



City Council Meeting Agenda
Monday, April 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** – Andrew L. Dawson – Council Chambers
- B. PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. SERVICE AWARDS/RETIREMENT AWARDS** – None
- E. SPECIAL AWARDS**
 - 1. Farley Burke – Sedalia Fire Department – Badge Pinning
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
 - A. Council Meeting – April 3, 2023
- II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES**
 - A. Acceptance of Citizens Traffic Advisory Commission minutes dated March 15, 2023
- III. ROLL CALL OF STANDING COMMITTEES**
 - A. FINANCE / ADMINISTRATION** – Chairman Chris Marshall; Vice Chairman Jack Robinson
 - 1. Presentation – Ukrainian Festival Event
 - 2. Presentation – Self Funding Health Insurance Program
 - 3. Presentation – Financial Update (Jessica Pyle, Presenter)
 - B. PUBLIC WORKS** – Chairman Thomas Oldham; Vice Chairwoman Tina Boggess
 - 1. Adopting Paid Time Off Policy for Part-time Park Employees
 - Council Discussion led by Chairman Oldham
 - Call for Ordinance Adopting a Paid Time Off Policy for Part-time Park Employees – Mayor Dawson
 - 2. Quote – Roadway Asphalt – Capital Materials – BP-2 Recycle \$80/ton & BP-2 Recycle with fiber \$92/ton
 - Council Discussion led by Chairman Oldham
 - Motion and second to accept a quote from Capital Materials for roadway asphalt
 - 3. Sales Agreements – Purchase of equipment for Street Department – Steel Wheel Roller \$184,500.00 and Skid Steer Hammer Model B6S \$10,800.00
 - Council Discussion led by Chairman Oldham
 - Call for Ordinance Authorizing Sales Agreements for the Purchasing of equipment for the Street Department – Mayor Dawson
 - 4. Sales Agreement – Purchase of Equipment for Water Department – Mini-Excavator \$95,550.00
 - Council Discussion led by Chairman Oldham
 - Call for Ordinance Authorizing Sales Agreement for the Purchasing of Equipment for the Water Department – Mayor Dawson
 - C. PUBLIC SAFETY** - Chairman Jack Robinson; Vice Chairman Steve Bloess
 - 1. Training Agreement – New Fire Department Employees

Council Discussion led by Chairman Robinson

- O Call for Ordinance Approving a Training Agreement for new Fire Department Employees – Mayor Dawson

2. Budget Amendment – Purchase of Gear Extractors – Sedalia 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 2024 – Mayor Dawson

- O Call for Ordinance Amending the Budget for the Fiscal Year 2023-2024 regarding a Fire Grant Purchase of Gear Extractors – Mayor Dawson

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

1. Amending Article XI of Chapter 10 regarding Trash Abatements

Council Discussion led by Chairwoman Foster

- O Call for Ordinance of the City of Sedalia, Missouri, Amending Article XI of Chapter 10 of the City Code to add Section 10-462 Establishing a process for Abatement of Trash for repeat violators – Mayor Dawson

2. Authorizing and Adopting Transitional Services

Council Discussion led by Chairwoman Foster

- O Call for Ordinance Amending the Zoning Code to include sections for the provision of services related to reducing homelessness – Mayor Dawson

IV. **OTHER BUSINESS**

A. **APPOINTMENTS** – None

B. **LIQUOR LICENSES**

New:

*Kristina Moore dba Casey’s #4277, 1101 N. Limit, Packaged Liquor & Sunday Sales - \$450.00

Renewal:

*Henry Hatfield dba East Street Bar, 1201 East 3rd, Liquor by the Drink & Sunday Sales – \$750.00

V. **ADJOURN SINE DIE**

VI. **SWEARING IN NEWLY ELECTED OFFICIALS**

VII. **ELECTION OF MAYOR PRO TEM**

VIII. **SELECTION AND ANNOUNCEMENT OF COMMITTEE ASSIGNMENTS**

IX. **NEW BUSINESS**

A. **FINANCE / ADMINISTRATION** – Chairman; Vice Chairman

- 1. Acknowledgement and signing of Fraud Policy and Council Code of Conduct

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

XI. **GOOD AND WELFARE**

XII. **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)

Click on any agenda item to view the related documentation

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

XIII. Business Related to Closed Door Meeting

A. Motion and Second to reopen regular meeting

B. Roll Call

C. Ordinance approving the purchase of property

D. Ordinance approving the sale of property

XIV. ADJOURN MEETING

A. Motion and second to adjourn meeting

Please join in a reception immediately following the Council Meeting to recognize newly seated officials.

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

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

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

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

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

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United States: +1 (669) 224-3318

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

Access Code: 578-973-061

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

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

POSTED ON APRIL 14, 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
Re: Agenda items for City Council meeting on Monday, April 17, 2023, 6:30 p.m.

Finance/Administration Committee – There are three items for consideration through the Finance / Administration Committee.

1. The organizers of the Ukrainian Festival will give a presentation of their plans for this year's festival.
2. The City's insurance broker will provide a presentation outlining the pro's and con's of moving to self-funding employee health insurance benefits.
3. Jessica Pyle, Finance Director, will provide a brief update on the primary tax collection trends.

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

1. The Parks and Recreation Department utilizes several part-time positions. Further, these positions vary substantially in the number of hours normally worked and some are seasonal, while others tend to be more evenly distributed throughout the year. In order to recruit and retain quality staff for these positions, staff recommends implementing a paid time off (PTO) system to grant these employees time off while reducing the financial burden to the employee.
2. With our new paving equipment, we have been purchasing more asphalt. We have been purchasing this under the Missouri Department of Transportation (MODOt) contract, which meets our procurement policies. For this year, the local plant has offered to provide us materials at a price less than the MODOt contracted amount as fill-in to their requirements. Staff recommends that this arrangement meets the spirit and intent of the procurement policy and proposes continuing under this arrangement.
3. As presented and approved in the current budget, the street department proposed the purchase of a new roller to improve our asphalt road surfacing capabilities. This piece of equipment will complement the paving machines purchased last year and is being used quite successfully to perform more mill and overlay operations in-house. The roller was quoted by the local Caterpillar dealer under the Sourcewell cooperative purchasing program at a price of \$184,500, which is within the \$195,100 amount budgeted. Also included in the adopted budget is a hammer attachment for skid steers. This equipment was also quoted by the local dealer under the Sourcewell program at \$10,800, which is what the budget was based on as well. Staff recommends approval of the ordinance authorizing the purchase.
4. The current adopted budget for the water department includes the purchase of another mini-excavator. These units have proven to be effective and efficient in excavating for the repair or replacement of water mains, while minimizing the disruption of the surrounding landscape. The local Caterpillar dealer has quoted this equipment under the Sourcewell coopera-

tive purchasing program at \$95,550, which is within the budgeted amount of \$97,450. Staff recommends approval of the ordinance authorizing the purchase.

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

1. Recruitment of qualified employees has become increasingly difficult in the current tight labor market. This is particularly true for positions that require certifications such as police and fire personnel. The market simply no-longer will sustain having individuals come to us with these certifications already in hand in all cases. For the last few years, we have successfully used agreements with police recruits to pay for their academy to get certified, coupled with an agreement to work for us for a specified time period to recoup this cost to the City. Recently we have had good recruits come to us for open firefighter positions that are not yet certified. Therefore, staff proposes to put in use a similar agreement to cover the costs of the Firefighter I & II academy and Emergency Medical Technician (EMT) certification in return for an agreement to work for the City for two years following obtaining such certifications. Staff recommends approval of the contract language and authorizing staff to execute these agreements on an as needed basis.
2. As discussed in February, the fire department uses specialized equipment to remove toxins from the turnout gear firemen use to protect themselves while extinguishing fires. Chief Irwin learned of a grant opportunity through the company that provides our workmen's compensation insurance for this equipment. In January, we were notified of an award of a grant to provide matching funds to purchase two machines that meet the National Fire Protection Agency (NFPA) specifications. During the February 22 meeting, Council approved the acceptance of the grant and a budget amendment for the purchase of the equipment. Based on that authorization, the equipment was ordered. However, this shipment did not arrive prior to the end of the fiscal year. Since our policy is that encumbrances expire at year-end, these funds need to be appropriated in the current fiscal year. Staff recommends approval of a budget amendment to carry the funds over to the current year budget.

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

1. Accumulation of trash and rubbish rising to the nuisance level on some properties has been an ongoing concern and somewhat problematic to deal with while also protecting property owner rights and granting of due process. City Prosecuting Attorney Todd Smith drafted a code and worked with Judge Beard to address these issues in a more efficient manner that maintains judicial oversight to our actions ensuring protection of the property owner's rights. Essentially this addendum to the City's code provides that for repeat offenders, a process is initiated for the Judge to sign off on an abatement action to dispose of the trash and rubbish with pictures taken to document. The costs of such abatement are then billed to the property owner.
2. After several public meetings, garnering a great deal of public input and debate, and a substantial amount of research reviewed by Council, culminating in a special work session on March 15, the transitional services draft ordinance is nearing its final form for consideration. Council directed staff at the work session to bring additional information, primarily regarding the buffer zones, to the April 3 meeting for further review and deliberations. During that

meeting, Council expressed a desire to add corridors that children routinely walk to and from schools to the buffer zones, based upon concerns for their security. While staff has been investigating ways to codify this concept, we submit that this is going to take more research and will result in adding complexity to the code. Therefore, staff thought it best to provide Council an opportunity at this meeting to consider the ordinance as drafted without the corridor buffer zones. Further, that Council would have the opportunity to provide additional direction to staff on the pursuit of later modifications to address these concerns. Alternatively, Council could certainly provide different direction to staff and delay taking up the vote on the ordinance pending such direction.



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
APRIL 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 Monday, April 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 Chaplain Byron Matson followed by the Pledge of Allegiance.

ROLL CALL:

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

SERVICE/SPECIAL/RETIREMENT AWARDS: None

MINUTES:

- *The Council Work Session minutes of March 15, 2023 were approved on motion by Oldham, seconded by Robinson. All in favor.
*The Council Meeting minutes of March 20, 2023 were approved on motion by Oldham, seconded by Cross. All in favor.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: None

ROLL CALL OF STANDING COMMITTEES:

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

- The agreement with Tipton Correctional Center for a supervised work release program is being extended so labor can be provided when inmates are available.

BILL NO. 2023-53, ORDINANCE NO. 11771 – AN ORDINANCE APPROVING AND ACCEPTING A SUPERVISED WORK RELEASE PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND MISSOURI DEPARTMENT OF CORRECTIONS, DIVISION OF ADULT INSTITUTIONS, TIPTON CORRECTIONAL CENTER was read once by title.

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

Final Passage – Motion by Cross, 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".

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

- A public hearing was held on March 20, 2023 regarding the annexation of Deer Brook Villas Phase 4. With no public comments received since the hearing, the land can now be annexed into the City.

BILL NO. 2023-54, ORDINANCE NO. 11772 – AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI, APPROVING AND ANNEXING AN UNINCORPORATED AREA OWNED BY E.W. THOMPSON, INC. INTO THE CITY OF SEDALIA, MISSOURI, ADJACENT AND CONTIGUOUS TO EXISTING CORPORATE LIMITS OF SAID CITY was read once by title.

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

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

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

- Residents and individuals have been able to bring in small amounts of tree trimmings and brush to compost at the Materials Management Site. Recently, businesses have brought in large amounts of trimmings and brush and mulch grindings exceed citizen needs. Staff created a fee structure that will allow no cost disposal for individuals and a \$4.00/cubic yard fee for commercial disposal. Fees are to be paid at City Hall and cost will be calculated according to trailer size.

BILL NO. 2023-55, ORDINANCE NO. 11773 – AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI, AMENDING ARTICLE III OF CHAPTER 48 OF THE CODE OF THE CITY OF SEDALIA, MISSOURI TO ADD SECTION 48-54 ESTABLISHING A FEE FOR CERTAIN TREE TRIMMING, GRINDING AND RECYCLING SERVICES was read once by title.

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

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

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

- Cleanings and inspections of water towers and tanks budgeted for FY 2023 were unable to be completed. Staff recommends a budget amendment to move unspent funds and increase the 2024 budget to cover the bid from Viking Painting, LLC in the amount of \$20,900.00.

RESOLUTION NO. 2019 – 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 2024 was read once by title and approved on motion by Oldham, seconded by Robinson. All in favor.

BILL NO. 2023-56, ORDINANCE NO. 11774 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 REGARDING WATER TOWER TANK CLEANING AND INSPECTION was read once by title.

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

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

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

BILL NO. 2023-57, ORDINANCE NO. 11775 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR WATER TOWERS/TANKS CLEANING AND INSPECTIONS was read once by title.

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

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

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

- The contract extension with Martin Energy Group is for routine inspections and maintenance of on-site generators. Amount \$27,015.00.

BILL NO. 2023-58, ORDINANCE NO. 11776 – AN ORDINANCE AUTHORIZING AN EXTENSION TO THE AGREEMENT FOR ON-SITE GENERATOR MAINTENANCE, INSPECTION AND REPAIR SERVICES was read once by title.

2nd Reading – Motion by Oldham, 2nd by Foster. 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”.

- The intersection of State Fair Boulevard and Main Street is a high traffic area with congestion and State Fair Boulevard jogs at the intersection. A roundabout project to improve the intersection has been included in the strategic plan for 5 years. When Pettis County road operations moved from the location at 2208 West Main, Council authorized Mayor Dawson to approach the County to secure the additional right of way. The Commission wants to sell the whole property and stated if the City obtained an appraisal they would be willing to sell at fair market value. The City had an appraisal done and contacted the Commission with an offer of \$280,000.00 for the raw land. The County made a counter offer that includes transferring the jail land to the County.

In 2001, the Federal Government transferred the Federal Building, 319 South Lamine, to the City and County to construct a new jail. As part of several agreements, the City would own 7/10 of the land and pay for the jail to be constructed while the County would operate and maintain the jail. The City borrowed \$8.4 Million to build the jail, which included \$400,000 for County building renovations. Payments were to be made to the City towards the debt, however, there is no record of payments being made. It was indicated that the City may have forgiven that debt because no renovations took place. The original agreement states the building will be titled to the County when the loan is paid off. After Council discussion, it was decided that Mayor Dawson should go back to the Pettis County Commission and discuss the counter offer.

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

- The Missouri Department of Public Safety awarded the Fire Department a 50/50 match grant up to \$20,000 for the purchase of (5) APX 8000 dual band hand held radios and (2) APX 8500 truck radios.

BILL NO. 2023-59, ORDINANCE NO. 11777 – AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A FIRE PROTECTION GRANT FOR THE SEDALIA FIRE DEPARTMENT was read once by title.

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

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

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

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

- City Attorney Joe Lauber reviewed changes to the Transitional Services draft Ordinance. During the discussion on March 15, 2023, there was a request that Section 64-127(b) of the zoning codes include buffer zones. Community Development Director John Simmons presented a map showing the different zones with 1,500 ft. radiuses for schools and daycares. Councilman Bloess asked what the added safety would be by having a buffer zone of 1,500 ft. instead of 1,000 ft. and suggested keeping it at 1,000 ft. and look at corridors. Kids will still walk through areas not within the radius, therefore, adding corridors and special use permits would make it safer for children. Councilwoman Boggess added it is important to keep the youth safe, however, in the areas where there are no

schools or daycares, residents in those areas need to be kept safe as well. Motion by Bloess, seconded by Oldham to keep a 1,000 ft. radius around schools and daycares and to work with the school district regarding corridors. All in favor.

Councilwoman Foster stated traffic to and from the shelter will be an issue and listed several hotels and the number of rooms they have for a size comparison and suggested reducing beds from 40 to 20. City Attorney Lauber stated that if a zoning district does not allow a 40 bed facility, you cannot go to 40 beds. If it does allow at least 40 beds, the shelter would be limited to 40. Motion by Boggess, seconded by Hiller to reduce the amount of beds from 40 to 30. Voting "Yes" was Marshall, Boggess, Hiller, Cross and Foster. Voting "No" was Robinson, Oldham and Bloess.

Councilman Cross asked if animals would be allowed in the shelter and Councilman Robinson added that should be up to whoever is running the shelter. Councilman Oldham added he wants to create an Ordinance that is safe for the citizens, volunteers and those who run and utilize the facility and doesn't want Council to run the business.

APPOINTMENTS: None

BIDS: Water Towers & Ground Storage Tanks Cleanouts & Inspections – February 23, 2023

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

New:

*Hallye Newton dba Sedalia Lions Club, PO Box 1085, Picnic License (Cornhole Tournament, Nucor Outdoor Pavilion, Missouri State Fairgrounds, June 10, 2023, 8:00 a.m. – 5:00 p.m.)

*Taber Redford dba Marie Grace Boutique, 2209 W Main, Package Liquor & Taste Testing

Renewal:

*Nicole Walker dba Broadway Liquor & Smokes, 2610 W Broadway, Package Liquor & Sunday Sales

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilman Cross thanked Councilman Hiller for raising money for the D.A.R.E. program.

Councilman Bloess stated the Ukrainian Festival will be held April 29, 2023 and a benefit for the Senior Center will be held on June 24, 2023 at the Heckart Community Center.

Councilman Oldham stated Thursday, April 6, 2023 there will be live bands and food trucks downtown and the businesses will also be open longer.

GOOD & WELFARE:

Kevin Staus stated he has been a postal carrier for 17 years and the hardest part about the job is dogs. When Animal Control is called, nothing gets done. A lot of people just let them out and don't care if they are loose. Mr. Staus also commented that the Materials Management Site is a great thing for Sedalia, and asked how the fee would control people from the County, who don't pay City Tax, from dropping off limbs and brush. Mr. Staus suggested a 1 time annual fee with a sticker instead of having to come in and pay.

Tammy Hicks, 3rd & Center, stated she has asked the City for curbing in front of her home but the issue has not been addressed. She has curbing on the side of her house along Center and was recently told by the City to put gravel in the street so cars cannot park on sidewalks. Ms. Hicks received an estimate of \$250 to put gravel from the end of the sidewalk to the street and asked who would be paying for it because she cannot afford it. Mayor Dawson stated he would come by and look at it.

David Gerken, 19947 Buckley Rd., Pettis County First, stated 2 landfill developers are suing over Resolutions passed by the Pettis County Commission. If Pettis County loses the lawsuit, the county will be open to 3 major landfills. He asked for support of Proposition 1 that will put a \$1.50 fee on each ton of trash that comes into Pettis County.

Emma Curry, 5045 Locust Ln., Pettis County First, stated trash is coming into the County because we have not been charging per ton for trash. It is a private landfill so we cannot keep anybody from bringing trash to it. Ms. Curry asked the City to support opposing additional landfills and to charge the same tipping fee that is charged anywhere else.

Steven Zingre, 22735 Highway T, stated an 8' x 16' x 4' trailer would cost \$76.00 to dump at the Management Materials Site and is asking Council to reconsider the amount. With prices this high, people will start piling brush in different places and contractors won't want to pay. Mr. Zingre added that the fee amount should be fair.

Cordell Leafy, 1495 E. 32nd, stated he does lawn services and picks up sticks daily and takes the trimmings to the Materials Management Site. He is not opposed to a fee, but believes that \$4.00 a cubic yard is too high. Mr. Leafy added that people from outside City limits should have to pay to drop off at the site, not just City tax payers.

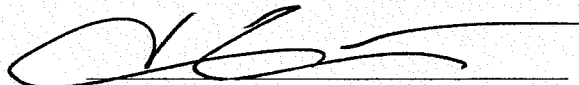
Albert Reine, 655 Reine Ave., stated he agrees with the tree/brush fee concerns. He has had items dumped in his cornfield and it looks like a mess. If you don't take care of the County, City and its people, things will be dumped in the County.

Bob Hiller, 1821 South Ohio, Stated this is his 32nd year with the D.A.R.E Car Show. There were 5 items in the raffle this year and 56 awards handed out. Sponsors for the show included Starline Brass, Preuitt & Matz Brothers Investors, Turner Heating & Air, KDRO/KPOWER 97, Hardees, Evergy, Lisa Gero, Hayden Freedom Foundation Trust and Sumner Insurance. Mr. Hiller presented Police Chief Matt Wirt and Sergeant Brad Beard with a check for \$20,750.63. The money raised goes towards (2) annual \$1,000 scholarships (1 for Sacred Heart and 1 for Smith-Cotton High School that are locked in for 20-25 years) and a D.A.R.E camp. He thanked the City for cleaning the parking lots, bringing down barricades before the show and letting him use the Municipal Building.

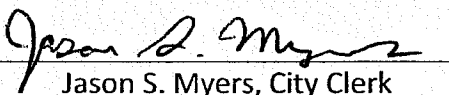
The meeting adjourned at 8:10 p.m. on motion by Oldham, seconded by Foster to a closed door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate), 3 (Personnel) and 12 (Negotiated Contracts) of Section 610.021 RSMo. Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No".

The regular meeting reopened and closed at 9:45 p.m. on motion by Oldham, seconded by Robinson. All in favor.

THE CITY OF SEDALIA, MISSOURI



Andrew L. Dawson, Mayor



Jason S. Myers, City Clerk

TRAFFIC ADVISORY COMMISSION MEETING

March 15, 2023

The Traffic Advisory Commission duly met on Wednesday, March 15, 2023 at 12:00 p.m. at the City of Sedalia Municipal Building. The meeting was called to order by Chairman Esquivel.

ROLL CALL:

Members		Ex-Officio Members	
Deidre Esquivel	Present	AJ Silvey	Not Present
James Callis	Present	Matt Irwin	Present
John Rucker	Present	Brenda Ardrey	Present
Dennis Henderson	Present		
Byron Matson	Not Present	Secretary	Elizabeth Nations
Sherry Broyles	Not Present		
Charles Leftwich	Present		

Minutes from the February 15, 2023 meeting were approved.

OLD BUSINESS:

Speeding on Boonville St.

Jay Faulk, who lives on E. Boonville, had requested via email the issue of speeding along Boonville St. be added to the meeting agenda. Mr. Faulk also provided via email he had video evidence to present to the Commission. Mr. Faulk was not present at the meeting to discuss this issue.

At the February meeting the Commission had asked Ms. Nations to reach out to Mr. Faulk to ensure a clear understanding of his request (please see attached email). Mr. Faulk expressed he would like for 4 way stops to be installed at each intersection along Boonville as well as speed bumps at the 4 way stops, more Police presence checking radar in the area and no more warnings rather than tickets being issued.

Mr. Irwin stated speed bumps are not friendly to fire trucks when in route to a fire event and is not recommending their installation. Ms. Ardrey stated snow plows are unable to clear roadways which have speed bumps.

The Police Department provided the attached reports with complaint calls, tickets issued and accidents along Boonville St.

Ms. Ardrey stated the posted speed limit is 25 mph at the City Limits and they say if signs are not posted stating otherwise, the speed is 25mph. Public Works staff can look at the area and see if there are additional areas where speed limit signs can be installed.

Ms. Ardrey stated through a TEAP grant study the City has a Traffic Engineer currently analyzing traffic patterns and speed in the area of Engineer Ave. Those recommendations will be provided to the City around May 15th and possibly some of those recommendations may be able to be transferred over to Boonville St.

Ms. Esquivel inquired if Police would be able to patrol the area more often to run radar. Mr. Callis' also inquired if a patrol car could park in the area. Ms. Esquivel also asked if the speed trailer could be placed in the area. Police will be emailed again to request this.

Mr. Henderson made the motion to request Public Works staff check to verify signage is sufficient, another email sent to the Police Department to place the speed trailer in the 200 block of E. Boonville St. and for the request to remain tabled while additional information is gathered. Mr. Rucker seconded. All were in favor.

NEW BUSINESS:

None

OTHER ITEMS FOR DISCUSSION:

There was general discussion about various intersections, projects and grants.

The next meeting date is April 12, 2023

The meeting adjourned at 12:36 p.m.

Elizabeth Nations

From: Jay Faulk <jfaulk1978@gmail.com>
Sent: Thursday, February 16, 2023 8:44 AM
To: Elizabeth Nations
Subject: Re: February Citizens Traffic Advisory Commission Meeting

Its the whole street, i have countless videos of citizens, city, and mail vehicles doing 90 to nothing and thats not an exaggeration. My cameras also have audio. I have videos of firearm discharges, dash cam videos of people passing each other, riding next to each other and racing. I have some of it put together on a thumb drive and had every intention to attend the meeting however, there was a death in the family of someone close to me yesterday morning and is why i was absent.

Here is a link to a few videos i uploaded before work, i can upload more this evening if need be. I have received threats over one video with the pt cruiser after making it public and tagging the spd along with a phone call recording of the spd telling me to make sure im posting that the spd is doing their job otherwise it would seem like im saying they are not.

This has been going on for almost 2 years now. A city worker put in stop signs and changed the speed limit at engineer and Saline/pettis before authorization and i have proof of that as well so there should be no reason for this issue to have gone unresolved. Its 25mph on boonville street, not 90. I have banned my kids from playing in the front yard due to these issues but that doesn't do justice for others protection. 4 way stops along boonville along with speed bumps at the 4way, more police presence checking radar and no more warnings would be the best option in my opinion. I have videos of near accidents at boonville and hill because of these issue. I have at least 15 hard drives of security cam footage in both directions on boonville from engineer to emmit st.

I really wish i could have made it to the meeting but if the city is serious on resolution and protection of its citizens then im 100% all for it but again, ive been trying to deal with this for a long time now and i dont feel thats its being taken very serious untill now.

Here is the link to a few videos on my drive, when i get more uploaded, ill update.

https://drive.google.com/drive/folders/18KZDIYU3ZqvgUI_q37Vowo76gQUnJbzu

On Wed, Feb 15, 2023, 3:03 PM Elizabeth Nations <ENations@sedalia.com> wrote:

Good afternoon.

I was reaching back out to you because the Traffic Advisory Commission is trying to ensure a clear understanding your request. Your request referred to Boonville-is there a particular area of concern to you? Also the Mayor had previously mentioned you have video would you consider sharing this as the Commission members would be interested in viewing this. The Commission has requested Staff to gather data in connection with traffic violations from the Police Department and are planning to have Public Works install traffic counters that count the numbers and type of vehicles traveling along the street. Any further information you can provide would be appreciated.

Thanks

From: Elizabeth Nations
Sent: Wednesday, February 8, 2023 2:32 PM
To: 'jfaulk1978@gmail.com' <jfaulk1978@gmail.com>
Subject: February Citizens Traffic Advisory Commission Meeting

Good afternoon,

I was reaching out to inform you the Citizens Traffic Advisory Commission has received your request for *Speeding on Boonville Street* to be placed on the meeting agenda. This item will be on the February 15, 2023 meeting agenda. The meeting will be at 12:00 pm, Wednesday, February 15th at the Municipal Building, 200 S. Osage, in the Conference Room on the second floor. This is a public meeting and you are welcome to attend and express your position on this issue. If you have any questions do not hesitate to call me at (660)827-3000 ext. 1166.

Thanks

*Elizabeth Nations
Executive Administrative Assistant
Public Works Department
City of Sedalia*

*200 S. Osage Avenue
Sedalia, MO 65301
660-827-3000 Ext. 1166
enations@cityofsedalia.com*

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1-1-2018 to 2-28-2023

Incident Number	Call Date/Time	Incident Type	Location	Dispositions	complaint concerning
2023-00001647	1/19/2023 18:07	Traffic Complaint	E BOONVILLE ST / N EMMET AV, Sedalia	NoRpt - 1	running stop sign
2022-00032929	12/9/2022 18:07	Traffic Complaint	E BOONVILLE ST / N VETERANS MEMORIAL DR, Sedalia	NoRpt - 1	intoxicated driver
2022-00028761	10/25/2022 16:50	Traffic Complaint	E BOONVILLE ST / N EMMET AV, Sedalia	NoRpt - 1	vehicle in ditch
2022-00020963	8/1/2022 15:59	Traffic Complaint	407 E BOONVILLE ST, Sedalia	NoRpt - 1	vehicle parked in driveway
2022-00019198	7/13/2022 15:00	Traffic Complaint	614 E BOONVILLE ST, Sedalia	NoRpt - 1	driving in trailer park
2022-00017604	6/27/2022 9:35	Traffic Complaint	135 E BOONVILLE ST, Sedalia	NoRpt - 1	speed enforcement requested
2021-00035277	12/28/2021 10:12	Traffic Complaint	206 E BOONVILLE ST, Sedalia	NoRpt - 1	traffic enforcement per request
2021-00034421	12/18/2021 8:47	Traffic Complaint	206 E BOONVILLE ST, Sedalia	NoRpt - 1	traffic enforcement per request
2021-00033895	12/13/2021 12:19	Traffic Complaint	206 E BOONVILLE ST, Sedalia	NoRpt - 1	traffic enforcement per request
2021-00033179	12/5/2021 10:26	Traffic Complaint	206 E BOONVILLE ST, Sedalia	NoRpt - 1	traffic enforcement per request
2021-00032121	11/25/2021 11:58	Traffic Complaint	206 E BOONVILLE ST, Sedalia	NoRpt - 1	traffic enforcement per request
2021-00031981	11/24/2021 8:18	Traffic Complaint	205 E BOONVILLE ST, Sedalia	NoRpt - 1	traffic enforcement per request
2021-00031469	11/19/2021 11:40	Traffic Complaint	135 E BOONVILLE ST, Sedalia	NoRpt - 1	traffic enforcement per request
2021-00030561	11/10/2021 9:54	Traffic Complaint	129 E BOONVILLE ST, Sedalia	NoRpt - 1	traffic enforcement per request
2021-00030510	11/9/2021 20:54	Traffic Complaint	E BOONVILLE ST / N HILL AV, Sedalia	NoRpt - 1	speeding and reckless driving
2021-00030056	11/5/2021 8:31	Traffic Complaint	1900 E BOONVILLE RD, Sedalia	NoRpt - 1	driving on runway
2021-00028139	10/16/2021 14:11	Traffic Complaint	205 E BOONVILLE ST, Sedalia	NoRpt - 1	excessive speed
2021-00027583	10/10/2021 16:39	Traffic Complaint	205 E BOONVILLE ST, Sedalia	NoRpt - 1	speed enforcement requested
2021-00027420	10/9/2021 11:07	Traffic Complaint	205 E BOONVILLE ST, Sedalia	NoRpt - 1	speeding
2021-00022412	8/27/2021 9:04	Traffic Complaint	600 E BOONVILLE ST BLK, Sedalia	NoRpt - 1	speed enforcement requested
2021-00021009	8/14/2021 10:35	Traffic Complaint	600 E BOONVILLE ST BLK, Sedalia	NoRpt - 1	speed enforcement requested
2021-00020418	8/9/2021 9:48	Traffic Complaint	602 E BOONVILLE ST, Sedalia	NoRpt - 1	speed enforcement requested
2021-00018336	7/21/2021 1:50	Traffic Complaint	125 E BOONVILLE ST, Sedalia	NoRpt - 1	speed enforcement requested
2021-00012259	5/24/2021 13:06	Traffic Complaint	E BOONVILLE ST / N EMMET AV, Sedalia	NoRpt - 1	? No narrative
2020-00025219	12/4/2020 9:59	Traffic Complaint	1200 E BOONVILLE ST, Sedalia	GOA - 1	speeding
2020-00016299	8/7/2020 14:15	Traffic Complaint	205 E BOONVILLE ST, Sedalia	NoRpt - 1	driving unlicensed golf cart
2020-00001103	1/14/2020 12:50	Traffic Complaint	204 E BOONVILLE RD	NoRpt - 1	speeding
2019-00032546	12/26/2019 13:18	Traffic Complaint	BOONVILLE/MARSHALL, Sedalia	NoRpt - 2	abated vehicle
2019-00028270	11/1/2019 0:59	Traffic Complaint	E BOONVILLE ST / N HEARD AV, Pettis County	NoRpt - 1	items fell off truck
2019-00022896	9/2/2019 19:51	Traffic Complaint	1900 E BOONVILLE ST, Sedalia	NoRpt - 1	car parked in middle of road
2019-00020426	8/8/2019 6:02	Traffic Complaint	E BOONVILLE ST / N HEARD AV, Sedalia	NoRpt - 1	vehicle driving to airport multiple times
2019-00020305	8/7/2019 6:02	Traffic Complaint	E BOONVILLE ST / N HEARD AV, Sedalia	NoRpt - 1	speeding
2019-00020227	8/6/2019 14:45	Traffic Complaint	522 E BOONVILLE ST, Sedalia	NoRpt - 1	speeding
2019-00020006	8/4/2019 6:03	Traffic Complaint	E BOONVILLE ST / N HEARD AV, Sedalia	NoRpt - 1	animals in road
2019-00019919	8/3/2019 6:02	Traffic Complaint	E BOONVILLE ST / N HEARD AV, Sedalia	NoRpt - 1	traffic enforcement per request
2019-00019854	8/2/2019 18:02	Traffic Complaint	E BOONVILLE ST / N HEARD AV, Sedalia	NoRpt - 1	traffic enforcement per request
2019-00019808	8/2/2019 6:02	Traffic Complaint	E BOONVILLE ST / N HEARD AV, Sedalia	NoRpt - 1	traffic enforcement per request
2019-00019758	8/1/2019 18:02	Traffic Complaint	E BOONVILLE ST / N HEARD AV, Sedalia	NoRpt - 2	traffic enforcement per request
2019-00019646	7/31/2019 18:03	Traffic Complaint	E BOONVILLE ST / N HEARD AV, Sedalia	NoRpt - 1	traffic enforcement per request
2019-00019583	7/31/2019 6:03	Traffic Complaint	E BOONVILLE ST / N HEARD AV, Sedalia	NoRpt - 1	traffic enforcement per request
2019-00019536	7/30/2019 18:03	Traffic Complaint	E BOONVILLE ST / N HEARD AV, Sedalia	NoRpt - 1	traffic enforcement per request

2019-00019382	7/29/2019 6:03	Traffic Complaint	E BOONVILLE ST / N HEARD AV, Sedalia	NoRpt - 1	traffic enforcement per request
2019-00019201	7/27/2019 11:54	Traffic Complaint	E BOONVILLE ST / N HEARD AV, Sedalia	NoRpt - 1	speed enforcement requested
2019-00014003	6/6/2019 12:58	Traffic Complaint	N HEARD AV / E BOONVILLE ST, Sedalia	NoRpt - 1	vehicles in roadway
2018-00008365	4/19/2018 16:17	Traffic Complaint	N ENGINEER AV / E BOONVILLE ST, Sedalia	NoRpt - 1	items fell off truck
2018-00007768	4/12/2018 14:24	Traffic Complaint	1900 E BOONVILLE RD, Sedalia	NoRpt - 1	vehicle at airport
2018-00007122	4/4/2018 13:12	Traffic Complaint	206 E BOONVILLE ST, Sedalia	NoRpt - 1	semi parked on street
2018-00003148	2/11/2018 14:04	Traffic Complaint	N ENGINEER AV / E BOONVILLE ST, Sedalia	NoRpt - 1	2 vehicles parked illegally

1-1-2018 to 2-28-2023

<u>Ticket Address</u>	<u>Ticket Charge Statute</u>	<u>Ticket Charge Statute Description</u>	<u>Ticket Date And Time</u>	<u>Ticket Number</u>	<u>Ticket ORI</u>
N HILL AV / E BOONVILLE ST	58.642	License Plates Required	01/08/2018 17:25:00	170036782	MO0800300
N HILL AV / E BOONVILLE ST	58.131A	TA - Operator's or Chauffeur's License Required	01/08/2018 17:25:00	170036781	MO0800300
E BOONVILLE ST / N HEARD AV	58.20	No Proof of Insurance	01/27/2018 07:31:00	170036640	MO0800300
E BOONVILLE ST / N HEARD AV	58.642	License Plates Required	01/27/2018 07:31:00	170036639	MO0800300
E BOONVILLE ST / N HEARD AV	58.134A	TA - Driving W/Intoxicated	05/15/2018 19:29:00	170037654	MO0800300
E BOONVILLE ST / N HEARD AV	58.20	No Proof of Insurance	05/15/2018 19:29:00	170037656	MO0800300
E BOONVILLE ST / N HEARD AV	58.67	Improper Lane Usage	05/15/2018 19:29:00	170037655	MO0800300
E BOONVILLE ST / N HEARD AV	58.642	License Plates Required	05/15/2018 19:29:00	170037657	MO0800300
N MARSHALL AV / E BOONVILLE RD	58.642	License Plates Required	06/10/2018 10:32:00	201858432	MO0800300
N ENGINEER AV / E BOONVILLE ST	58.642	License Plates Required	06/26/2018 11:27:00	170038052	MO0800300
N HARDING AV / E BOONVILLE ST	58.642	License Plates Required	07/04/2018 16:13:00	201858455	MO0800300
N NEW YORK AV / E BOONVILLE ST	58.642	License Plates Required	08/03/2018 23:39:00	170037698	MO0800300
E BOONVILLE ST / N NEW YORK AV	58.642	License Plates Required	11/03/2018 16:49:00	170038715	MO0800300
N HARDING AV / E BOONVILLE ST	58.693	No or Defective Tailights	11/06/2018 07:19:00	201857463	MO0800300
N HARDING AV / E BOONVILLE ST	58.209	Disobeyed Stop Sign	11/24/2018 10:40:00	201856905	MO0800300
E BOONVILLE ST / N HILL AV	58.693	No or Defective Tailights	12/06/2018 22:50:00	201856225	MO0800300
E BOONVILLE ST / N EMMET AV	58.210	Fail to Yield from Stop Sign	12/13/2018 10:00:00	170038544	MO0800300
1500 BLOCK E BOONVILLE ST	58.642	License Plates Required	03/09/2019 19:26:00	170039000	MO0800300
N ENGINEER AV / E BOONVILLE ST	58.642	License Plates Required	03/09/2019 20:30:00	180486132	MO0800300
E BOONVILLE ST / N EMMET AV	58.726A	TA - Leaving the Scene of an Accident	03/18/2019 23:24:00	170038935	MO0800300
1300 E BOONVILLE ST	58.693	No or Defective Tailights	03/24/2019 09:00:00	201957459	MO0800300
1300 E BOONVILLE ST	58.20	No Proof of Insurance	03/24/2019 09:00:00	170039123	MO0800300
E BOONVILLE ST / N HILL AV	301.020	Fail to Register Annually w/DOR	05/05/2019 04:31:00	170038941	MO0800300
E BOONVILLE ST / N HILL AV	577.505	Abuse and Lose-Drug Possession Operating MV over 21	05/05/2019 04:31:00	170038942	MO0800300
N EMMET AV / E BOONVILLE ST	58.209	Disobeyed Stop Sign	05/13/2019 10:20:00	201956489	MO0800300
E BOONVILLE ST / N CLARKE AV	58.642	License Plates Required	06/08/2019 19:21:00	201956508	MO0800300
E BOONVILLE ST / N EMMET AV	58.178	Speeding	06/18/2019 16:35:00	170038445	MO0800300
N EMMET AV / E BOONVILLE ST	58.642	License Plates Required	06/18/2019 17:05:00	201956344	MO0800300
E BOONVILLE ST / N HURLEY AV	58.131A	TA - Operator's or Chauffeur's License Required	06/21/2019 18:50:00	201956701	MO0800300
E BOONVILLE ST / WATSON ST	58.132A	TA - Driving W/Suspended, Revoked, ETC,	07/21/2019 11:04:00	170038605	MO0800300
E BOONVILLE ST / N HEARD AV	58.178	Speeding	07/27/2019 12:33:00	201956439	MO0800300
E BOONVILLE ST / WATSON ST	58.20	No Proof of Insurance	07/27/2019 12:45:00	180486976	MO0800300
E BOONVILLE ST / N NEW YORK AV	58.20	No Proof of Insurance	07/28/2019 16:12:00	180486977	MO0800300
E BOONVILLE ST / N EMMET AV	58.132A	TA - Driving W/Suspended, Revoked, ETC,	10/16/2019 23:29:00	180486725	MO0800300
1305 E BOONVILLE ST	302.321	Drive While Suspended/Revoked	10/28/2019 10:17:00	180487162	MO0800300
N HARDING AV / E BOONVILLE ST	58.642	License Plates Required	01/08/2020 11:11:00	180487754	MO0800300
N HARDING AV / E BOONVILLE ST	58.642	License Plates Required	01/09/2020 07:31:00	180487536	MO0800300
E BOONVILLE ST / N HARDING AV	58.131A	TA - Operator's or Chauffeur's License Required	01/29/2020 14:36:00	202059043	MO0800300
N EMMET AV / E BOONVILLE ST	302.321	Drive While Suspended/Revoked	01/31/2020 01:07:00	180486825	MO0800300
E BOONVILLE ST / N HEARD AV	577.010 (4742004.0)	DWI Alcohol	02/21/2020 19:15:00	180487920	MO0800300

E BOONVILLE ST / N HEARD AV	302.321	Drive While Suspended/Revoked	02/21/2020 19:15:00	180487921	MO0800300
N ENGINEER AV / E BOONVILLE ST	58.20	No Proof of Insurance	02/24/2020 16:14:00	202058695	MO0800300
E BOONVILLE ST / N MARSHALL AV	58.134A	TA - Driving W/Intoxicated	06/10/2020 22:19:00	180488151	MO0800300
E BOONVILLE ST / N HARDING AV	58.132A	TA - Driving W/Suspended, Revoked, ETC,	12/18/2020 23:27:00	180487890	MO0800300
902 E BOONVILLE ST	58.178	Speeding	12/21/2020 10:25:00	202059963	MO0800300
N EMMET AV / E BOONVILLE ST	302.020 (LIC)	Operate MV on Highway without Valid License	03/02/2021 21:05:00	180489083	MO0800300
N EMMET AV / E BOONVILLE ST	302.321	Drive While Suspended/Revoked	03/02/2021 21:05:00	180489082	MO0800300
E BOONVILLE ST / N DEPP AV	58.132	Driving W/License Suspended, Revoked, ETC,	03/15/2021 21:05:00	180489087	MO0800300
N HARDING AV / E BOONVILLE ST	58.131A	TA - Operator's or Chauffeur's License Required	03/21/2021 02:48:00	180488144	MO0800300
1309 E BOONVILLE ST	58.131A	TA - Operator's or Chauffeur's License Required	04/07/2021 15:16:00	180488244	MO0800300
E BOONVILLE ST / N HEARD AV	302.020 (LIC)	Operate MV on Highway without Valid License	04/18/2021 04:37:00	200912838	MO0800300
E BOONVILLE ST / N HEARD AV	58.178	Speeding	04/30/2021 14:37:00	180488247	MO0800300
1200 E BOONVILLE RD	302.321	Drive While Suspended/Revoked	05/17/2021 15:26:00	170038617	MO0800300
314 E BOONVILLE ST	8.92	Animals Running At Large	06/14/2021 14:50:00	200913165	MO0800300
E BOONVILLE ST / N MARSHALL AV	302.321	Drive While Suspended/Revoked	06/14/2021 22:47:00	200912814	MO0800300
125 E BOONVILLE ST	58.131	Operator's or Chauffeur's License Required	07/22/2021 04:07:00	202160135	MO0800300
E BOONVILLE ST / N EMMET AV	58.131A	TA - Operator's or Chauffeur's License Required	07/23/2021 19:25:00	200913119	MO0800300
E BOONVILLE ST / N EMMET AV	302.321	Drive While Suspended/Revoked	08/05/2021 08:52:00	200913070	MO0800300
1900 E BOONVILLE RD	58.20	No Proof of Insurance	08/13/2021 08:09:00	200913072	MO0800300
1900 E BOONVILLE RD	577.010(F-B)	DWI Felony Class B	08/26/2021 20:49:00	200913828	MO0800300
E BOONVILLE ST / N HEARD AV	302.321	Drive While Suspended/Revoked	08/26/2021 20:49:00	200913829	MO0800300
E BOONVILLE ST / N HEARD AV	58.642	License Plates Required	10/09/2021 10:07:00	W0000545	MO0800300
E BOONVILLE ST / N HEARD AV	58.20	No Proof of Insurance	10/09/2021 10:07:00	W0000546	MO0800300
N ENGINEER AV / E BOONVILLE ST	58.209	Disobeyed Stop Sign	10/30/2021 05:55:00	210477965	MO0800300
N ENGINEER AV / E BOONVILLE ST	58.131A	TA - Operator's or Chauffeur's License Required	10/30/2021 05:55:00	210477966	MO0800300
E BOONVILLE ST / N HEARD AV	58.244	Passing-Passing on Left Hand Side of Roadway	12/01/2021 13:29:00	210477768	MO0800300
E BOONVILLE ST / N DEPP AV	58.642(expired)	Expired Vehicle Registration/License	12/14/2021 05:56:00	W0001634	MO0800300
E BOONVILLE ST / N ENGINEER AV	58.642(improper)	Failed To Register Vehicle	12/18/2021 06:51:00	210478476	MO0800300
E BOONVILLE ST / N DEPP AV	58.20	No Proof of Insurance	12/18/2021 15:51:00	210478877	MO0800300
E BOONVILLE ST / N ENGINEER AV	58.131	Operator's or Chauffeur's License Required	01/04/2022 20:40:00	210478804	MO0800300
E BOONVILLE ST / N DEPP AV	58.178(11-15)	Exceeded Posted Speed Limit (11-15 Mph Over)	02/07/2022 22:40:00	W0001658	MO0800300
E BOONVILLE ST / N NEW YORK AV	58.20	No Proof of Insurance	03/04/2022 23:23:00	210479393	MO0800300
E BOONVILLE ST / N NEW YORK AV	58.642(improper)	Failed To Register Vehicle	03/04/2022 23:23:00	210479392	MO0800300
E BOONVILLE ST / N NEW YORK AV	58.209	Disobeyed Stop Sign	03/04/2022 23:23:00	210479394	MO0800300
N ENGINEER AV / E BOONVILLE ST	302.321	Drive While Suspended/Revoked	04/22/2022 01:29:00	210479144	MO0800300
900 E BOONVILLE ST	58.642(improper)	Failed To Register Vehicle	08/19/2022 20:25:00	W0000701	MO0800300
900 E BOONVILLE ST	58.20	No Proof of Insurance	08/19/2022 20:25:00	W0000702	MO0800300
1200 E BOONVILLE RD	36.52(Steal)	Stealing	09/10/2022 04:35:00	210480285	MO0800300
300 E BOONVILLE ST	36.53	Trespassing	10/02/2022 01:23:00	210479743	MO0800300
E BOONVILLE ST / N EMMET AV	58.132	Driving W/License Suspended, Revoked, ETC,	12/29/2022 19:08:00	210480018	MO0800300
E BOONVILLE RD / N HARDING AV	58.131	Operator's or Chauffeur's License Required	02/15/2023 15:27:00	210480777	MO0800300

1-1-2018 to 2-28-2023

Accident Date/Time	Accident No.	Accident Type	Location	Incident No.	Reporting Officer	probable contributing circumstances
12/1/2021 13:47	2021-00032717	On Roadway	E BOONVILLE ST / N HEARD AV, Sedalia	2021-00032717	Carrirand, Nickious	improper passing
10/30/2021 6:20	2021-00029453	On Roadway	E BOONVILLE ST / N ENGINEER AV, Sedalia	2021-00029453	Dodson, Derrick	violation signal/sign
5/25/2019 18:42	2019-00012958	On Roadway	N ENGINEER AV / E BOONVILLE ST, Sedalia	2019-00012958	Twenter, Brett	fail to yield - brakes failed
3/18/2019 23:23	2019-00006312	Off Roadway	E BOONVILLE ST / N EMMET AV, Sedalia	2019-00006312	Arnold, Bradley	fail to maintain lane - sideswipe parked vehicle
11/12/2018 14:42	2018-00026162	Off Roadway	1900 E BOONVILLE RD, Sedalia	2018-00026162	Kottman, Victoria	improper turn
11/12/2018 11:55	2018-00026152	On Roadway	E BOONVILLE ST / N ENGINEER AV, Sedalia	2018-00026152	Dodson, Derrick	too fast for conditions
5/15/2018 19:28	2018-00010433	Off Roadway	E BOONVILLE ST / N HEARD AV, Sedalia	2018-00010433	Hesselbacher, Preston	speed
1/16/2018 17:45	2018-00001218	On Roadway	E BOONVILLE ST / N ENGINEER AV, Sedalia	2018-00001218	Kottman, Victoria	too fast for conditions

Brenda Ardrey

From: Matt Irwin
Sent: Tuesday, February 28, 2023 3:31 PM
To: Brenda Ardrey
Subject: RE: Traffic Advisory Commission -- Request for Statistics on Boonville St.

Brenda, I went back to 2018 and show 5 motor vehicle accidents at various points on E. Boonville. In the same time period we have responded to 10 fire and 11 medical calls along the E. Boonville corridor.

Anything else you would like? I hope this helps.

Thanks

Matthew Irwin
Fire Chief
City of Sedalia Fire Department
660-826-8044
mirwin@cityofsedalia.com

The secret of change is to focus all of your energy not on fighting the old, but on building the new – SOCRATES

From: Brenda Ardrey <bardrey@cityofsedalia.com>
Sent: Tuesday, February 28, 2023 3:08 PM
To: Matt Irwin <Mirwin@sedalia.com>
Subject: Traffic Advisory Commission -- Request for Statistics on Boonville St.

Matt,

As a reminder from the last Traffic Advisory Commission Meeting, the group would like you to search your database for information on incidents/accidents, etc. on Boonville St. within the City limits in response to a question raised by a resident in the area.

If you can provide this prior to the meeting we can include it in the package going to the members.

Thanks,
Brenda

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A PAID TIME OFF POLICY FOR PART-TIME PARK EMPLOYEES

WHEREAS, The City has identified the need to amend the City's Personnel Regulations Manual in an effort to retain staff by adopting a Paid Time Off (PTO) Policy pertaining to compensation for Part-time Park Employees; and

WHEREAS, said policy establishes the language and accrual schedule providing guidance on its management, administration and oversight as more fully described in the policy attached 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 adopts the paid time off policy for the city, attached hereto and incorporated by reference.

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

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the code of conduct 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 April, 2023.

Presiding Officer of the Council

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

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Sedalia Parks & Recreation Department

DRAFT - Part-Time PTO (Paid Time Off) Policy

The City of Sedalia and Parks Department recognizes that part-time employees have diverse needs for time off from work and, as such, has established this paid time off (PTO) policy. The benefits of PTO are that it promotes a flexible approach to time off by combining vacation and sick leave.

Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover vacation, holidays, illness, appointments, emergencies, or other situations that require time off from work.

At the beginning of the fiscal year, if the employee has worked a minimum of 1,040 hours during the prior twelve (12) months, the employee shall be credited with PTO (Paid Time Off) as listed below.

PTO taken is not considered actual hours worked, and therefore, shall not be included in the calculation of overtime.

PTO can be used for the hours an employee has been scheduled to work. If the leave is for an extended period and no schedule has been established, the leave benefits can be used up to the average number of hours worked per week in the preceding year.

Whenever possible, PTO must be scheduled in advance. PTO is subject to supervisory approval, department staffing needs and established departmental procedures. Unscheduled absences will be monitored and documented. An employee will be counseled up and to including termination when the frequency of unscheduled absences adversely affects the operations of the department. The supervisor may request that the employee provide a statement from a health care provider concerning the justification for any unscheduled absence.

PTO may be carried forward from year to year and may accumulate until a maximum of 240 hours has been accrued.

Upon termination or resignation, no compensation shall be paid for unused PTO.

Accrual Rates

Years of Service	Part-Time Park Employees
New hire to end of 5th year	48 hours
More than 5 but less than 10 years	56 hours
More than 10 but less than 15 years	64 hours
More than 15 but less than 20 years	72 hours
More than 20 but less than 25 years	80 hours
More than 25 years	88 hours



Let's Cross Paths

City of Sedalia

Human Resources Department
200 S. Osage
Sedalia, MO 65301
(660) 827-3000 www.sedalia.com

April 17, 2023

City Administrator Shaw,

As with all departments, we are finding it increasingly difficult to recruit and retain qualified employees and applicants. As a potential way to help address this issue and reward part-time staff within the Parks Department, staff is recommending adding PTO (paid time off) as a benefit for their part-time employees.

Recommended Draft Language:

The City of Sedalia and Parks Department recognizes that part-time employees have diverse needs for time off from work and, as such, has established this paid time off (PTO) policy. The benefits of PTO are that it promotes a flexible approach to time off by combining vacation and sick leave.

Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover vacation, holidays, illness, appointments, emergencies, or other situations that require time off from work.

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More than 10 but less than 15 years	64 hours
More than 15 but less than 20 years	72 hours
More than 20 but less than 25 years	80 hours
More than 25 years	88 hours

Staff is recommending adding this language to the City's Personnel Policies under Regulation 3. Classification of Employees. Part B – Part-Time Employees.

The HR Department has worked with Parks Director, Amy Epple (Park Board approved) and staff to bring forward the proposed policy for Council's consideration.

Sincerely,

Shannon Ramey-Trull
Human Resources Director

To: Kelvin Shaw
Through: Brenda Ardrey
From: Justin Bray
Date: April 14, 2023
Subject: Street Division Approval of Asphalt Paving Material

The Public Works Department is requesting City Council approval of the attached quote from Capital Materials for roadway asphalt (BP-2 Recycle - \$80.00 per ton and BP-2 Recycle with fiber - \$92.00 per ton). With our new paving equipment, we have been purchasing more asphalt. We routinely have purchased asphalt under the Missouri Department of Transportation (MoDOT) contract, which meets our procurement policy as detailed below.

8. Cooperative Procurement Programs

Department Heads are encouraged to use cooperative purchasing programs sponsored by the State of Missouri or other governmental agencies. Cooperative purchasing can prove advantageous to the City by taking advantage of the large quantity purchases made by State Government. Purchases made through these programs have met the requirements of competitive bidding and require the approval of the Department Head and City Administrator. Any related contracts or agreements covering less than \$25,000.00 may also be executed by the Mayor or City Administrator. However, any related contracts or agreements covering \$25,000.00 or more must have specific Council approval. Department Heads are encouraged to check with the State regarding cooperative procurement contracts in effect prior to making any large purchase.

For this year, the local plant has offered to provide us materials at a price less than the MoDOT contracted amount. Public Works is recommending that this arrangement meets the spirit and intent of the procurement policy and proposes continuing under this arrangement.

Thank you for your consideration of this request.

CAPITAL MATERIALS

Customer: CITY OF SEDALIA

Plant: Plant 7 - Sedalia

Contact:

Quote #: 2307020R1

Contact #:

Valid From: Tuesday, February 7, 2023

Job Name: 2023 February BOARD PRICING

Valid Thru: Friday, June 30, 2023

Material	Tons	Material Price/Ton	Haul Cost Per	Haul Type
BP-2 RECYCLE	0.00	\$80.00		
BP-2 RECYCLE FIBERS	0.00	\$92.00		

Notes:

Prices do not include taxes.

Please send Tax Exempt papers to kbernskoetter@capitalmaterialsmo.com

Quoted By

Customer Acceptance Date:

 Brian Rackers
 brackers@capitalmaterialsmo.com
 573-480-9607

 By signing above, customer
 agrees to all standard terms and conditions

STANDARD TERMS AND CONDITION-QUOTED PRICES

1. Scope

The Terms and Conditions ("Terms") contained herein shall apply to all quotations and offers made by and purchase orders accepted by Capital Materials Company and its subsidiary companies ("Capital Companies"). These Terms apply to all sales made by Capital Companies except to the extent the Terms conflict with an existing individual customer contract where special terms and conditions assigned by Capital Companies and Buyer may have precedence over this document. These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. These Terms may in some instances conflict with other terms and conditions referenced to. In such case, the Terms contained herein shall govern and acceptance of Buyer's order is conditioned upon Buyer's acceptance of the terms and conditions herein, irrespective of whether the Buyer accepts these conditions by a written acknowledgment, by implication or acceptance and payment of products ordered hereunder. Capital Companies' failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions herein. Any changes in the Terms contained herein must specifically be agreed to in writing signed by an officer of Capital Companies before becoming binding on either party.

2. Orders, Price, Taxes and Quotations

Orders must be placed at least 48 hours in advance. Quoted prices are based on normal plant operating hours. Prices are subject to change on thirty days' notice to Buyer. Any order that can be cancelled and rescheduled pursuant to paragraph 6(a) is subject to a price change immediately. All prices are exclusive of any present or future sales, revenue or excise tax or other tax applicable to the manufacture or sale of any product. Such taxes, when applicable, shall be paid by Buyer unless Buyer provides a proper tax exemption certificate. Unless otherwise agreed to in writing by the parties, prices quoted by Capital Companies are those current at the date of quotation and shall be subject to variation by Capital Companies. Quoted prices that include a haul freight rate are subject to change based on truck availability and project timing.

3. Delivery

Unless otherwise agreed in writing, sales are F.O.B. at Sellers Facility as shown in the Order. Unless otherwise agreed in writing, delivery time is not at the essence. Except as specified in 6(b), Capital Companies does not accept liability for any loss arising from delay in delivery of products. Truck wait times of more than fifteen (15) minutes will be billed to Buyer at a rate of \$150 per hour, prorated for any partial hour.

4. Payment Terms

Unless otherwise agreed in writing, Payment terms shall be net thirty (30) days from the date of invoice. Buyer agrees to pay interest on any unpaid balance at a rate of eighteen percent (18%) per annum on the day the balance becomes due. In the event that Capital Companies is required to bring legal action to collect delinquent accounts, Buyer agrees to pay reasonable attorneys' fees and costs of suit.

6. Non-Conforming Delivery and Risk of Loss

Buyer shall notify Capital Companies of any visible defects, quantity shortages or incorrect product shipments within three (3) days of receipt of the shipment. Failure to notify Capital Companies in writing of any visible defects in the products or of quantity shortages or incorrect shipments within such period shall be deemed an unqualified waiver of any rights to return products on the basis of visible defects, shortages or incorrect shipments, subject to Buyer's rights under Section 7. Seller shall retain a security interest in the products until Buyer's final payment to Capital Companies for the products. Risk in the products shall pass to Buyer upon delivery at Seller's Facility as soon as the products have been placed with a transport agent.

6. Order Cancellation

(a) "Buyers Cancellation for Convenience": Buyer may cancel any order for convenience on the following terms: (i) For standard products, Buyer may cancel or reschedule a product without penalty if the cancellation is more than thirty (30) days from the Confirmed Shipping Date (as specified in Capital Companies' Order Acknowledgment or other document); cancellations within 30 days of a Confirmed Shipping Date must be approved in writing by a Capital Companies sales director and may be subject to special charges; (ii) For nonstandard product, custom products, or standard parts with minimum usage, Buyer may cancel or reschedule more than ninety (90) days from the Confirmed Shipping Date, except that Buyer shall accept delivery of all such products which are completed at the time of cancellation or rescheduling. Those nonstandard products which are in the work-in-process inventory at the time of cancellation or rescheduling, shall be paid for by Buyer at a price equal to the completed percentage of the product multiplied by the price of the finished product. Buyer also shall pay promptly to Capital Companies the costs of settling and paying claims arising out of the termination of work under Capital Companies' subcontracts or vendors and any accounting, legal, and clerical costs arising out of the cancellation.

(b) "Buyers Cancellation for Default": Upon written notice to Capital Companies, any order may be canceled in whole or in part in accordance with the terms hereof, because of Capital Companies' failure to deliver products by the Confirmed Shipping Date (this failure hereinafter called "Default"). Cancellation by Buyer for Capital Companies' Default, which may entitle Buyer to procurement costs, shall be effective only upon Capital Companies' failure to correct such Default within a reasonable period of time, but not less than thirty (30) days for standard products or ninety (90) days for non-standard products, after receipt by Capital Companies of written notice of such Default. Upon cancellation, Buyer, as its sole remedy, may recover from Capital Companies as damages the difference between cost of procurement from another source (cover) and the contract price, less expenses saved as a consequence of Capital Companies' breach. In no event shall these damages exceed ten percent (10%) of Capital Companies' product price multiplied by the number of products unconditionally (not subject to cancellation under 6(a)) ordered by Buyer which remain unshipped at the time of cancellation.

(c) "Capital Companies' Cancellation": Capital Companies shall have the right to cancel any unfilled order without notice to Buyer in the event that Buyer becomes insolvent, adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statute, or becomes unable to meet its financial obligations in the normal course of business. Any order that can be cancelled or rescheduled by Buyer pursuant to paragraph 6(a) may be cancelled or rescheduled by Capital Companies if notice is given to Buyer.

7. Contingencies

(a) Capital Companies shall not be in breach of its obligations and shall not be liable in any way for any loss, damage or expense arising directly or indirectly from any non-performance or delay in performance if such non-performance or delay is due to a force majeure event or other circumstances beyond Capital Companies' reasonable control, including but not limited to, shortages of labor, energy, fuel, machinery or materials, technical or yield failures, war, civil unrest, any government act, law or regulation, including any judicial order or decree, any communication or power failure, labor dispute, natural disaster, fire, flood, earthquake, explosion or terrorist act.

(b) In the event of a shortage of products, Capital Companies may allocate at its sole discretion product production and deliveries.

8. Limited Liability

Neither Capital Companies nor Buyer shall be liable for incidental or consequential damages, including but not limited to, the cost of labor, re-qualifications, rework charges, delay, lost profits, or loss of goodwill arising out of the sale, installation or use of any Capital Companies product. If Capital Companies has any liability for breach of contract, breach of any implied condition, warranty or representation, the aggregate liability of Capital Companies to Buyer shall be limited in respect of any occurrence or series of occurrences to the total contractual value of the products or services supplied by Capital Companies under these Terms and to which the claim relates.

9. Confidential Information

Except as required by law, neither party shall use (except for purposes connected with the performance of its obligations hereunder), divulge or communicate to any third party any information of the other if reasonably known to be confidential.

10. Force Majeure

Capital Companies shall not be liable for any damage or penalty for delay in delivery or for failure to give notice of delay when such delay is due to the elements, acts of god, acts of the Buyer, act of civil or military authority, war, riots, concerted labor action, shortages of materials, or any other causes beyond the reasonable control of Capital Companies. The anticipated delivery date shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this provision.

11. Assignment and Subcontracting

Capital Companies shall be entitled at all times to assign its rights under the contract (in whole or in part) or to subcontract any part of the work or services to be provided under the contract as it deems necessary or desirable.

12. Notices

Any notice hereunder shall be deemed to have been given if sent by prepaid first class mail to the party concerned at its last known address. Notice to Capital Companies shall be to 221 Bolivar Street, Suite 400, Jefferson City, MO 65101.

13. Waiver

Failure by Capital Companies to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

14. Applicable Law

Unless otherwise agreed in writing, the terms and conditions contained herein shall be governed by and construed under the laws of State of Missouri.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING SALES AGREEMENTS FOR THE PURCHASING OF EQUIPMENT FOR THE STREET DEPARTMENT.

WHEREAS, The City of Sedalia, Missouri, has received two sales agreements from Foley Equipment Company for the purchasing of equipment for the Street Division; and

WHEREAS, under the attached agreements, the City of Sedalia, Missouri, shall pay the following amounts to Foley Equipment Company through Sourcewell Agreement #193317:

- **CB10 02A Vibrator Compactor (i.e. Steel Wheel Roller)** - \$184,500 (inclusive of trade-in value of non-working wobble wheel roller of \$2,500)
- **Skid Steer Hammer Model B6S** - \$10,800.

as more fully described in the sales agreements attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the sales agreements by and between the City of Sedalia, Missouri, and Foley Equipment Company in substantively the same form and content as the agreements have 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 agreements in substantively the same form and content as the agreements 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 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 April 2023.

Presiding Officer of the Council

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

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers
City Clerk

To: Kelvin Shaw
Through: Brenda Ardrey *BA*
From: Justin Bray
Date: April 6, 2023
Subject: Foley Equipment Purchase for Street Division
Under Sourcewell (NJPA Cooperative Purchasing Agreement)

The Public Works Department recommends the City Council approve the purchase of a vibratory compactor for the Street Division from Foley Equipment of Sedalia under Cooperative Purchasing Agreement #193317 with Sourcewell, formerly NJPA which complies with the City's Financial Management Policy, page 15, which follows:

8. Cooperative Procurement Programs

Department Heads are encouraged to use cooperative purchasing programs sponsored by the State of Missouri or other governmental agencies. Cooperative purchasing can prove advantageous to the City by taking advantage of the large quantity purchases made by State Government. Purchases made through these programs have met the requirements of competitive bidding and require the approval of the Department Head and City Administrator. Any related contracts or agreements covering less than \$25,000.00 may also be executed by the Mayor or City Administrator. However, any related contracts or agreements covering \$25,000.00 or more must have specific Council approval. Department Heads are encouraged to check with the State regarding cooperative procurement contracts in effect prior to making any large purchase.

Public Works also looked at other units available and compared technical specifications, warranties and pricing. Each piece of equipment is further detailed below and attached are equipment brochures for each unit.

- (1) The purchase of a CB10 02A vibrator compactor (i.e., steel wheel roller) was budgeted and approved for the Street Division in the FY 2024 budget at \$195,100 as an added piece of equipment to improve our asphalt roadway surfacing capabilities. The local Foley Equipment dealer will be able to provide the Caterpillar unit under the Sourcewell contract at a price of \$184,500 (inclusive of the trade-in value of a non-working wobble wheel roller of \$2,500) which is within the budgeted amount and with a balance of \$10,600. Note: The reduced price on this unit also reflects having been used 60 hours as a Foley fleet unit.
- 2) The purchase of a skid steer hammer Model B6S was budgeted and approved for the Street Division in the FY 2024 budget at \$10,800 as a tool for the skid steer purchased last year. The local Foley Equipment dealer will be able to provide the unit under the Sourcewell contract at a price of \$10,800.

Thank you for your consideration of this request.



SALES AGREEMENT

DATE Apr 04, 2003

Foley Equipment Company, 1550 S. West Street, Wichita, KS67213 Phone: (316) 943-4211

CUSTOMER	CITY OF SEDALIA				
STREET ADDRESS	200 S OSAGE				
S O L D	CITY/STATE	SEDALIA, MO	COUNTY	FETTIS	S H I P
D	POSTAL CODE	65301-4334	PHONE NO.	660-827-3000	P
T O	CUSTOMER CONTACT:	EQUIPMENT			
		PRODUCT SUPPORT			
	INDUSTRY CODE:	LEGISLATIVE BODIES	PRINCIPAL WORK CODE		Shipping Term: Sedalia, MO
		(CITY/COUNTY) (9121)			
CUSTOMER NUMBER	030820	Sales Tax Exemption # (if applicable)	12493333	CUSTOMER PO NUMBER (For reference only)	
PAYMENT TERMS (All terms and payments are subject to Finance Company - OAC approval)					
T E R M S	NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>	FINANCIAL SERVICES <input type="checkbox"/> CSC <input type="checkbox"/> LEASE <input type="checkbox"/>
	CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00	CONTRACT INTEREST RATE 0
	PAYMENT PERIOD		PAYMENT AMOUNT	0.00	NUMBER OF PAYMENTS 0 OPTIONAL BUY-OUT \$0.00
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR	MODEL: HHB6SF	YEAR: TBA			
STOCK NUMBER: WGN00491	SERIAL NUMBER: OHA607776				
SKID STEER LOADER WORK TOOLS			0P-0096		
HAMMER, B6S			532-9206		
LINES, B4-B6-B8 HAMMER, SSL			532-9264		
TRADE-IN EQUIPMENT					
MODEL: _____	YEAR: _____	SN: _____	SELL PRICE	\$10,800.00	
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	NET BALANCE DUE	\$10,800.00	
MODEL: _____	YEAR: _____	SN: _____	PLUS APPLICABLE TAXES CALCULATED AT DELIVERY	\$10,800.00	
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	ACH Information:		
MODEL: _____	YEAR: _____	SN: _____	Bank = Wells Fargo NA		
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	ABA number 121000248		
MODEL: _____	YEAR: _____	SN: _____	Account number 4121956387		
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	Email remittance advice to ACHPMTS@foleyeq.com		
MODEL: _____	YEAR: _____	SN: _____	Customer responsible for all applicable taxes at the time of delivery.		
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____			
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY FOLEY AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.					
CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO FOLEY AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.					
<input type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL _____		<input type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL _____	
The Customer acknowledges that they have received a copy of the Foley Equipment Company and/or Caterpillar Warranty as applicable and have read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The Customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary.			All used equipment is sold as is where is and no warranty is offered or implied except as specified here: Warranty applicable: _____ _____ _____		
CSA:					
NOTES:					

This order is not valid until approved by Sales Manager

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE NEXT PAGE

Foley Equipment Company

PURCHASER

ORDER RECEIVED BY

Smith, Matt

APPROVED AND ACCEPTED ON _____

REPRESENTATIVE

CITY OF SEDALIA

PURCHASER

SALES MANAGER BY _____

SIGNATURE _____

TITLE _____

TERMS AND CONDITIONS

1. Agreement. This Agreement, when accepted by Foley, shall become a binding contract, and may not be revoked by the Customer. Foley's performance per this Agreement shall be subject to strikes, lockouts, accidents, fire, delays in manufacturing or transportation, acts of God, embargoes, pandemics or governmental action, or any other causes beyond the control of Foley, and any of said causes shall absolutely absolve Foley from any liability to the Customer under the terms hereof.

2. Payment and Representations. Unless the Equipment is paid in full in cash at the time of delivery, Foley retains and Customer hereby grants to Foley a purchase-money security interest in the Equipment, including all accessories, spare parts, special fittings, and tools thereof, and all additions, accessions, increases, improvements, renewals, substitutions, or replacements thereof (collectively, the "Collateral"), together with all proceeds from any sale or other disposition of all or any part of the Collateral to secure the full amount owed therefore, together with all interest, fees, and penalties. Unless Customer shall execute a separate security agreement with Foley covering the Collateral, this Agreement shall constitute a security agreement for the Collateral. Promptly upon request, Customer agrees to execute a note or other evidence of Customer's indebtedness for the Collateral, which shall only constitute evidence of such indebtedness and not a payment or satisfaction of such indebtedness. Promptly upon request, Customer shall, at its expense, do any act and execute, acknowledge, deliver, file, register, record, and ratify all documents requested by Foley, in Foley's discretion, to perfect Foley's security interest in the Collateral, including but not limited to, any financing statements. Customer hereby irrevocably appoints Foley its attorney-in-fact, which such appointment shall be coupled with an interest, to do such acts and to execute and file all such documents on Customer's behalf, which power is coupled with an interest, and which power is delegable by Foley. Customer acknowledges that Foley's signature or the signature of its delegate on such documents to be the same as Customer's own for all purposes and with the present intent to authenticate the document. Customer represents and warrants to Foley that (a) Customer has the power to make, deliver, and perform under this Agreement, (b) the person executing this Agreement is authorized to do so on behalf of Customer, (c) this Agreement constitutes a valid obligation of Customer, legally binding upon it and enforceable in accordance with its terms; (d) all credit, financial, and other information submitted to Foley in connection with this Agreement is and shall be true, correct, and complete; (e) the Customer: if an individual, has his or her principal residence in Kansas or Missouri, or in state otherwise indicated on the front of this Agreement, if a registered entity, is registered under the laws of the State of Kansas or Missouri, or in state otherwise indicated on front of this Agreement; if a non-registered entity, has its principal place of business in Kansas or Missouri, or in state otherwise indicated on front of this Agreement; (f) Customer's name set forth on the front of this Agreement is Customer's full, legal name; and (g) the Collateral is and shall remain located in the State of Kansas or Missouri or state otherwise indicated on the front of this Agreement. A breach by Customer in the terms, representations, or warranties of this Agreement or the terms of any invoice for the Equipment hereunder, including but not limited to, failure to pay in full the amount owed for the Equipment within the time periods stated herein or on any such invoice, shall constitute an event of default, and all amounts owing to Foley shall be immediately due, and Foley shall have all rights and remedies in law or in equity, including but not limited to, the Kansas or Missouri Uniform Commercial Code, and as set forth herein. In the event of Customer default of this Agreement, Foley shall be entitled to recover all costs, losses and expenses, including attorney's fees relating to the default and exercise of Foley's remedies.

3. Delivery and Taxes. Unless Shipment is provided by Foley, Foley's responsibility for shipment ceases upon delivery to the transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by the Customer direct to the transportation company. Any claims against Foley for shortages in shipments shall be made within fifteen days after receipt of shipment. Customer shall be responsible for all taxes calculated at the time of delivery of the Equipment.

4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Customer understands and agrees that Foley is not the manufacturer of the Equipment; the Equipment is of a size, design, capacity, description, and manufacture selected by Customer; Customer is satisfied that the Equipment is suitable and fit for its purposes. The Equipment described herein as "new" is sold subject to such warranties as are made in writing by the manufacturer of the Equipment thereof. Except to the extent a special warranty is made by Foley in writing and executed by Foley's authorized representative, FOLEY MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT, MATERIALS CONTAINED IN THE EQUIPMENT, OR CUSTOMER'S USE THEREOF, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FOLEY SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, WHETHER AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OF USE OR LOSS OF BUSINESS, EVEN IF FOLEY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE MAXIMUM EXTENT OF FOLEY'S LIABILITY TO CUSTOMER SHALL BE THE TOTAL AMOUNT OF ANY PAYMENTS MADE BY CUSTOMER TO FOLEY, HEREUNDER.

5. Consumer Laws. The laws of certain jurisdictions prohibit the limitation of certain warranties and the remedies and damages for the breach of such warranties. If any provision of this Agreement is in conflict with any statute or rule of law of any state or district in which jurisdiction may lie for enforcement, then such provision shall be deemed null and void to the extent but only to the extent that it may conflict therewith; and the remaining provisions hereof shall not be invalidated, but may be reformed by the court to the extent necessary to protect the rights of the parties.

6. Rental Purchase Option. If the Equipment is being rented by Customer pursuant to a Foley rental agreement with an option to purchase the Equipment, this Agreement shall become effective when Customer notifies Foley of its intent to purchase the Equipment under the rental agreement.

7. Laws. This Agreement shall be governed by the laws of Kansas or Missouri. The provisions of the United Nations on Contracts for the International Sale of Goods are expressly excluded from this Agreement. Customer shall comply with all applicable US laws, including but not limited to, export and anti-bribery laws such as the Foreign Corrupt Practices Act.

8. Privacy Statement. Customer consents to the collection, use, retention and disclosure of information by Foley and its parent, subsidiary and affiliated entities (collectively, "Foley Entities") in accordance with applicable law, and agrees that such information may be accessed by the Foley Entities and their partners and manufacturers with a legitimate business reason to access it, as well as third parties who may process such information on their behalf. Caterpillar's Data Governance Statement, together with Caterpillar's Global Privacy Statement and any applicable Caterpillar Privacy Notices for its digital offering subscriptions, describes Caterpillar's practices for collecting, sharing and using data and information relating to machines, products or other assets and their associated workites—for example to enable Cat@ Connect and other Digital Offerings. The Data Governance Statement also describes how Caterpillar may perform remote diagnostics and make available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for your assets and devices. By providing data and information to Foley as described herein or to Caterpillar as described in Caterpillar's Data Governance Statement at <https://www.caterpillar.com/en/legal-notice/data-governance-statement.html> you agree to its terms as it may be revised from time to time.

9. Consignment. If this is a sale of consignment Equipment, Customer acknowledges and understands that Foley is acting only as an agent of the seller/owner of the Equipment in this sales transaction. Therefore, for the purposes of the consignment sale only, the term "Foley" in this Agreement shall apply to both Foley Equipment Company and the seller/owner of the Equipment.

10. Assignment and Entire Agreement. Foley may assign this Agreement to a third party. This Agreement covers all agreements between the parties related to this transaction. Foley is not bound by any representative or terms made by any agent related to this transaction which are not contained herein.

Customer's Initials _____



SALES AGREEMENT

DATE Apr 04, 2023

Foley Equipment Company, 1550 S. West Street, Wichita, KS67213 Phone: (316) 943-4211

CUSTOMER	CITY OF SEDALIA		
STREET ADDRESS	300 S OSAGE		
CITY/STATE	SEDALIA, MO	COUNTY	PETTIS
POSTAL CODE	65301-4334	PHONE NO.	660-827-3000
CUSTOMER CONTACT:	EQUIPMENT		
	PRODUCT SUPPORT		
INDUSTRY CODE:	LEGISLATIVE BODIES	PRINCIPAL WORK CODE	
	(CITY/COUNTY) (9121)		

Shipping Term: Sedalia, MO

CUSTOMER NUMBER	030820	Sales Tax Exemption # (if applicable)	12493333	CUSTOMER PO NUMBER (For reference only)	
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PAYMENT TERMS.				(All terms and payments are subject to Finance Company - OAC approval)	
NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/> CSC <input type="checkbox"/> LEASE
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00	CONTRACT INTEREST RATE	0
PAYMENT PERIOD		PAYMENT AMOUNT	0.00	NUMBER OF PAYMENTS	0
				OPTIONAL BUY-OUT	\$0.00

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR	MODEL: CB10-02	YEAR: 2022	
STOCK NUMBER: VGN0318	SERIAL NUMBER: 019R00393		
CB10 02A VIBRATORY COMPACTOR	541-9921	STEPS, REFILL ASSIST, FRONT	581-6884
2022 MODEL		PRODUCT LINK, CELLULAR PLE743	585-8769
ENGINE, CAT C3.6	550-7871	BUMPER COVER, STD	570-4268
HITCH, STANDARD	556-3447	OIL, HYD, STANDARD	556-7020
DUAL SYSTEM, VERSA-VIBE	559-3526	INSTRUCTIONS, ANSI	556-3657
HYDRAULICS, SOLID DRUM, STD	546-4798	SENSORS, MAT TEMPERATURE	552-1722
LIGHTS, WORKING	556-6075	MATS, COCOA	577-2607
LIGHTS, LED, BASIC	556-6097	FREEZE PROTECTION, ROFS/FOPS	564-2040
PLATFORM, ROPS/FOPS	556-4309	MOUNT, OPTIONAL SENSOR(S)	567-6815
ROTATION, HALF	583-4760	DECAL, VERSA VIBE	559-3523
SWITCH, STD IGNITION	560-1623	STEPS, REFILL ASSIST, REAR	594-4551
CONTROL, STANDARD	586-7552	ROLL ON-ROLL OFF	0P-4507
STEERING WHEEL, ELEVATED	556-4489		
SEAT, HEATED VINYL	583-7947		
SEAT BELT, 3"	593-9841		

TRADE-IN EQUIPMENT				SELL PRICE	
MODEL: SP912 - FERGUSON(FG)	YEAR: 1992	SN: 798			\$187,000.00
PAYOUT TO:	AMOUNT: 5	PAID BY: Dealer		LESS GROSS TRADE ALLOWANCE	(\$2,500.00)
MODEL:	YEAR:	SN:		NET BALANCE DUE	\$184,500.00
PAYOUT TO:	AMOUNT:	PAID BY:		PLUS APPLICABLE TAXES CALCULATED AT DELIVERY	\$184,500.00
MODEL:	YEAR:	SN:		ACH Information:	
PAYOUT TO:	AMOUNT:	PAID BY:		Bank = Wells Fargo NA	
MODEL:	YEAR:	SN:		ABA number 121000248	
PAYOUT TO:	AMOUNT:	PAID BY:		Account number 4121956387	
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY FOLEY AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.				Email remittance advice to ACHPMTS@foleyeq.com	
CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO FOLEY AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.				Customer responsible for all applicable taxes at the time of delivery.	

<input type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL	<input checked="" type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL
<p>The Customer acknowledges that they have received a copy of the Foley Equipment Company and/or Caterpillar Warranty as applicable and have read and understood said warranty. Scheduled oil sampling (S.O.S) is mandatory with this warranty. The Customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.</p> <p>Warranty applicable including expiration date where necessary:</p>		<p>All used equipment is sold as is where is and no warranty is offered or implied except as specified here:</p> <p>Warranty applicable:</p> <p>Premier warranty expires 9/22/25.</p>	

CSA: _____
NOTES: _____

This order is not valid until approved by Sales Manager

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE NEXT PAGE

ORDER RECEIVED BY	Smith, Matt	APPROVED AND ACCEPTED ON	
		REPRESENTATIVE	CITY OF SEDALIA
		SALES MANAGER BY	
		PURCHASER	
		SIGNATURE	
		TITLE	

TERMS AND CONDITIONS

1. Agreement. This Agreement, when accepted by Foley, shall become a binding contract, and may not be revoked by the Customer. Foley's performance per this Agreement shall be subject to strikes, lockouts, accidents, fire, delays in manufacturing or transportation, acts of God, embargoes, pandemics or governmental action, or any other causes beyond the control of Foley, and any of said causes shall absolutely absolve Foley from any liability to the Customer under the terms hereof.

2. Payment and Representations. Unless the Equipment is paid in full in cash at the time of delivery, Foley retains and Customer hereby grants to Foley a purchase-money security interest in the Equipment, including all accessories, spare parts, special fittings, and tools thereof, and all additions, accessions, increases, improvements, renewals, substitutions, or replacements thereof (collectively, the "Collateral"), together with all proceeds from any sale or other disposition of all or any part of the Collateral to secure the full amount owed therefore, together with all interest, fees, and penalties. Unless Customer shall execute a separate security agreement with Foley covering the Collateral, this Agreement shall constitute a security agreement for the Collateral. Promptly upon request, Customer agrees to execute a note or other evidence of Customer's indebtedness for the Collateral, which shall only constitute evidence of such indebtedness and not a payment or satisfaction of such indebtedness. Promptly upon request, Customer shall, at its expense, do any act and execute, acknowledge, deliver, file, register, record, and ratify all documents requested by Foley, in Foley's discretion, to perfect Foley's security interest in the Collateral, including but not limited to, any financing statements. Customer hereby irrevocably appoints Foley its attorney-in-fact, which such appointment shall be coupled with an interest, to do such acts and to execute and file all such documents on Customer's behalf, which power is coupled with an interest, and which power is delegable by Foley. Customer acknowledges that Foley's signature or the signature of its delegate on such documents to be the same as Customer's own for all purposes and with the present intent to authenticate the document. Customer represents and warrants to Foley that (a) Customer has the power to make, deliver, and perform under this Agreement, (b) the person executing this Agreement is authorized to do so on behalf of Customer, (c) this Agreement constitutes a valid obligation of Customer, legally binding upon it and enforceable in accordance with its terms; (d) all credit, financial, and other information submitted to Foley in connection with this Agreement is and shall be true, correct, and complete; (e) the Customer: if an individual, has his or her principal residence in Kansas or Missouri, or in state otherwise indicated on the front of this Agreement, if a registered entity, is registered under the laws of the State of Kansas or Missouri, or in state otherwise indicated on front of this Agreement; if a non-registered entity, has its principal place of business in Kansas or Missouri, or in state otherwise indicated on front of this Agreement; (f) Customer's name set forth on the front of this Agreement is Customer's full, legal name; and (g) the Collateral is and shall remain located in the State of Kansas or Missouri or state otherwise indicated on the front of this Agreement. A breach by Customer in the terms, representations, or warranties of this Agreement or the terms of any invoice for the Equipment hereunder, including but not limited to, failure to pay in full the amount owed for the Equipment within the time periods stated herein or on any such invoice, shall constitute an event of default, and all amounts owing to Foley shall be immediately due, and Foley shall have all rights and remedies in law or in equity, including but not limited to, the Kansas or Missouri Uniform Commercial Code, and as set forth herein. In the event of Customer default of this Agreement, Foley shall be entitled to recover all costs, losses and expenses, including attorney's fees relating to the default and exercise of Foley's remedies.

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4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Customer understands and agrees that Foley is not the manufacturer of the Equipment; the Equipment is of a size, design, capacity, description, and manufacture selected by Customer; Customer is satisfied that the Equipment is suitable and fit for its purposes. The Equipment described herein as "new" is sold subject to such warranties as are made in writing by the manufacturer of the Equipment thereof. Except to the extent a special warranty is made by Foley in writing and executed by Foley's authorized representative, FOLEY MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT, MATERIALS CONTAINED IN THE EQUIPMENT, OR CUSTOMER'S USE THEREOF, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FOLEY SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, WHETHER AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OF USE OR LOSS OF BUSINESS, EVEN IF FOLEY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE MAXIMUM EXTENT OF FOLEY'S LIABILITY TO CUSTOMER SHALL BE THE TOTAL AMOUNT OF ANY PAYMENTS MADE BY CUSTOMER TO FOLEY, HEREUNDER.

5. Consumer Laws. The laws of certain jurisdictions prohibit the limitation of certain warranties and the remedies and damages for the breach of such warranties. If any provision of this Agreement is in conflict with any statute or rule of law of any state or district in which jurisdiction may lie for enforcement, then such provision shall be deemed null and void to the extent but only to the extent that it may conflict therewith; and the remaining provisions hereof shall not be invalidated, but may be reformed by the court to the extent necessary to protect the rights of the parties.

6. Rental Purchase Option. If the Equipment is being rented by Customer pursuant to a Foley rental agreement with an option to purchase the Equipment, this Agreement shall become effective when Customer notifies Foley of its intent to purchase the Equipment under the rental agreement.

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8. Privacy Statement. Customer consents to the collection, use, retention and disclosure of information by Foley and its parent, subsidiary and affiliated entities (collectively, "Foley Entities") in accordance with applicable law, and agrees that such information may be accessed by the Foley Entities and their partners and manufacturers with a legitimate business reason to access it, as well as third parties who may process such information on their behalf. Caterpillar's Data Governance Statement, together with Caterpillar's Global Privacy Statement and any applicable Caterpillar Privacy Notices for its digital offering subscriptions, describes Caterpillar's practices for collecting, sharing and using data and information relating to machines, products or other assets and their associated worksites—for example to enable Cat® Connect and other Digital Offerings. The Data Governance Statement also describes how Caterpillar may perform remote diagnostics and make available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for your assets and devices. By providing data and information to Foley as described herein or to Caterpillar as described in Caterpillar's Data Governance Statement at <https://www.caterpillar.com/en/legal-notice/data-governance-statement.html> you agree to its terms as it may be revised from time to time.

9. Consignment. If this is a sale of consignment Equipment, Customer acknowledges and understands that Foley is acting only as an agent of the seller/owner of the Equipment in this sales transaction. Therefore, for the purposes of the consignment sale only, the term "Foley" in this Agreement shall apply to both Foley Equipment Company and the seller/owner of the Equipment.

10. Assignment and Entire Agreement. Foley may assign this Agreement to a third party. This Agreement covers all agreements between the parties related to this transaction. Foley is not bound by any representative or terms made by any agent related to this transaction which are not contained herein.

Customer's Initials _____

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING SALES AGREEMENT FOR THE PURCHASING OF EQUIPMENT FOR THE WATER DEPARTMENT.

WHEREAS, The City of Sedalia, Missouri, has received a proposal from Foley Equipment Company; and

WHEREAS, under the attached agreement, the City of Sedalia, Missouri, shall pay the sum and amount of Ninety-Five Thousand Five Hundred Fifty Dollars (\$95,550) to Foley Equipment Company through Sourcewell agreement #193317 for the purchasing of a Caterpillar model 306-07A CR MHE Mini-Excavator to be utilized by the Water Department 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 sales agreement by and between the City of Sedalia, Missouri, and Foley Equipment Company in substantively the same form and content as the agreement has been proposed.

Section 2. The Mayor or City Administrator are authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on the agreement in substantively the same form and content as 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 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 April 2023.

Presiding Officer of the Council

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

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers
City Clerk

To: Kelvin Shaw
Through: Brenda Ardrey *BA*
From: David Murray
Date: April 6, 2023
Subject: Foley Equipment Purchase for Water Division under Sourcwell Agreement

The Public Works Department recommends the City Council approve the purchase of a Caterpillar mini-excavator model 306 07A CR MHE for \$95,550. The total purchase price of the unit is \$95,550. This purchase was budgeted for the Water Division in the FY2024 budget for \$97,450. The Water Division has determined through use of the current WPC mini-excavator that landscape damage can be minimized through use of this equipment and areas previously required to be hand dug may be done more efficiently using the mini-excavator. This unit is slightly larger than the other mini-excavators in the Water Division, but has a longer reach for deeper work and heavier lift capacity. This unit is being purchased to assist in day-to-day work, but mainly an additional unit is needed to allow for the City to meet the U.S. EPA's new compliance requirement related to inventory of system and private resources containing lead.

Public Works utilized the cooperative procurement process of Sourcwell #193317 (formerly NJPA) in the purchase of this piece of equipment, which complies with the City's Financial Management Policy.

8. Cooperative Procurement Programs

Department Heads are encouraged to use cooperative purchasing programs sponsored by the State of Missouri or other governmental agencies. Cooperative purchasing can prove advantageous to the City by taking advantage of the large quantity purchases made by State Government. Purchases made through these programs have met the requirements of competitive bidding and require the approval of the Department Head and City Administrator. Any related contracts or agreements covering less than \$25,000.00 may also be executed by the Mayor or City Administrator. However, any related contracts or agreements covering \$25,000.00 or more must have specific Council approval. Department Heads are encouraged to check with the State regarding cooperative procurement contracts in effect prior to making any large purchase.

Public Works also looked at other units available and compared technical specifications, warranties and pricing. Attached is an equipment brochure for the unit.

Thank you for your consideration of this request.



SALES AGREEMENT

DATE

Apr 06, 2013

Foley Equipment Company, 1550 S. West Street, Wichita, KS67213 Phone: (316) 943-4211

CUSTOMER	CITY OF SEDALIA		
STREET ADDRESS	200 S OSAGE		
S CITY/STATE	SEDALIA, MO	COUNTY	PETTIS
O L POSTAL CODE	65301-4334	PHONE NO.	660-827-3000
D			
T CUSTOMER CONTACT:	EQUIPMENT	JUSTIN BRAY	
O	PRODUCT SUPPORT	JUSTIN BRAY	
INDUSTRY CODE:	LEGISLATIVE BODIES	PRINCIPAL WORK CODE	
	(CITY/COUNTY) (9121)		
			Shipping Term: Sedalia, MO

CUSTOMER NUMBER	030820	Sales Tax Exemption # (if applicable)	12493333	CUSTOMER PO NUMBER (For reference only)	
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PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/>
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00	CONTRACT INTEREST RATE	0
PAYMENT PERIOD		PAYMENT AMOUNT	0.00	NUMBER OF PAYMENTS	0
				OPTIONAL BUY-OUT	\$0.00

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR	MODEL: 306-07CRLC	YEAR: 2023			
STOCK NUMBER: WGN0024	SERIAL NUMBER: 06G608495				
306 07A CR MHE DCA3E	629-5725	CONTROL, QC, 3 LINE	532-8607	STICK, LONG	579-2625
2023 MODEL		LINES, QC, LNG STK, 3 LINE	532-8634	QUICK COUPLER - WGN00617	WGN0-0617
DRAIN, ECOLOGY	582-8757	INSTRUCTIONS, ANSI	535-8483	BK305P24 - WGN00080 24" BUCKET	0P0227
BELT, SEAT, 3" RETRACTABLE	510-6085	NO EXTRA COUNTERWEIGHT	538-2663	BK305P36 - WGN00083 36" BUCKET	0P0227
ALARM, TRAVEL	511-6170	LINKAGE BUCKET W/ LIFTING EYE	538-2697	TH305H - VGN03435 THUMB	0P0227
INTEGRATED RADIO	511-6219	TRAVEL PEDALS	541-4573	KIT, COUNTERWEIGHT, EXTRA	561-8205
CAT KEY, WITH PASSCODE OPTION	522-6460	FILM, COUPLER, ISO	555-8731		
LIGHTS, LED	522-6499	SOFTWARE, PROPORTIONAL CONTROL	557-1709		
CAMERA, REAR VIEW	522-6505	SOFTWARE, STICK STEER CONTROL	557-1710		
BOOM, SWING	523-7583	SOFTWARE, 2 WAY CONTROL	557-1711		
ENGINE, EPA TIER 4 FINAL	523-7593	SOFTWARE, CODED START	557-1713		
ELECTRICAL ARR, C2.4 HRC	523-8003	PRODUCT LINK, CELLULAR PL243	557-5067		
TRACK, 16", RUBBER BELT	527-2800	MONITOR NEXT GEN, ADVANCED, CR	557-5082		
LINES, STICK	532-7890	HEATER, WATER JACKET	566-0462		
LINES, BOOM	532-7892	BLADE, STD, BOCE	579-2604		

TRADE-IN EQUIPMENT				SELL PRICE	
MODEL:	YEAR:	SN.:			\$95,550.00
PAYOUT TO:	AMOUNT:	PAID BY:		EXT WARRANTY	Included
MODEL:	YEAR:	SN.:		NET BALANCE DUE	\$95,550.00
PAYOUT TO:	AMOUNT:	PAID BY:		PLUS APPLICABLE TAXES CALCULATED AT DELIVERY	\$95,550.00
MODEL:	YEAR:	SN.:		ACH Information:	
PAYOUT TO:	AMOUNT:	PAID BY:		Bank = Wells Fargo NA	
MODEL:	YEAR:	SN.:		ABA number 121000248	
PAYOUT TO:	AMOUNT:	PAID BY:		Account number 4121956387	
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY FOLEY AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.				Email remittance advice to ACHPMTS@foleyeq.com	
CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO FOLEY AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.				Customer responsible for all applicable taxes at the time of delivery.	

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL	<input type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL
<p>The Customer acknowledges that they have received a copy of the Foley Equipment Company and/or Caterpillar Warranty as applicable and have read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The Customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.</p> <p>Warranty applicable including expiration date where necessary: 24 Month 2000 Hour Premier</p> <p>48M/2k hr Premier w/ travel EP230118-004</p>		<p>All used equipment is sold as is where is and no warranty is offered or implied except as specified here:</p> <p>Warranty applicable:</p>	
CSA:			
NOTES:			

This order is not valid until approved by Sales Manager

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE NEXT PAGE

ORDER RECEIVED BY	Smith, Matt	APPROVED AND ACCEPTED ON	
	REPRESENTATIVE	CITY OF SEDALIA	PURCHASER
SALES MANAGER	BY	SIGNATURE	TITLE

TERMS AND CONDITIONS

1. Agreement. This Agreement, when accepted by Foley, shall become a binding contract, and may not be revoked by the Customer. Foley's performance per this Agreement shall be subject to strikes, lockouts, accidents, fire, delays in manufacturing or transportation, acts of God, embargoes, pandemics or governmental action, or any other causes beyond the control of Foley, and any of said causes shall absolutely absolve Foley from any liability to the Customer under the terms hereof.

2. Payment and Representations. Unless the Equipment is paid in full in cash at the time of delivery, Foley retains and Customer hereby grants to Foley a purchase-money security interest in the Equipment, including all accessories, spare parts, special fittings, and tools thereof, and all additions, accessions, increases, improvements, renewals, substitutions, or replacements thereof (collectively, the "Collateral"), together with all proceeds from any sale or other disposition of all or any part of the Collateral to secure the full amount owed therefore, together with all interest, fees, and penalties. Unless Customer shall execute a separate security agreement with Foley covering the Collateral, this Agreement shall constitute a security agreement for the Collateral. Promptly upon request, Customer agrees to execute a note or other evidence of Customer's indebtedness for the Collateral, which shall only constitute evidence of such indebtedness and not a payment or satisfaction of such indebtedness. Promptly upon request, Customer shall, at its expense, do any act and execute, acknowledge, deliver, file, register, record, and ratify all documents requested by Foley, in Foley's discretion, to perfect Foley's security interest in the Collateral, including but not limited to, any financing statements. Customer hereby irrevocably appoints Foley its attorney-in-fact, which such appointment shall be coupled with an interest, to do such acts and to execute and file all such documents on Customer's behalf, which power is coupled with an interest, and which power is delegable by Foley. Customer acknowledges that Foley's signature or the signature of its delegate on such documents to be the same as Customer's own for all purposes and with the present intent to authenticate the document. Customer represents and warrants to Foley that (a) Customer has the power to make, deliver, and perform under this Agreement, (b) the person executing this Agreement is authorized to do so on behalf of Customer, (c) this Agreement constitutes a valid obligation of Customer, legally binding upon it and enforceable in accordance with its terms; (d) all credit, financial, and other information submitted to Foley in connection with this Agreement is and shall be true, correct, and complete; (e) the Customer: if an individual, has his or her principal residence in Kansas or Missouri, or in state otherwise indicated on the front of this Agreement, if a registered entity, is registered under the laws of the State of Kansas or Missouri, or in state otherwise indicated on front of this Agreement; if a non-registered entity, has its principal place of business in Kansas or Missouri, or in state otherwise indicated on front of this Agreement; (f) Customer's name set forth on the front of this Agreement is Customer's full, legal name; and (g) the Collateral is and shall remain located in the State of Kansas or Missouri or state otherwise indicated on the front of this Agreement. A breach by Customer in the terms, representations, or warranties of this Agreement or the terms of any invoice for the Equipment hereunder, including but not limited to, failure to pay in full the amount owed for the Equipment within the time periods stated herein or on any such invoice, shall constitute an event of default, and all amounts owing to Foley shall be immediately due, and Foley shall have all rights and remedies in law or in equity, including but not limited to, the Kansas or Missouri Uniform Commercial Code, and as set forth herein. In the event of Customer default of this Agreement, Foley shall be entitled to recover all costs, losses and expenses, including attorney's fees relating to the default and exercise of Foley's remedies.

3. Delivery and Taxes. Unless Shipment is provided by Foley, Foley's responsibility for shipment ceases upon delivery to the transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by the Customer direct to the transportation company. Any claims against Foley for shortages in shipments shall be made within fifteen days after receipt of shipment. Customer shall be responsible for all taxes calculated at the time of delivery of the Equipment.

4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Customer understands and agrees that Foley is not the manufacturer of the Equipment; the Equipment is of a size, design, capacity, description, and manufacture selected by Customer; Customer is satisfied that the Equipment is suitable and fit for its purposes. The Equipment described herein as "new" is sold subject to such warranties as are made in writing by the manufacturer of the Equipment thereof. Except to the extent a special warranty is made by Foley in writing and executed by Foley's authorized representative, FOLEY MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT, MATERIALS CONTAINED IN THE EQUIPMENT, OR CUSTOMER'S USE THEREOF, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FOLEY SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, WHETHER AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OF USE OR LOSS OF BUSINESS, EVEN IF FOLEY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE MAXIMUM EXTENT OF FOLEY'S LIABILITY TO CUSTOMER SHALL BE THE TOTAL AMOUNT OF ANY PAYMENTS MADE BY CUSTOMER TO FOLEY, HEREUNDER.

5. Consumer Laws. The laws of certain jurisdictions prohibit the limitation of certain warranties and the remedies and damages for the breach of such warranties. If any provision of this Agreement is in conflict with any statute or rule of law of any state or district in which jurisdiction may lie for enforcement, then such provision shall be deemed null and void to the extent but only to the extent that it may conflict therewith; and the remaining provisions hereof shall not be invalidated, but may be reformed by the court to the extent necessary to protect the rights of the parties.

6. Rental Purchase Option. If the Equipment is being rented by Customer pursuant to a Foley rental agreement with an option to purchase the Equipment, this Agreement shall become effective when Customer notifies Foley of its intent to purchase the Equipment under the rental agreement.

7. Laws. This Agreement shall be governed by the laws of Kansas or Missouri. The provisions of the United Nations on Contracts for the International Sale of Goods are expressly excluded from this Agreement. Customer shall comply with all applicable US laws, including but not limited to, export and anti-bribery laws such as the Foreign Corrupt Practices Act.

8. Privacy Statement. Customer consents to the collection, use, retention and disclosure of information by Foley and its parent, subsidiary and affiliated entities (collectively, "Foley Entities") in accordance with applicable law, and agrees that such information may be accessed by the Foley Entities and their partners and manufacturers with a legitimate business reason to access it, as well as third parties who may process such information on their behalf. Caterpillar's Data Governance Statement, together with Caterpillar's Global Privacy Statement and any applicable Caterpillar Privacy Notices for its digital offering subscriptions, describes Caterpillar's practices for collecting, sharing and using data and information relating to machines, products or other assets and their associated worksites—for example to enable Cat@ Connect and other Digital Offerings. The Data Governance Statement also describes how Caterpillar may perform remote diagnostics and make available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for your assets and devices. By providing data and information to Foley as described herein or to Caterpillar as described in Caterpillar's Data Governance Statement at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html> you agree to its terms as it may be revised from time to time.

9. Consignment. If this is a sale of consignment Equipment, Customer acknowledges and understands that Foley is acting only as an agent of the seller/owner of the Equipment in this sales transaction. Therefore, for the purposes of the consignment sale only, the term "Foley" in this Agreement shall apply to both Foley Equipment Company and the seller/owner of the Equipment.

10. Assignment and Entire Agreement. Foley may assign this Agreement to a third party. This Agreement covers all agreements between the parties related to this transaction. Foley is not bound by any representative or terms made by any agent related to this transaction which are not contained herein.

Customer's Initials _____

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A TRAINING AGREEMENT FOR NEW FIRE DEPARTMENT EMPLOYEES

WHEREAS, the City of Sedalia, Missouri and the Sedalia Fire Department in conjunction with Human resources have proposed to enter into an Agreement with Employees for new hire Fire Training 1 and 2/EMT; and

WHEREAS, under the Agreement, the City of Sedalia will offer new hire Fire 1 & 2/EMT training to new employees as more fully described in the proposed Agreement attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the Agreement by and between City of Sedalia, and new employees in substantively the same form and content as it has been proposed.

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

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

Section 4. This ordinance shall 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 April, 2023.

Presiding Officer of the Council

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

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk



Let's Cross Paths

City of Sedalia

Human Resources Department
200 S. Osage
Sedalia, MO 65301
(660) 827-3000 www.sedalia.com

April 17, 2023

City Administrator Shaw,

As with all departments, we are finding it increasingly difficult to recruit and retain qualified employees and applicants. As a potential way to help address this issue, last year it was decided to remove that an applicant was required to possess Fire I & II and EMT certifications upon hire. In-turn, the certifications were required to be obtained within one year of employment with the Sedalia Fire Department. Since then, the concern of the cost for the training has come up. The Fire Department and Human Resources would like to via a training employment contract with an applicant, offer to pay for the required training in exchange for a two-year commitment. If the employee chooses to leave prior to the two years, they would be required to pay back the City the cost of obtaining the certifications at a pro-rated cost.

The HR Department has worked with Chief Irwin and legal to bring forward the proposed Contract for Council's consideration.

Sincerely,

Shannon Ramey-Trull
Human Resources Director

Contract for Employment

The undersigned applicant, _____ hereby agrees to fulfill a term of twenty-four months after completion of training (Fire I & II and/or EMT), as a Fire Fighter with the Sedalia Fire Department/City of Sedalia. In return the Sedalia Fire Department/City of Sedalia agrees to fund/sponsor _____, Applicant, through applicable and required training of the City's choice.

The financial terms of this contractual agreement are broken down as follows:

*Fire I cost at- \$ _____

*Fire II cost at- \$ _____

*EMT cost at- \$ _____

Total \$ _____

In the event that service is terminated as a Fire Fighter for the City of Sedalia, either voluntarily or involuntarily, the Applicant agrees to repay the City of Sedalia for the aforementioned training expenses.

The applicant agrees that the training provided in connection with this Agreement, as shown, constitutes an increase in his/her professional skills and marketability and, as such, constitutes good, valuable, and sufficient consideration for this Agreement.

The repayment sum shall be calculated by:

- a. dividing the total cost of the training by twenty -four (24);
- b. subtracting the number of months worked following completion of the training from 24; then
- c. Multiplying the number derived in "b", (the number of unworked months covered by this Agreement), times the monthly pro-rated sum, derived in "a".

In the event the Applicant fails to abide by the terms of this agreement, the City of Sedalia is entitled to repayment pursuant to agreement stipulated. The City of Sedalia is hereby authorized by the Applicant to offset any portion of the amount of that repayment from his/her final pay, termination, or severance check owed by the City to the Applicant. In addition, if the City is required to pursue reimbursement from the Applicant by legal action, the City shall be entitled to reasonable attorney's fees and costs associated with the enforcement of this Agreement.

Except to the extent that the City has agreed to advance funds to the Applicant in this Agreement, the Applicant agrees to assume all and full responsibility for any and all charges, costs, and assessments, whether for the training, or other expenses associated to the Applicant hereunder.

This Agreement may not be assigned by the Applicant and may only be modified in writing when signed by both the Applicant and a duly authorized agent of the City.

In witness whereof, the parties have entered into this Agreement on the date _____.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year first written above.

ATTEST:

APPLICANT:

By: _____

ATTEST:

CITY OF SEDALIA, MISSOURI

By: _____

**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 2024.**

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 2024 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 2024 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 Capital Fund must be increased by a total of \$13,711.00 above the amount authorized in the adopted annual budget for Fiscal Year 2024. An amendment to increase said budget is necessary for the following facts and reasons:

- A. Grant award from Missouri Employers Mutual to improve safety with a 50% match, offsetting the expense \$6,855.50.
- B. Purchase two NFPA compliant structural fire gear extractors.

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 April 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 2023-2024
REGARDING A FIRE GRANT PURCHASE OF GEAR EXTRACTORS.**

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

Section 1. The 2023-2024 fiscal year budget beginning April 1, 2023 and ending March 31, 2024 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 April 2023.

Presiding Officer of the Council

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

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
City of Sedalia
FY24 Budget Amendment 4/17/2023 Fire Grant Purchase Gear Extractors

Account / Description	Current Budget	Change	Amended Budget	Comments
Revenues / Source of Funds				
10-00-432-00 Other Grants	(50,000.00)	(6,855.50)	(56,855.50)	Missouri Employers Mutual Safety Grant Award
Total Revenue Change		<u>(6,855.50)</u>		
Expenditures / Uses of Funds				
Fire				
10-62-351-00 Equipment (Capital Expenditures)	90,200.00	13,711.00	103,911.00	Purchase 2 NFPA compliant structural fire gear extractors
Total Expenditure Change		<u>13,711.00</u>		
		<u><u>(6,855.50)</u></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 : April 6th, 2023

Ref : Budget Amendment MEM Safety grant award

The award and acceptance of the MEM safety grant were approved in the FY23 budget. Those funds however were not expended in the FY23 budget and will need to be added into the FY24 Budget.

I am requesting a budget amendment to the capital equipment fund for FY 2024.

I am requesting that \$13,711.00 be amended to the FY 2024 budget to purchase the following:

2 NFPA compliant structural fire gear extractors.

The total cost for these items is \$13711.00. The MEM grant would cover half the cost of these extractors, leaving a net additional cost to the budget of \$6855.50.

I am recommending the amendment to the budget for these items.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI, AMENDING ARTICLE XI OF CHAPTER 10 OF THE CITY CODE TO ADD SECTION 10-462 ESTABLISHING A PROCESS FOR ABATEMENT OF TRASH FOR REPEAT VIOLATORS.

WHEREAS, The City code at section 10-445(8), Section 10-413(3) & IPMC Section 202, provides that substantial accumulation of trash and garbage can constitute a nuisance violation; and

WHEREAS, The City desires a process whereby trash can be abated from the property of repeat violators by city personnel with the cost of that abatement to be taxed to the property owner; and

WHEREAS, The City desires that the process be efficient but also protect the constitutional rights of the property owners.

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

Section 1. That **Article XI – Dangerous Building and Conditions**, of **Chapter 10 – Buildings and Building Conditions** of the Code of the City of Sedalia, Missouri be amended to add a new section, **Section 10-462 – Process for Abatement of Trash for Repeat Violators.**

Sec. 10-462

- a) Once the Building Official or their designee determines that a property owner or tenant has violated the referenced Trash & Rubbish code sections, a notice of violation will be mailed to the address of the property where the violation occurred and, if different, also the address of the owner as listed with the records of Pettis County. That notice shall state “If you plead guilty or are convicted of more than one trash violation in the same calendar year, the Municipal Judge may enter a court order allowing city personnel to enter onto your property to remove trash and garbage from your property. The cost of removal including all dump fees, tire disposal fees, equipment, labor and administrative fees will be billed at your cost.”
- b) A property owner who receives a citation for substantial accumulation of trash and/or garbage pursuant to section 10-445(8), Section 10-413(3) & IPMC Section 202, after having, within the same calendar year, pleaded guilty to the same offense, been found guilty of the same offense, or failed to appear at trial of the same offense shall be deemed a repeat trash offender.

- c) If the repeat trash offender pleads guilty, is found guilty, or fails to appear for trial on a trash citation for the second time in a calendar year, the Municipal Prosecutor is authorized to seek an order for entry and abatement from the Municipal Judge. In making such a request, the Municipal Prosecutor shall provide the Municipal Judge photographs of the property with the specific items to be removed identified on the picture.
- d) The Municipal Judge may, as justice requires, enter an order for entry and abatement of trash. That order will authorize and direct city personnel to enter onto property located at a specified address in the City of Sedalia to remove items identified in the picture(s) accompanying the order. The order shall state that it can only be executed after ten (10) days have passed since the order was signed by the Municipal Judge to allow for an appeal. The order shall direct that city personnel are specifically authorized to access any part of the property, including but not limited to access onto the curtilage and into unenclosed patios, decks, and porches as needed to execute the order, but such personnel shall not enter the interior of any building. The order shall direct that all items removed shall be transported to a dump as designated by the City for disposal and that once the abatement is complete, City personnel shall photograph the property to record what items were removed and the condition of the property after abatement. Such photographs shall be produced upon request by the property owner. Finally, the order shall authorize the city to bill the costs of the abatement to the property owner, as detailed herein.
- e) If the repeat trash offender is present in court when the Municipal Judge enters the order for entry and abatement, the repeat trash offender shall be provided with a copy of that order and any accompanying photographs. If the trash offender is not present in court, a copy of the order and any accompanying photographs shall be mailed to the address of the property where the violation occurred and, if different, also the address of the owner as listed with the records of Pettis County.
- f) After ten (10) days have passed since the order was entered, the Building Official or their designee shall confirm with the Municipal Prosecutor that the order has not been properly appealed. With that confirmation, the Building Official or their designee shall direct city personnel to execute the order in accordance with its provisions. Such execution shall take place no later than 30 days after confirmation.
- g) City staff, in executing the order, shall note the cost of the abatement to include dump fees, tire disposal fees, equipment, labor and administrative fees. The building official shall certify the cost of the abatement to the Finance Department who shall cause an invoice to be sent to the property owner of record and a special tax bill to be issued against the lot, tract or parcel of land upon which abatement occurred. The special tax bill from the date of its issuance shall be deemed a personal debt against the property owner, and in addition shall be a lien on the lot, tract or parcel of land until paid, , and shall be collected by the finance director or other officials designated by the city to collect personal and real property taxes. At the written request of the taxpayer delivered to the Finance Director , a tax bill for abatement may be paid in ten equal annual installments, which installments with interest thereon to date on the unpaid balance shall be due annually on the anniversary of

the date of issuance of the bill. Interest shall be at the rate of eight percent per annum on the unpaid balance of the special assessment computed from the date of issuance. If any annual payment of principal or interest shall not be paid within 30 days of its due date the entire remaining balance of the tax bill shall immediately become due and payable. The tax bill shall be payable in 60 days from its date of issuance with interest thereon at eight percent per annum until paid.

Section 2. This Ordinance shall be in full force and effect from and after the date of its passage 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 April, 2023.

Presiding Officer of the Council

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

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING CODE TO INCLUDE SECTIONS FOR THE PROVISION OF SERVICES RELATED TO REDUCING HOMELESSNESS.

WHEREAS, the City Council of the City of Sedalia, Missouri (the “City Council”) finds it is in the best interest of the public to establish ordinances and procedures allowing for the provision of shelter, housing, and services to those members of the public experiencing homelessness, or are in danger of becoming homeless; and

WHEREAS, if a city’s ordinance lists land uses that are permitted, then those uses not listed are not permitted; and

WHEREAS, because the City’s current zoning code does not list any uses related to the primary purpose of serving those experiencing homelessness, or in danger of becoming homeless, any such uses are currently prohibited; and

WHEREAS, there are people in the community experiencing homelessness; and

WHEREAS, scholarship produced by the federal government, academic institutions, and not-for-profit research centers support a concern for the severity of physical and mental health problems associated with homelessness, and indicates that efforts to mitigate the effects of homelessness can range in duration and intensity; and

WHEREAS, these many services intended to mitigate and alleviate the effects of homeless constitute specific land uses of varying intensity and impact on the surrounding community; and

WHEREAS, the City Council desires the City’s zoning code to clearly permit land uses related to the provision of services related to homelessness while maintaining the intent and character of the current zoning districts within the city.

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

Section 1. That Section 64-1, Definitions, of Article I – In General, of Chapter 64 –Zoning, of the Code of Ordinances of the City of Sedalia is hereby amended to include the following definitions:

Sec. 64-1. Definitions

At Risk of Becoming Homeless means an individual or family who are likely to imminently lose access to a Residence, provided that:

1. Residence will likely be lost within 14 days of the date of application for Homeless assistance; No subsequent Residence has been identified; and
2. The individual or family lacks the resources or support networks needed to obtain other housing.

Community Residential Facility (CRF) Publicly or privately operated facilities, limited to group homes for children, for those with disabilities, or for the elderly; homes for recovery for substance misuse; or shelters for domestic violence victims. Community residential facilities do not include halfway houses, Emergency Shelters, or Emergency Housing.

Day Shelter means a Shelter utilized for anytime period between the hours of 6am and 9pm. The provision of Day Shelter is subject to special use permit provisions of sec. 64-124.

Emergency Housing means temporary indoor overnight accommodations for individuals or families who are Homeless or At Risk of Becoming Homeless. May be intended to address the basic health, food, clothing, and personal hygiene needs of individuals or families and which may or may not require occupants to enter into a lease or an occupancy agreement.

Emergency Shelter means any facility, the primary purpose of which is to provide a temporary overnight Shelter for Homeless populations.

Homeless means an individual or family who lacks access to a fixed, regular, and adequate Residence.

Homelessness means the state of being Homeless.

Managing Agency means an organization that organizes and coordinates a Transitional Housing facility. A Managing Agency may be the same entity as the Sponsor.

Permanent Supportive Housing means subsidized, residential facilities that prioritizes people who need comprehensive Support Services to retain tenancy. Permanent Supportive Housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was At Risk of Becoming Homeless prior to moving into housing.

Primary Purpose means the most prevalent reason for which a facility is operating or exists, or for which a building or structure is being used.

Residence means a structure that meets the current code of ordinances for the City of Sedalia as a place that is intended for human habitation for an individual and their family that is not offered for hire to transient guests, and is not a publicly or privately operated Shelter designed to provide temporary living arrangements (including congregate shelters, Transitional Housing, and hotels and motels paid for by charitable organizations or by federal, state, and local government programs).

Residential Facilities for purposes of this section shall include Community Residential Facilities, Emergency Housing, Permanent Supportive Housing, and Transitional Housing. Residential Facilities are intended to provide services that involve overnight stays at the facility.

Shelter, for the purposes of this chapter, means a place that provides protection to those without a Residence to avoid the elements, including those places further defined herein as, Day Shelters, Temporary Cooling Shelters, Temporary Warming Shelters, and Emergency Shelters.

Sponsor means an organization that has an agreement with the Managing Agency to provide basic services and support for the residents of a Transitional Housing facility. A “Sponsor” may be the same entity as the Managing Agency.

Support Services on-site or off-site assistance to individuals or families at the Primary Purpose of which is reducing or mitigating the effects of Homelessness which may include, but is not limited to educational, social, legal, advocacy, childcare, employment, financial, health care, or information and referral services to meet these needs. Support Services shall not include the provision of meals, bathing, laundry, and overnight shelter.

Temporary Cooling Shelter means a Shelter operating any time periods between the hours of 6am and 9pm when the outside temperature is predicted to be ninety-five degrees or above. The provision of Temporary Cooling Shelter is subject to special use permit provisions of sec. 64-124.

Temporary Warming Shelter means a Shelter operating any time periods between the hours of 7pm and 7am when the outside temperature is predicted to be 33 degrees or below. The provision of Temporary Warming Shelter is subject to special use permit provisions of sec. 64-124.

Transitional Housing means residential facilities, the purpose of which is to facilitate the movement of individuals and families experiencing Homelessness to a permanent Residence within 24 months. May require a lease or occupation agreement, and use may include Support Service providers.

Transit Services shall include but not limited to: (i) fixed route; (ii) shuttle/circulator service; (iii) ancillary and related services and amenities, including transfer centers, bus shelters, signage, etc.; and (iv) other services including but not limited to charters, contracted social services, express buses; park and ride, light rail.

Section 2. That Section 64-37. -District R-1, single-family residential, (b) use regulations, is here by amended to include the following uses in the appropriate alphabetical order: Community Residential Facility; Emergency Housing; Permanent Supportive Housing; and Transitional Housing.

Section 3. That Section 64-37. -District R-1, single-family residential, (b) use regulations, is here by amended to include the following use in the appropriate alphabetical order: Residential Facilities with the Primary Purpose of serving Homeless individuals or families; provided, the Director of Community Development may recommend to the Planning and Zoning Commission and City Council a limit for the number of service providers (including volunteers and paid employees and including both live-in managers and day workers) and require mitigation measures for Emergency Housing facilities and Transitional Housing facilities that use service providers to avoid impacts on the neighborhood and ensure that the facility is consistent with the intent of the zoning district in which it is located and the character of the neighborhood. Any human services or training provided on the premises shall be for the benefit of residents only.

Section 4. That Section 64-37. -District R-1, single-family residential, (b) use regulations, is here by amended to include an unenumerated paragraph at the end of subsection (2) which reads as follows: Churches and publicly owned and operated community buildings, public museums, public administrative buildings, public libraries, police stations and fire stations (in any district where they are allowed), as their Primary Purposes, which also shall be permitted to be used as Temporary Cooling Shelters and Temporary Warming Shelters, provided that such use is an accessory use for the structure.

Section 5. That Section 64-38. -District R-2, two-family residential, (b) use regulations, is hereby amended to include the following use in the appropriate alphabetical order: Community Residential Facility.

Section 6. That Section 64-40, -District R-3, apartment house, (b) use regulations, is hereby amended to include the following uses in the appropriate alphabetical order: Community Center; Support Services, with a special use permit.

Section 7. That Section 64-41, District C-O, nonretail, (b) use regulations, is hereby amended to include the following uses in the appropriate alphabetical order: Community Center; Day Shelter, with a special use permit; Emergency Shelter, with a special use permit; Emergency Housing; Support Services; Temporary Cooling Shelter, with a special use permit; and Temporary Warming Shelter, with a special use permit.

Section 8. That Section 64-41, District C-O, nonretail, (b) (1) is hereby amended to read as follows: Any use permitted in district R-3, except that Permanent Supportive Housing and Transitional Housing shall not be permitted without a special use permit.

Section 9. That Section 64-43, District C-2, general business, (b)(1) use regulations is hereby amended to read as follows: Any use permitted in district C-1, except Day Shelter; Emergency Shelter; Emergency Housing; Support Services; Temporary Cooling Shelter; Temporary Warming Shelter; and transient dwelling houses.

Section 10. That Section 64-44, District C-3, commercial, (b) use regulations is hereby amended to include the following uses in the appropriate alphabetical order: Day Shelter with a special use permit; Emergency Shelter with a special use permit; Emergency Housing; Support Services; Temporary Cooling Shelter with a special use permit; and Temporary Warming Shelter with a special use permit.

Section 11. That Section 64-45, District M-1, light industrial, (b) Use regulations is hereby amended to include the following uses in the appropriate alphabetical order: Day Shelter with a special use permit; Emergency Shelter with a special use permit; Emergency Housing with a special use permit; Support Services with a special use permit; Temporary Cooling Shelter with a special use permit; Temporary Warming Shelter with a special use permit.

Section 12. That Section 64-46, District M-2, heavy industrial, (b) Use regulations is hereby amended to include the following uses in the appropriate alphabetical order: Day Shelter with a special use permit; Emergency Shelter with a special use permit; Emergency Housing with a special use permit; Support Services with a special use permit; Temporary Cooling Shelter with a special use permit; Temporary Warming Shelter with a special use permit.

Section 13. That Section 64-124, -Uses; public hearing required, of Article V – Special Use Permits, of Chapter 64 –Zoning, of the Code of Ordinances of the City of Sedalia is hereby amended to require a special use permit.

- (1) Day Shelter
- (2) Emergency Shelter
- (3) Support Services in an R-3 District
- (4) Temporary Cooling Shelter, except as allowed in Section 64-37(b)(2)
- (5) Temporary Warming Shelter, except as allowed in Section 64-37(b)(2)

SECTION 14. That Chapter 64 -ZONING, of the Code of Ordinances of the City of Sedalia is hereby amended to include the addition of sections **64-127- -Provisions Related to Homelessness** as follows:

Sec. 64-127 Provisions Related to Homelessness

a) Purpose and intent.

The city recognizes the need for and the benefit of services and temporary or permanent housing for persons and families that are Homeless or At Risk of Becoming Homeless. Thus, the goal of this section is to address acute needs of individuals and families by providing basic residential facilities and may include programs which help individuals and families find available social services. This section is intended to allow for the development of facilities to provide services relating to the prevention and reduction

Homelessness in the city through creation of specified uses and identification of appropriate zoning districts, subject to development and operational standards that minimize potential adverse impacts on nearby properties and the surrounding community. An additional purpose of this section is to provide for the safety, health, and general welfare of persons receiving and providing transitional services.

b) Minimum standards

1. No facility subject to this section shall be located within 1,000 feet of a public or private school or Licensed Daycare. Such distance shall be measured by a straight line from the nearest edges of the property lines.
2. All facilities in this article must comply with underlying zoning districts.
3. A business license is required for all Community Residential Facilities and Shelters.
4. For all facilities in this section, the Director of Community Development shall, upon receipt of a special use permit application, report to the Planning and Zoning Commission and the City Council the neighborhood characteristics related to land use compatibility and physical character of the neighborhood in which the special use permit is sought.
5. Space Requirements:
 - a) Residential Facilities must comply with all applicable standards, including International Building Code (IBC) and International Residential Code (IRC) standards. Confirmation by the building official that the residence complies with applicable IBC and IRC provisions, based on the number of people who may occupy the premises, is required prior to approval of any permit subject to this section.
 - b) Shelters must provide at least fifty square feet of space per person occupying the Shelter.
6. Safety and Maintenance: All Residential Facilities and Shelters must continuously comply with applicable property maintenance codes established for residential and commercial structures within the City
7. Code of conduct. All facilities must provide and enforce a written code of conduct, which not only provides for the health, safety, and welfare of the temporary residents, but also mitigates negative impacts to neighbors and the community.
8. Site Access:
 - a) All facilities subject to this section, except Permanent Supportive Housing and Transitional Housing, must maintain a designated member to serve as a point of

contact for the Sedalia police department. At least one member must be always on duty at such facility during hours of operation. The names of the currently on-duty members shall be posted in a conspicuous manner at all times during operations.

b) All facilities subject to this section, except Permanent Supportive Housing and Transitional Housing, must maintain a registry of all individuals being sheltered on that date and such registry shall be made available to public safety officials upon request.

9. Traffic. Traffic mitigation measures shall be established for dwellings that are permitted as Emergency Housing or Transitional Housing for fifteen or more residents (adults and children) plus managers and other service providers.

10. Managers and Other Service Providers. Any Residential Facility or Shelter housing more than eight people must have an on-premises manager or Sponsor at all times.

11. Drugs and Alcohol. Use of alcohol, recreational marijuana, and controlled substances, except by prescription, is strictly prohibited on facility premises.

12. Dispersal of Like Facilities. For all Emergency Housing facilities and Transitional Housing facilities permitted subject to the provisions of this chapter, the Director of Community Development shall upon receipt of an application, report to the Planning and Zoning Commission and the City Council the existence and locations of like facilities to avoid approval of permits for like facilities within a single neighborhood.

c) Shelters

In addition to the provisions of 64-127(b), all facilities permitted to operate as Shelters are subject to the following provisions of this section.

1. The facility shall have on-site supervision during all hours when the Shelter is open.
2. Facilities shall provide exterior lighting on pedestrian pathways and parking lot areas on the property. Lighting shall reflect away from residential areas and public streets.
3. Facilities shall provide secure areas for personal property.
4. Shelters shall not exceed forty beds; provided that such Shelters must also otherwise comply with the underlying zoning districts.
5. The Shelter shall provide on-site parking at a rate of two spaces staff member employed or volunteer working plus one space per six occupants allowed at the maximum capacity.

6. A management plan is required for all Shelters upon submission of an application for a special use permit pursuant to this article to address management experience, good neighbor issues, transportation, client supervision, client services, and food services. Such plan shall be submitted to and reviewed by the Community Development department and a recommendation made to Planning and Zoning Commission and City Council prior to the approval of such special use permit. The plan shall include a floor plan that demonstrates compliance with the physical standards of this chapter. Such operations plan shall become a part of any approved special use permit, and the special use permit shall stipulate that continued compliance with the operations plan and this section is required for continued operations of the special use. The Community Development Department shall inspect at least annually each Shelter to ensure compliance with this section. The city council may establish a fee by resolution to cover the administrative cost of review of the required management plan.

d) Notice and hearing: The Community Development Department may recommend the suspension or revocation of a special use permit issued pursuant to this Section. Prior to making such recommendation, the Community Development Department shall, in writing, provide notice of the reasons for such recommendation. A special permit holder shall be allowed ten (10) business days to comply with the deficiencies listed in the notice. If after the expiration of ten (10) business days the deficiencies still exist, the Community Development Department may place a public hearing on the agenda for a regularly scheduled City Council meeting or a special City Council meeting, which allows for at least 10 days' written and published notice of the hearing. At the hearing the City Council shall hear evidence presented by the Community Development Department, the special use permit holder, and the public. After the close of the public hearing, the City Council shall render a decision on whether the special use permit should be suspended or revoked. If a special use permit is revoked pursuant to this section, no application for a new special use permit by the same property owner, or at the same location, may be filed for a period of one (1) year after the date of revocation.

e) Emergency Powers Unaffected: Nothing in this section shall be construed to limit the Emergency Powers of the Mayor or City Council as provided by City Code of Ordinances Chapter 20. In the case there is a conflict between these provisions related to Homelessness and the Emergency Powers, the Emergency Powers shall supersede.

SECTION 15. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 16. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

SECTION 17. That if any section, subsection, sentence, clause, phrase or portion of the Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

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 April, 2023.

Presiding Officer of the Council

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

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

BILL NO. _____

ORDINANCE NO. _____

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

WHEREAS, The City of Sedalia, Missouri has received a proposal from _____ to sell 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 acceptance of a special warranty deed by the City of Sedalia, Missouri from _____ 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 accept said deed and execute any and all closing documents on behalf of the City of Sedalia, Missouri and the City Clerk is hereby authorized and directed to file in 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 April, 2023.

Presiding Officer of the Council

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

Presiding Officer of the Council

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

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk