, along with our supporting analysis, to the City and MDNR for their review and approval.
- This proposal excludes all permitting fees; geotechnical subsurface soils investigation; environmental assessments; construction staking; and construction testing and inspections.

Broadfoot Engineering will provide the above proposed surveying and civil engineering services as outlined on a time and material basis with a Not-to-Exceed of \$43,000. Broadfoot Engineering is prepared to start work immediately upon receipt of this signed proposal. We will submit invoices upon completion of project milestones, until completion. Terms are Net 45 days. We appreciate your consideration of Broadfoot Engineering and look forward to working with you on this project. If you have any questions or require additional information, please contact me.

Sincerely,

Theron J. Broadfoot, PE

Accepted by: _____
Signature: _____
Printed Name and Title: _____ Date: _____



Part C – Firm and Key Personnel Qualifications and Quality of Client Services

Theron J. Broadfoot, PE
Broadfoot Engineering, LLC

Biographical Information and Project Experience

Mr. Broadfoot has 20 years of professional experience and currently works as a licensed civil engineer in Sedalia, Missouri. He moved to Sedalia in 2013 from Columbia, Missouri, where he worked for a regional engineering firm until 2017. In late 2017, Mr. Broadfoot started his own engineering company, Broadfoot Engineering, LLC. Throughout his extensive career, he has served the municipal, commercial/industrial, and institutional markets by providing civil design for a wide range of projects. Design experience includes site development, roadway design, stormwater management, floodplain modeling, wastewater collection systems, and permit preparation. He graduated from Colorado State University, Fort Collins, Colorado, in 2002 with a Bachelor of Science in Civil Engineering.

Current duties as a civil engineering consultant include preparing civil site construction plans and construction bid documents for numerous engineering projects. Since 2021, Broadfoot Engineering has been providing On-Call Civil Engineering Services to the City of Marshall.

Mr. Broadfoot has worked closely with the City of Sedalia in recent years and has experience designing and engineering municipal improvements and other large engineering projects. Project examples are as follows:

Simcote New Facility (epoxy coating reinforcing steel) – 2022

23337 Cedar Drive
Sedalia, MO

Lead civil site design engineer. Provided Surveying, Civil Engineering, and Geotechnical Engineering for the new 66,000 square feet building and ancillary site improvements located on 45-acre property.

Contact/Reference Info:

Adam Simmet
President
Simcote Inc.
(651)264-9318 direct line
[*asimmet@simcote.com*](mailto:asimmet@simcote.com)

Robert Rollings
Principal
660-829-9751
[*robert@rollingsarchitects.com*](mailto:robert@rollingsarchitects.com)

Midwest Landing Apartments (56-unit apartment complex) - 2022

Cambridge Drive

Sedalia, MO

Lead civil site design engineer. Providing Surveying and Civil Engineering for the new apartment complex located on 11-acre property. Site design included site layout, grading and drainage, access plan, and public water and sanitary sewer utility extensions.

Contact/Reference Info:

Zak Izoita
660-473-0949
zakmidwest@gmail.com

Erik Miller AIA, CDT
Principal
Phone: (573) 449-2683 Fax: (573) 442-6213
e-mail: emiller@pwarchitects.com

FEMA-4612-DR-Missouri Disaster Declaration (3 sites) - 2022

Marshall, MO

Lead civil site design engineer providing drainage mitigation for flood damaged areas. Provided Surveying and Civil Engineering.

Contact/Reference Info:

Bill Anderson
City of Marshall
Municipal Services
1277 S Odell Ave.
Marshall MO, 65340
660-886-3945
660-631-0076 cell

Watermill Estates (Single-Family Residential Subdivision) - 2022

SE corner of South Lincoln Avenue & East Watermill Road
Marshall, MO

Lead civil site design engineer. Provided Surveying and Civil Engineering for the 69-lot single-family residential subdivision located on 24 acres owned by the City of Marshall. Site design included site layout, grading and drainage, roadway plan and profile, and public water and sanitary sewer utility extensions. Provided preliminary and final plat.

Contact/Reference Info:

Bill Anderson
City of Marshall
Municipal Services
1277 S Odell Ave.
Marshall MO, 65340
660-886-3945
660-631-0076 cell

Boulevard Apartments (48-unit apartment complex) - 2022

State Fair and 16th Street
Sedalia, MO

Lead civil site design engineer. Providing Surveying and Civil Engineering for the new apartment complex located on 2-acre property.

Contact/Reference Info:

*Russell A. Childers - President
RAC-JAC Properties Inc.
1500 Thompson Blvd.
Sedalia, Mo. 65301
660 826 8345 Office
660 221 8345 Cell
russell@racjac.com*

Public Sanitary Sewer Main Extension

East 28th St & South Ohio Ave - 2020
Sedalia, MO

Lead civil site design engineer. Provided Surveying and Civil Engineering for the new public sanitary sewer main extension located along the south side of East 28th Street within City ROW, approximately 400 linear feet connecting to the existing sewer main located on South Ohio Avenue. Provided detailed sewer construction plans and specifications. Assisted the City with their bid process.

Contact/Reference Info:

*Brenda Ardrey
Public Works Director
City of Sedalia
200 S. Osage Ave.
Sedalia, MO 65301
(660) 827-3000
bardrey@cityofsedalia.com*

Note: Broadfoot Engineering teamed up with the below surveying and geotechnical subconsultants to perform work for the above listed projects:

Surveying Services Subconsultant Firm Name: Turpin Land Surveying LLC
Business Mailing Address: 23670 Sacajawea Rd
City, State and Zip Code: Sedalia, MO 65301
Contact (Name): Kerry Turpin
Phone: 660-829-1949
Email: ls1993@iland.net

Surveying Services Subconsultant Firm Name: Bartlett & West
Business Mailing Address: 601 Monroe Street

City, State and Zip Code: Jefferson City, MO 65101

Contact (Name): Dustin E. Kaiser

Phone: 573-634-3181

Email: dustin.kaiser@bartwest.com

Geotechnical Services Subconsultant Firm Name: Allstate Consultants

Business Mailing Address: 3312 Lemone Industrial Blvd

City, State and Zip Code: Columbia, MO 65201

Contact (Name): Daniel Huaco

Phone: 573-875-8799

Email: dhuaco@allstateconsultants.net

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND HOEFER WELKER, LLC., FOR INCREASED SURVEY FEES.

WHEREAS, the City of Sedalia, Missouri has received a proposal to amend the Professional Services agreement by and between the City of Sedalia, Missouri and Hoefer Welker, LLC for Site Two Survey Fees which will increase from Twelve Thousand Three Hundred Dollars (\$12,300.00) to Twenty-three Thousand Five Hundred Dollars (\$23,500.00), as more fully described in the proposed agreement attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the amendment to the professional services agreement by and between the City of Sedalia, Missouri and Hoefer Welker, LLC.

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

Section 3. The City Clerk is hereby directed to file in his office a duplicate 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 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 17th day of January 2023.

Presiding Officer of the Council

Approved by the Mayor of said City Missouri this 17th day of January 2023.

ATTEST

Andrew L. Dawson, Mayor

Jason S. Myers
City Clerk

 **AIA** Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Sedalia Fire Station and Training Center
Sedalia, MO

AGREEMENT INFORMATION:
Date: November 11, 2022

AMENDMENT INFORMATION:
Amendment Number: 001
Date: December 15, 2022

OWNER: *(name and address)*
City of Sedalia, MO
200 S. Osage, Sedalia, MO 65301

ARCHITECT: *(name and address)*
Hoefer Welker, LLC
11460 Tomahawk Creek Pkwy, Suite
400, Leawood, KS 66211

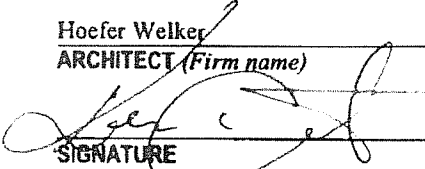
The Owner and Architect amend the Agreement as follows:
Exhibit A revised to include survey fee revisions due to increased survey extents.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Site Two survey fees increased from \$12,300 to \$23,500. Reference attached Exhibit A - Site Two (Revised)

Schedule Adjustment:
N/A

SIGNATURES:


Hoefer Welker
ARCHITECT *(Firm name)*

City of Sedalia, MO
OWNER *(Firm name)*

SIGNATURE

SIGNATURE

Ken R. Henton, AIA, Partner
PRINTED NAME AND TITLE

Kelvin L. Shaw, City Administrator
PRINTED NAME AND TITLE

12/15/22
DATE

DATE

Sedalia Fire Stations and Training Center

12/14/2022

Exhibit A - Site Two (Revised)

	TOTAL	REMARKS
PRE DESIGN SERVICES		
Program Verification and Tours	0	
Site Platting	0	not included
Site Survey	23,500	
Geotechnical Investigation (Allowance)	12,000	
Range Cost Estimate	4,500	
Community Engagement (Allowance)	0	
Phase Total	40,000	
BASIC SERVICES		
	135,000	5.00%
Card Access	0	0.00%
CCTV	0	0.00%
AV	0	0.00%
IT Infrastructure	0	0.00%
Furniture Layouts on Plans		included
Phase Total	135,000	5.00%
ADDITIONAL SERVICES		
Non-Concurrent Building Construction Premium	12,400	
Non-Prototype Design Premium - Mirrored Building (additional)	22,000	
Non-Prototype Design Premium - Same Plan Different Look (additional)	46,500	
Non-Prototype Design Premium - New Design (additional)	72,000	
Early Bid Package (one)	6,000	
Land Disturbance Permitting (SWPPP)	2,300	
Stormwater Management Plan / Flood Plain Adjustment	32,000	
Sanitary Sewer Main Extension (if required)	8,400	
Water Main Extension (if required)	5,400	
Record Documents	13,500	
Furniture & Equipment Procurement	10,000	
Building Commissioning (Allowance)	19,500	Allowance
Phase Total	250,000	
Reimbursable Expense Allowance	0	Allowance % of Basic Services
TOTAL FEE + ALLOWANCES/EXPENSES	425,000	

PROJECT BUDGET ASSUMPTIONS

Construction Cost
 \$2,700,000
 Furniture & Equipment
 \$100,000

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SEDALIA FIRE DEPARTMENT TO SUBMIT AN ASSISTANCE TO FIREFIGHTERS EQUIPMENT GRANT APPLICATION.

WHEREAS, the City of Sedalia, Missouri, Sedalia Fire Department is applying for grant funds through an Assistance to Firefighters Equipment Grant for the purchase of dual band radios.

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

Section 1. The City Administrator is hereby authorized to sign the grant application for Assistance to Firefighters Equipment grant funds and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required.

Section 2. In the event a grant is awarded, the City of Sedalia is prepared to complete the project within the time period identified on the signed project agreement.

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

PASSED by the Council of the City of Sedalia, Missouri, this 17th day of January, 2023.

Presiding Officer of the Council

ATTEST:

Jason S. Myers
City Clerk

Sedalia Fire Department
DEPARTMENTAL MEMORANDUM
Office of the Fire Chief

To : City Administrator Kelvin Shaw

From : Fire Chief Matthew Irwin

Date : January 11th, 2023

Ref : Assistance to Firefighters equipment grant

The Sedalia Fire Department, In an effort to effectively obtain new equipment I am requesting a resolution authorizing the fire department to apply for an Assistance to Firefighters equipment grant. This grant is a 10% matching funds grant if awarded.

If awarded an amendment to the budget would be required for the cost of the equipment with 90% of that amount being reimbursed by the Assistance to Firefighters grant.

Staff recommends authorization of the resolution to apply for the Assistance to Firefighters grant.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE SEDALIA FIRE DEPARTMENT TO SUBMIT
A FIRE HOUSE SUBS GRANT APPLICATION.**

WHEREAS, the City of Sedalia, Missouri, Sedalia Fire Department is applying for grant funds for a Fire House Subs Grant to purchase an XUV Vehicle.

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

Section 1. The City Administrator is hereby authorized to sign the grant application for Fire House Subs grant funds and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required by Fire House Subs.

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

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

PASSED by the Council of the City of Sedalia, Missouri, this 17th day of January, 2023.

Presiding Officer of the Council

ATTEST:

Jason S. Myers
City Clerk

Sedalia Fire Department
DEPARTMENTAL MEMORANDUM
Office of the Fire Chief

To : City Administrator Kelvin Shaw

From : Fire Chief Matthew Irwin

Date : January 11th 2023

Ref : Fire House Subs Grant

The Sedalia Fire Department, in an effort to effectively to obtain equipment for the fire department I am requesting a resolution to apply for a fire house subs grant. This grant is a 100 percent paid grant with no funds required of the city.

A budget amendment would be needed to purchase any equipment awarded with 100% reimbursement back from the grant award.

Staff recommends this resolution to apply for the Firehouse Subs grant.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SEDALIA FIRE DEPARTMENT TO SUBMIT AN ASSISTANCE TO FIREFIGHTERS SAFER GRANT APPLICATION

WHEREAS, the City of Sedalia, Missouri, Sedalia Fire Department is applying for grant funds through a Safer Grant to pay employees to work for the Fire Department for three years.

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

Section 1. The City Administrator is hereby authorized to sign the Assistance to firefighters Safer grant application for grant funds and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required.

Section 2. In the event a grant is awarded, the City of Sedalia is prepared to complete the project within the time period identified on the signed project agreement.

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

PASSED by the Council of the City of Sedalia, Missouri, this 17th day of January, 2023.

Presiding Officer of the Council

ATTEST:

Jason S. Myers
City Clerk

Sedalia Fire Department
DEPARTMENTAL MEMORANDUM
Office of the Fire Chief

To : City Administrator Kelvin Shaw

From : Fire Chief Matthew Irwin

Date : January 11th, 2023

Ref : Assistance to Firefighters Safer Grant application

The Sedalia Fire Department, In an effort to help increase staffing for expansion within the fire department, I am requesting a resolution authorizing the fire department to apply for an Assistance to Firefighters SAFER grant. This grant would pay for employees to work for the fire department for three years.

If awarded the city would have to budget for these new positions with the SAFER grant cover those costs.

Staff recommends authorization of the resolution to apply for the Assistance to Firefighters SAFER grant.

**CITY COUNCIL
OF THE CITY OF SEDALIA, MISSOURI**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI,
STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE
THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2023.**

WHEREAS, Section 67.010 of the Revised Statutes of Missouri requires each political subdivision of the State of Missouri ("State") to prepare an annual budget and establishes the requirements for that budget; and

WHEREAS, the City of Sedalia, Missouri ("City"), is a city of the third classification created pursuant to Chapter 77, RSMo, and is a political subdivision of the State of Missouri; and

WHEREAS, the City Council of the City adopted and approved the City's annual budget for Fiscal Year 2023 in accordance with the requirements of Section 67.010, RSMo, by Ordinance No. 11535 on March 21, 2022, and

WHEREAS, Sections 67.030 and 67.040 authorize and provide a procedure for the City Council to amend the City's annual budget to increase expenditures in any fund; and

WHEREAS, expenses for City's operations for Fiscal Year 2023 have been higher than budgeted, but do not exceed revenues plus the City's unencumbered balance brought forward from previous years; and

WHEREAS, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2023 annual budget.

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

Section 1. Expenditures from the City's Fire Fund must be increased by a total of \$36,391 above the amount authorized in the adopted annual budget for Fiscal Year 2023. An amendment to increase said budget is necessary for the following facts and reasons:

- A. Availability of Dodge 1500 Ran Fire Service Vehicle at a local dealership.
- B. Vehicle will fill need for inspector's vehicle, be utilized by chief in wait of Durango arrival, or fill future need for department command vehicle.

Section 2. This Resolution shall take effect immediately upon its execution by the Mayor or otherwise as provided by law.

PASSED by the City Council of the City of Sedalia, Missouri, on January 17, 2023

Presiding Officer of the Council

ATTEST: _____
Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023
REGARDING FIRE VEHICLE PURCHASE.**

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 17th day of January 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 17th day of January 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
City of Sedalia
FY23 Budget Amendment 1/17/2023 Fire Vehicle Purchase

Account / Description	Current Budget	Change	Amended Budget	Comments
Expenditures / Uses of Funds				
Fire				
10-62-351-10 Vehicles	40,000.00	36,391.00	76,391.00	Purchase new Dodge Ram
Total Expenditure Change		<u>36,391.00</u>		
		<u>(36,391.00)</u>		Net Increase (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 : January, 9th 2023

Ref : Dodge Ram 1500 Budget ammendment

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

As you are aware the availability of vehicles from dealers is limited with long delays in receiving them. Our local dealer received a Dodge 1500 ram fire service vehicle that the original buyer declined purchase of. I feel it would be in the cities best interest to purchase this vehicle from our local dealer for the fire department.

To purchase this vehicle I am requesting a budget amendment in the amount of 36,391.00 to purchase this vehicle. With the purchase of this vehicle it would fill one of the current needs for an inspector's vehicle, future need for a command vehicle for the department or fill the role of the chief's vehicle while waiting for a Durango to arrive.

Office of the Mayor

TO: Members of City Council
FROM: Mayor Andrew Dawson
DATE: January 13, 2023
RE: New Appointments

I would like to make the following recommendations:

New Appointments:

BOARD/COMMITTEE	MEMBER	TERM
Central Business & Cultural District Board of Directors Sedalia Main Streets		
	Garry Holstein	Completing Michelle Bassett's Term Expiring 01/2024
Planning & Zoning Commission		
	Mike Privitt	Completing John Kehde's Term Expiring 06/2026

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A GENERAL RELEASE AND SETTLEMENT AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND _____.

WHEREAS, _____ allege that their house and detached garage/barn located on their property at _____, was damaged as a result of activities at _____ in September 2022; and

WHEREAS, the City of Sedalia, Missouri and _____ wish to settle and resolve all potential litigation, and all other claims between and among them, and to release, discharge and terminate any and all rights and liabilities arising out of or pertaining to damages by entering into a settlement agreement; and

WHEREAS, under the agreement, the City of Sedalia, Missouri shall pay the sum and amount of _____ to _____, for said settlement as more fully described in the agreement 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, hereby authorizes the general release and settlement agreement by and between the City of Sedalia, Missouri, and _____, as attached, in substantively the same form and content as the agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 17th day of January 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 17th day of January 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

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

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

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

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

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

Section 3. The City Administrator is authorized to accept said contract, sign said contract and deed and execute any and all closing documents on behalf of the City of Sedalia, Missouri and the City Clerk is hereby authorized and directed to file in his 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 17th day of January, 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 17th day of January, 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk